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## INTRODUCTION

It is acknowledged that few, if any members of the House and Senate, neither recognize that fundamental rights are routinely denied for corrupt purpose, nor comprehend the great harm and cost to individuals and to society. This unfortunate circumstance is not the fault of any person, but the result of passage of time causing us to forget the lessons of our past, and a largely complacent and uninformed society.

**Fundamental rights of due process, equal protection, and right to petition redress of grievance caused by state officials have been usurped.** The facts proving this assertion are incontrovertible. These rights are as precious to us as our right to bear arms, and our right of free speech. Indeed, arguably more so, as one cannot defend a right of free speech or right to bear arms without the constitutionally protected rights of due process, equal protection and right to petition government for redress of grievances.

This Petition of Remonstrance DEMANDS simple, low-cost or no-cost reforms be put in place to ensure that fundamental principles of our form of government, and fundamental rights be restored, and that oversight of our judiciary in collusion with attorneys who perpetrate crimes under color of law be provided.

## JURISDICTIONAL STATEMENT

This document is a FORMAL WRITTEN PROTEST, and PUBLIC PETITION; a Petition of Remonstrance as titled. Jurisdiction of the General Assembly and One-Hundred and Eleventh Congressional Session is proper, and a CONSTITUTIONALLY GUARANTEED RIGHT, as provided for in THE CONSTITUTION OF THE STATE OF TENNESSEE, and THE CONSTITUTION OF THE UNITED STATES OF AMERICA. The procedure for address by remonstrance is provided for in House and Senate Rules and Mason's Manual of Legislative Procedure. Jurisdiction is proper in the General Assembly and One Hundred and Eleventh Congressional Session as follows:

Mason's Manual of Legislative Procedure, § 518, A Legislative Body Cannot Delegate Its Powers, § 518, ¶1 affirms:

**The power of any legislative body to enact legislation or take final action requiring the use of discretion cannot be delegated to a minority, to a committee, to officers or members, or to another body.**

Constitution of the United States of America, Amendment I affirms:

**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.**

Tennessee Constitution, Article I Declaration of Rights, § 1 affirms:

**That all power is inherent in the people, and all free governments are founded on their authority, and instituted for their peace, safety, and happiness; for the advancement of those ends they have at all times, an unalienable and infeasible right to alter, reform, or abolish the government in such manner as they may think proper.**

Tennessee Constitution, Article I Declaration of Rights, § 2 affirms:

**That government being instituted for the common benefit, the doctrine of nonresistance against arbitrary power and oppression is absurd, slavish, and destructive of the good and happiness of mankind.**

Tennessee Constitution, Article I Declaration of Rights, § 23 affirms:

**That the citizens have a right, in a peaceable manner, to assemble together for their common good, to instruct their representatives, and to apply to those invested with the powers of government for redress of grievances, or other proper purpose, by address of remonstrance.**

Remonstrance is defined as follows:



**A formal protest against the policy or conduct of the government or of certain officials drawn up and presented by aggrieved citizens. *Black's Law Dictionary 5th Edition.***

**1. A presentation of reasons for opposition or grievance. 2. A formal document stating reasons for opposition or grievance, 3. A formal complaint or protest against governmental policy, actions, or officials. *Black's Law Dictionary 10th Edition.*<sup>1</sup>**

Petition is defined as follows:

**A written address, embodying an application or prayer from the person or persons preferring it, to the power, body, or person to whom it is presented, for the exercise of his or their authority in the redress of some wrong, or the grant of some favor, privilege, or license. A formal written request addressed to some governmental authority. The right of the people to petition for redress of grievances is guaranteed by the First Amendment, U.S. Constitution. *Black's Law Dictionary 5th Edition.***

**A formal written request to a court or other official body. *Black's Law Dictionary 10th Edition.*<sup>2</sup>**

The House's 110<sup>th</sup> Rules of Order, Rule No. 79 states that *Mason's Manual of Legislative Procedure* is to govern any question that may arise which is not provided for in the House's Rules of Order. Similarly, Senate Rules of Order, Rule No. 71 provides the same.

*Mason's Manual of Legislative Procedure*, § 143 states that questions come before the body in any of several different ways, including: Communications or Petitions, and Requests or Demands.

*Mason's Manual of Legislative Procedure*, § 148, ¶ 1, further establishes "*The right of petition is usually guaranteed in the constitution and presents a means by which questions can be presented to a legislative body.*" § 148, ¶ 2, establishes the construct of a petition, pursuant to which this petition complies. § 148, ¶ 3, states that: "*When the object of a petition is for the COMMON INTEREST or good, or for the redress of some public grievance, it is a public petition.*" This Petition of Remonstrance is a PUBLIC PETITION given that it is presented for the COMMON

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<sup>1</sup> It is worth noting the change in definition of "remonstrance" between the Fifth and Tenth Editions of Black's Law dictionary. Clearly, "*drawn up and presented by aggrieved citizens*" is language removed from the Tenth edition for corrupt purpose. This change in definition reflects the sentiment of Thomas Jefferson regarding the judiciary and legal profession: "*...an irresponsible body, working like gravity by night and by day, gaining a little to-day & a little tomorrow, and advancing its noiseless step like a thief, over the field of jurisdiction...*" National Archives: Letter from Thomas Jefferson to C. Hammond, August 18, 1821.

<sup>2</sup> See footnote one [1] above.

INTEREST of the Citizens and PEOPLE of the State of Tennessee and to ensure their PEACE, SAFETY, AND HAPPINESS.

### ORAL ARGUMENT DEMANDED

Mason's Manual of Legislative Procedure, § 148, ¶ 4, affirms: "A petition is presented to the body by the petitioners themselves."

§ 148, ¶ 2, requires a petition be "addressed to the legislative body in which it is to be presented..." Due to the critical nature of this Petition of Remonstrance and imperative of this body to address matters herein stated, questioning the republican character of the government of the State of Tennessee, **this Petition of Remonstrance is addressed to the One Hundred Eleventh Congressional Session & General Assembly Of The State of Tennessee and must be heard by the members qualified, of both the House and the Senate.**

Again, Mason's Manual of Legislative Procedure, § 518, A Legislative Body Cannot Delegate Its Powers, ¶1 affirms:

**The power of any legislative body to enact legislation or take final action requiring the use of discretion cannot be delegated to a minority, to a committee, to officers or members, or to another body.**

Since it is a fact that this Petition of Remonstrance is addressed to the General Assembly and joint houses, and because of the magnitude of the questions raised challenging the republican character of the state, DEMANDING REFORM, and the further procedural rule that a legislative body cannot delegate its powers, and the still further fact that redress of grievance by address of remonstrance is a constitutionally protected right, it is incontestable, that this Remonstrance must be heard in joint session.

As established above, Citizens have an unalienable and infeasible right, at all times, to reform or alter their government so as to preserve the peace, safety, and happiness, and Citizens have a right to redress of grievances by address of remonstrance.

Further pursuant to Tennessee Constitution, Art I, § 17, "**all courts shall be open; and every man shall have remedy by due course of law, and right and justice administered without sale, denial, or delay.**"

Since it is guaranteed in our constitution **an unalienable and infeasible right to reform**, or alter government, and **Citizens have a right of redress by address of remonstrance, and remedy by due course of law**, these guarantees require **fair due process which includes a right to be heard**. Herein, Petitioner asserts this right and demands oral argument before the full General Assembly, less those disqualified due to their inherent conflict of interest.

In the U.S. Supreme Court case, *Mathews v. Eldridge*, 424 US 319 - Supreme Court 1976, our Supreme Court stated:

**The "right to be heard before being condemned to suffer grievous loss of any kind, even though it may not involve the stigma and hardships of a criminal conviction, is a principle basic to our society."** *Joint Anti-Fascist Comm. v. McGrath*, 341 U. S. 123, 168 (1951) (Frankfurter, J., concurring).

In *Armstrong v. Manzo*, 380 US 545, 552 - Supreme Court 1965, the earlier Supreme Court stated:

**A fundamental requirement of due process is "the opportunity to be heard." *Grannis v. Ordean*, 234 U. S. 385, 394. It is an opportunity which must be granted at a meaningful time and in a meaningful manner.**

Fundamental elements of due process include a right to be heard and present oral argument. In the case, *Goldberg v. Kelly*, 397 US 254 - Supreme Court 1970, our Supreme Court of the United States stated the following:

In the present context these principles require ... an effective opportunity to defend by **confronting any adverse witnesses and by presenting his own arguments and evidence orally.**

Therefore, and on premises considered, petitioner hereby asserts his constitutional right of due process and asserts right to be heard orally before the General Assembly to whom this Petition of Remonstrance is presented. Petitioner respectfully demands that Senate and House Rules be adhered to, including *Mason's Manual of Legislative Procedure*, § 148, ¶ 4, and § 518, ¶ 1.

Oral Argument is sought before the General Assembly only for the purpose of presenting why this Petition Of Remonstrance should be carefully considered. Due to the complexities of the matters presented, only cursory evidence will be presented herein and through oral argument. Further hearings must be conducted so as to consider complete evidence and proof of allegations and IMPERATIVE OF REFORM and REDRESS.

## **DISQUALIFICATION OF MEMBERS WITH INTEREST DEMANDED**

Pursuant to *Mason's Manual of Legislative Procedure*, § 522, ¶ 1, It is the general rule that **no members can vote on a question in which they have a direct personal or pecuniary interest** and § 502 affirms:

**Every member entitled to vote should be counted in determining whether a quorum is present, but members disqualified on account of interest from voting on any question cannot be counted for the purpose of making a quorum to act on that question.**

Petitioner respectfully requests members of the House and Senate who are also members of the BAR or attorneys, or who have close familial ties who are members of the BAR or attorneys, disqualify themselves from consideration and voting on this matter.

This Petition of Remonstrance essentially; (1) challenges unconstitutional conduct of the judiciary and legal profession, (2) challenges statutes as unconstitutional that grant emolument, provide false immunity, or confound due process, and (3) demands protections be provided THE PEOPLE from unconstitutional conduct of the judiciary and legal profession.

It is common sense that attorneys and members of the BAR have a clear conflict of interest pertaining to this remonstrance and should willingly disqualify.

As a perfect example, Petitioner recently met with Representative Garrett, who is an attorney. During the meeting, Petitioner informed Rep. Garrett of DEMAND for audio/visual to be installed in all courtrooms w/ live and recorded proceedings to be made available to the public. Despite being a first term representative, and having never served on the Finance, Ways and Means Committee, and without any idea of the potential cost, and likely without knowledge of finance options available to the state, and or, financial or budgetary resources available to the state, Rep. Garrett quickly responded, "*It costs too much*".

Without having basis for such a statement as, "*It costs too much*", strongly suggests a conflict of interest, and a predisposition to ensure that courts are allowed to continue to conduct proceedings without transparency.

Make no mistake, the usurpation of fundamental rights of due process and equal protection have been usurped due to the pecuniary interests of the legal profession. It is common sense that statutes enacted that grant emolument and unconstitutional immunity to the legal profession were enacted for the pecuniary interests of the legal profession and judiciary. This Petition of Remonstrance demands correction of these unfortunate circumstances, and attorneys and members of the BAR have a clear conflict of interest and should voluntarily disqualify.

Mason's Manual of Legislative Procedure § 522, ¶ 1 affirms:

**It is the general rule that no members can vote on a question in which they have a direct personal or pecuniary interest. The right of members to represent their constituencies is of such major importance that members should be barred from voting on matters of direct personal interest only in clear cases and when the matter is particularly personal. This rule is obviously not self-enforcing and unless the vote is challenged, members may vote as they choose.**

The phrase: "**This rule is obviously not self-enforcing**", is clear. "Not self-enforcing" means it falls to other members of the body to enforce the rule. For any

members of the body who are attorneys and refuse to disqualify voluntarily, **Petitioner implores the other members of the House and Senate, to challenge their vote pursuant to Mason's § 522.**

The further phrase in § 522 that: "The right of members to represent their constituencies is of such major importance..." begs the questions: "Who exactly is the constituency of the members of the House and Senate who are also attorneys? Is their constituency and loyalty to the BAR and judiciary or WE THE PEOPLE?" This Petition of Remonstrance is about reaffirming constitutionally protected rights and is in *COMMON INTEREST* of all Tennesseans who are not members of the legal profession or judiciary. A member of the House or Senate, who is also an attorney or member of the BAR, who refuses to disqualify, and votes against DEMANDS herein stated, evidences a member whose loyalty is to their profession, and not to THE PEOPLE.

## STATEMENT

This Petition of Remonstrance is presented on behalf of the Citizens, PEOPLE, and government of the State of Tennessee, in demand for return to the republican principals upon which this state and our nation were founded. Testing whether THE PEOPLE retain rights constitutionally protected, of due process, equal protection, open courts, trial by jury, and for redress of grievances against government policy, and state officials. In the case, *United States v. Cruikshank*, 92 US 542, 23 – Sup. Ct, 1876 (at 553), the Supreme Court stated: "*the very idea of a government, republican in form, implies a right of its citizens to petition for redress of grievances.*"

Here before the One Hundred and Eleventh Congressional Session and General Assembly for the State of Tennessee is an opportunity to be recorded in history as the legislative body that began a great healing of our State, and indeed our Republic. Petitioner implores the **qualified members of the General Assembly** to embrace this opportunity and stand in defense of our Constitution and Republic<sup>3</sup>.

Judges and state officials have been given tremendous power. Preventing abuse of that power is necessary to the imperative, to preserve the state's republican character, to ensure the physical, emotional, and financial health and well-being of the state's Citizenry and PEOPLE, and to ensure overall economic stability.

In the year 1822, Tennessee's 3<sup>rd</sup> governor, William Carroll<sup>4</sup>, stated to the general assembly: "***A well-regulated and independent judiciary is so essential to the character of the State... that it has a strong claim upon your attention at all times.***" In Tennessee today, there is no objective oversight of our judiciary, and Tennesseans are

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<sup>3</sup> U.S. Const., Art. IV, § 4: The United States shall guarantee to every state in this union a republican form of government.

<sup>4</sup> Governor Carrol is credited with initiating numerous legal reforms.



routinely subjected to federal law and rights violations, and have no means to seek redress, and no means to enforce constitutionally protected rights.

The government of the State of Tennessee has so far departed from the principles upon which our country was founded, the State has forsaken its republican character<sup>5</sup> and subjects its people to despotism. The facts proving this assertion are undisputed, and one need only consider objectively to see this fact. In the case, *Pacific States Telephone & Telegraph Co. v. Oregon*, 223 US 118, 32 – Sup. Ct., 1912, our highest court stated:

... to afford no method of testing the rightful character of the state government, would be to render people of a particular State hopeless in case of a wrongful government. (at 146)

In routine practice, throughout the courts of Tennessee, judges in collusion with attorneys and other agents and agencies of the state, conspire to deprive rights and perpetrate crimes under color of law with impunity. Color of law is defined as follows:

The appearance or semblance, without the substance, of legal right. **Misuse of power**, possessed by virtue of state law and made possible only because the wrongdoer is clothed with the authority of state, is action taken under “color of law”. *Black’s Law Dictionary 5th Edition*.

**These crimes routinely perpetrated upon THE PEOPLE under COLOR OF LAW, include, but are not limited to:**

- **18 U.S.C § 241 – Conspiracy against rights;** If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any 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; They shall be fined under this title or imprisoned not more than ten years, or both;
- **18 U.S. Code § 242 - Deprivation of rights under color of law** Whoever, under color of any law, ..., willfully subjects any person in any State, ... to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, ...shall be fined under this title or imprisoned not more than one year
- **Tenn. Code Ann. § 39-14-112 - Extortion;** (a) A person commits extortion who uses coercion upon another person with the intent to: (1) Obtain property, services, any advantage or immunity;

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<sup>5</sup> Congress must necessarily decide what government is established in the State before it can determine whether it is republican or not. ..., the authority of the government under which they are appointed, as well as its republican character, is recognized by the proper constitutional authority. *Luther v. Borden*, 48 US 1, 12 L. Ed. 581, - Supreme Court, 1849.

Respected members of the judiciary have warned of the great peril we find ourselves facing today. Speaking at a conference sponsored by the BAR at Columbia Univ., as reported on May 28, 1977, by The New York Times, Supreme Court Chief Justice Warren E. Burger warned: *“but the harsh truth is that if we do not devise substitutes for the courtroom processes, and do not do it rather quickly, we may well be on our way to a society overrun by hordes of lawyers, hungry as locusts, and brigades of judges in numbers never before contemplated.”*

In his book, “THE FRATERNITY, Lawyers and Judges in Collusion,” Paragon House, 2004, endorsed by Senator John McCain and other legislators and dignitaries, The Honorable Judge John Fitzgerald Molloy tells us that the legal profession must change lest chaos consume our courts.

But, caution! If we are to move away from the potentially fatal favoritism that the Fraternity has achieved for itself, it will require delicate tailoring because the present system is still working – and, in some respects, well. **But, change course we must, for we are on the “edge of chaos,” as an objective observer of this system has concluded.<sup>6</sup>**

Changing course does not necessarily mean throwing away a precious baby with the bathwater. **There is great good in parts of our system – proven by our standard of living and freedom from tyranny, oppression, and discrimination.<sup>7</sup>** But the legal system that achieved this is simply not the same legal system that we have today, as it has been massaged to the benefit of the few – the Fraternity.

**Changes as fundamental as now needed should be achieved in increments<sup>8</sup>,** keeping always to the twin objectives of providing a judicial system that will effectively reveal the truth and that will discourage forces that are anti-social, i.e., discourage burglary, rape, murder, etc. **And it is in this category of the “anti – social” that the dominance of our society by the Fraternity should be placed.**

**This means that every opportunity should be taken to sever the Fraternity into its two constituent parts – lawyers and judges – so as to deprecate the awesome strength that it obtains by having the bench and the bar as one fraternal organization. This separation should take place**

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<sup>6</sup> Quoting from Mary Ann Glendon’s A Nation Under Lawyers, (New York: Farrar, Straus & Giroux, 1995), p. 285

<sup>7</sup> Judge Molloy wrote his book as a confessional, and was published in 2004. Facts to be presented to the General Assembly, will show that the legal profession and judiciary are now today, acting in tyranny and oppression.

<sup>8</sup> As Judge Molloy suggests: **Changes as fundamental as now needed should be achieved in increments.** The reforms demanded as of right, and herein are just that – fundamental and incremental, with some already guaranteed in our constitution but usurped.

**in as many ways as possible and whenever possible. *The Fraternity “Lawyers and Judges in Collusion”, p. 227-228***

Consider a judge who is a “jury of one”, easily corrupted<sup>9</sup>, who often sees the same attorneys in case after case, day in and day out, and often fraternizing together outside the courtroom. Consider how that circumstance alone facilitates attorneys and judges in collusion, the opportunity to “strategize” in each case for corrupt purpose, and especially with the attorneys knowing the exact financial resources of both parties – to the penny.

Add to that “recipe”, the legal profession’s solid organization, high intelligence, and convenience of unconstitutional statutes that provide them false immunities, special privileges, and statutes and court rules that confound due process and deprive protected rights; and it becomes a simple matter for attorneys and judges in collusion to “orchestrate” proceedings, through various “dog-whistle” and cue phrases, to extract all financial resources from the parties. These unfortunate circumstances result in “mock trials” which our founders declared an act of tyranny in our Declaration of Independence.

Our courts are no longer on the “edge of chaos” as quoted by Judge Molloy, but rather **in a state of chaos!** Perjury is suborned of their clients by attorneys so as to perpetuate vexatious litigation and generate unnecessary billable hours. Obvious perjurious testimony is routinely used as basis of decision, and when perjury is proven; perjury statutes are not enforced, neither in the trial courts, nor in our appellate courts. **Our courts now serve the primary purpose of generating as much revenue as possible for the legal profession, without regard for fairness or justice, causing great emotional, and financial harm to the parties of the case, their children, and to the economy overall.**

Whether by design, or happenstance accumulation of one unconstitutional circumstance on top of another, our present society effectively finds itself subject to a new “aristocracy” comprised of members of the BAR, operating in the “practice of law”, or from the bench, and/or from attorneys in legislative seats. This new “aristocracy”, in character and form, (1) lobbies the legislature, (2) enacts unconstitutional statutes for their own benefit as members of the legislative bodies, (3) establishes their own unconstitutional rules of procedure, to complicate process and to confound due process, (4) creates their own oversight agencies that do not provide objective oversight and while operating in the dark, (5) establishes ethical rules providing only an illusion of ethical standards, all the while holding themselves above the rules, ethical standards, and statutes the put in place – **holding themselves above the law.** The BAR and the bench, in collusion, use the convenience of the statutes they enact, and control of the courts and oversight functions, to violate rights

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<sup>9</sup> See Federalist Paper 83, written by Alexander Hamilton

and perpetrate crimes with impunity. The facts proving these assertions are undeniable, and one need only look with open eyes to know this is true.

Oversight agencies, federal and state court judges, all look the other way and conceal the evidence of misconduct and operate in the dark. Law enforcement and legislators always direct those complaining of judicial misconduct to the agencies that protect them through willful gross negligence, thus aiding and abetting rights violations and crimes perpetrated under color of law. The BAR and the Judiciary lobby congress in violation of separation of powers doctrine and infringe upon a right reserved to the people. The statutes lobbied by the BAR and judiciary are then enacted though non-quorum consensus of BAR members that should disqualify due to conflict of interest but never do. To compound injury, attorneys and judges are the ones who draft and edit the final language of our statutes, to suit corrupted purpose.

Consider the wisdom of our founders who included in our constitution, Art. II, § 26 stating: “No judge of any court of law or equity, ..., shall have a seat in the General Assembly. Yet despite that wisdom, we presently have judges in de facto legislative seats in the Tennessee Board of Judicial Conduct and Tennessee Code Commission, performing the legislative function of providing oversight of the judiciary and drafting legislation, a power granted solely to the House and joint houses. Compound the unconstitutional judicial oversight of the judiciary – by the judiciary, with the fact that the BAR and judiciary have sole oversight of attorneys licensed by the state, and who maintain seats in both legislative houses, then there exists control of two branches of government by a fraternity of lawyers and judges in collusion.

Further consider the wisdom of our founders who included in our Declaration of Rights, Art. I § 1, an unalienable and inalienable right to reform, alter or abolish our government, Art. I § 6 an inviolate right of trial by jury, Art. I § 19, an invaluable right to speak, write, and print on any subject including the official conduct of men in public capacity, Art. I § 23, right to redress of grievance by address of remonstrance, and Art. 5, Impeachments.

These protected rights and provisions set forth in our constitution are why Thomas Jefferson declared the Tennessee Constitution the “*least imperfect and most republican*”. These declared rights and provisions were set forth in our constitution, according to the wisdom of the founders, because they learned from lessons of the past and knew these eventualities would come to pass. **These rights and provisions are prima facie evidence of the need to protect against tyranny and oppression of THE PEOPLE by the judiciary.** Our founders were so concerned to preserve declared rights of THE PEOPLE, they further declared in Tenn. Const., Art. XI, § 16:

The declaration of rights hereto prefixed is declared to be a part of the Constitution of the state, and shall never be violated on any pretense whatever. And to guard against transgression of the high powers we



have delegated, we declare that everything in the bill of rights contained, is excepted out of the general powers of the government, and shall forever remain inviolate.

Let us not pretend that rampant corruption does not exist in our courts. Let us not pretend that judges and attorneys are all saints and never deserving of impeachment or discipline, despite the fact that there has not been an impeachment of a judge since 1958 and little if any disciplinary action. In Federalist Paper 83, written by Alexander Hamilton: "*The excellence of the trial by jury in civil cases appears to depend on circumstances foreign to the preservation of liberty. The strongest argument in its favor is, that it is a security against corruption.*" Yet, THE PEOPLE are routinely and unconstitutionally denied trial by jury for the purpose of subjecting them to the despotism and oppression of corrupted court proceedings.

Tenn. Const. Art. I, § 17 states that all courts shall be open but somehow the "administrative courts" of the Tenn. Bd. Judicial Conduct and Board of Professional Responsibility, and courts of record such as the Ct of Appeals, all operate in the dark, without public or legislative oversight, and complaints and appellant briefs are kept "confidential" or concealed from the public, thus concealing the misconduct of attorneys and judges.

Without publicity, all other checks are insufficient; in comparison of publicity, all other checks are of small account. Recordation, appeal, whatever other institutions might present themselves in the character of checks, would be found to operate rather as cloaks than checks; as cloaks in reality, as checks only in appearance. J. Bentham, Rationale of Judicial Evidence 524 (1827). (at 569)

In the case, Richmond Newspapers, Inc. v. Virginia, 448 US 555 - Supreme Court 1980, Chief Justice Burger, provided a comprehensive summary of the history and value of open courts that included the following:

**The crucial prophylactic aspects of the administration of justice cannot function in the dark; no community catharsis can occur if justice is "done in a corner [or] in any covert manner."** Supra, at 567. It is not enough to say that results alone will satiate the natural community desire for "satisfaction." **A result considered untoward may undermine public confidence, and where the trial has been concealed from public view an unexpected outcome can cause a reaction that the system at best has failed and at worst has been corrupted.** (at 571 - 572).

Not only is there no objective oversight of the legal profession and judiciary through "self-policing", there are no performance measurements whatsoever. In corporate America, businesses meticulously measure performance of employees and contractors down to minute detail. Performance measurements take many forms



including customer satisfaction surveys, manager evaluations, independent third-party surveys. Some leading-edge companies even utilize third-party blind surveys of employees on the performance of upper management.

Where is the scorecard on judges? Where is the measuring of performance of judges? There is none. So even if the general public did engage in elections of judicial officials, there is no information available to the public to scrutinize, or with which to gauge if they are voting for a knowledgeable and fair judge, let alone one corrupted such as Casey Moreland, recently sentenced in federal court, and who remained on the bench despite multiple complaints against him. How is the legislature able to manage compensation and reward good judges, or how is the legislature to make determination whether or not a bad actor judge should be removed or impeached? The legislature cannot, because the legal profession and judiciary operate in the dark, without transparency, and without any oversight whatsoever. The current situation is a culmination of circumstance that invites and propagates corruption.

**Not only is there a lack of self-policing, and lack of performance measurement, but judges and attorneys are corruptly held above the law.** It is an undeniable fact that attorneys will neither bring suit on behalf of a non-legal professional, against another member of BAR, nor against a member of the judiciary, particularly when the suit arises out of family or child custody court cases. It is also an undeniable fact, as the proof will show, that both state and federal judges, including state and federal appellate court judges proactively and criminally protect the criminal and unconstitutional conduct of judges and attorneys for crimes and rights violations perpetrated under color of law. This is yet another declared act of tyranny as aggrieved in our Declaration of Independence!

Many of the grievances stated in our Declaration of Independence are the same injustices to which Tennessee litigants are routinely subjected. These “long train of abuses and usurpations” provide sound justification for demanding reform, just as the grievances stated in our Declaration of Independence justified our independence from Great Britain. To name a few ...:

He has dissolved Representative Houses repeatedly, for opposing with manly firmness his invasions on the rights of the people;

For protecting them, by a mock Trial, from punishment for any Murders (crimes) which they should commit on the Inhabitants of these States;

For depriving us in many cases, of the benefits of Trial by Jury;

For taking away our Charters, abolishing our most valuable Laws, and altering fundamentally the Forms of our Governments;

For suspending our own Legislatures, and declaring themselves invested with power to legislate for us in all cases whatsoever.

In an Executive Order, our President recognized the harm caused by corruption as follows:

**Human rights abuse and corruption undermine the values that form an essential foundation of stable, secure, and functioning societies; have devastating impacts on individuals; weaken democratic institutions; degrade the rule of law; perpetuate violent conflicts; facilitate the activities of dangerous persons; and undermine economic markets.**  
*Executive Order Blocking the Property of Persons Involved in Serious Human Rights Abuse or Corruption, December 21, 2017*

These harms enumerated by our President, are the exact same harms resulting of state court corruption, and why reform is necessary. Since these same harms enumerated by our President are the same harms caused by corrupted state court proceedings, hereto is imperative for this General Assembly to take action.

Consider the phrase: "***have devastating impacts on individuals.***" Recently many of the people of this nation were captivated by the confirmation hearings of our most recently appointed Supreme Court Justice, Kavanaugh. As was widely publicized, Justice Kavanaugh was forced to address unsupported allegations made against him.

Again, let us not pretend, in courtrooms across the state, litigant after litigant is the victim of unsupported and false allegations used as basis for decision, while the falsely accused is deprived due process to prove allegations false. These decisions are venal and intentional for the corrupted purpose of vexatious litigation; knowing the wrongfully accused will use the entirety of their emotional and financial resources seeking justice (thus perpetuating vexatious litigation). And again, even when perjury and unsupported allegations are proven false, our trial and appellate courts refuse to enforce perjury statutes in clear denial of equal protection of the laws.

As one can well imagine, this vexatious and corrupt litigation caused by the BAR and judiciary in collusion, leads to substance abuse, suicide, and both parties financially and emotionally bankrupt. In family court cases particularly, spouses and the legal system are weaponized with one parent wrongfully alienated, causing extreme emotional and mental damage to both the alienated parent and to the children. Coupled with the fact that society shuns victims, many become isolated from their support network of friends and family.

How many more suicides must there be? How many more to become addicted to substance abuse before action is taken? How many more to be left emotionally devastated and financially insolvent? How many more children kept from loving parents? How long will we pretend this problem does not exist and how long will we continue to fail to recognize simple corrective measures that can be put in place?

Or..., will we wait until it is too late, and the damage cannot be undone..., the corruption too entrenched?

Consider the phrase: “***and undermine economic markets.***” The result of persons emotionally and financially devastated by court corruption has long term adverse economic consequences. Former productive members of society and the workforce become so emotionally devastated, it becomes impossible for them to remain as productive as they once were, and many lose their jobs. This emotional devastation tears at the very fabric of our nation, not only at an individual level, but economically as well.

It is not uncommon for legal expenses in a lone family court or divorce case to exceed hundreds of thousands of dollars, with some divorce cases costing families more than one-half million dollars (+\$500,000), as a result of monopolistic rates and vexatious litigation. Very often, these cases drag on for years for no other purpose than to slowly bleed families of their wealth through contrived conflict. This fact alone evidences a corrupt and broken legal system. It should never, under any circumstance, cost hundreds of thousands of dollars to divide up the assets of two people getting divorced.

Moreover, with life savings depleted, and families buried in debt, they can no longer provide for their children as before, including a complete incapacity to take advantage of college savings plans or pay for the education of their children. This has even longer and far-reaching adverse consequences to individuals and to society. Coupled with the resulting dysfunctional behavior and PTSD caused by abuse of the legal system, the fabric of our nation tears irreparably.

It was conveyed to Petitioner by Attorney Sarah Richter Perky, BPR No. 024676, that divorce cases involving family businesses most always lead to the closure of family businesses. The proof will show that this very often proves true, and that this failure of family court system, results in lost jobs and loss of revenue to the state. Clearly, if the result of corrupted and or vexatious court proceedings leads to the closures of businesses, this greatly harms our economy and state budget. The lost sales tax revenue alone from a small family business, that remits on average \$1,000 per month to the state is harmful to the state. Compound that with the lost franchise and excise tax, and employer SUTA taxes, etc., amplified by the number of businesses destroyed, and compounded over time, and the lost revenue to the state is significantly material costing the state millions in lost revenue.

Further consider the lost sales tax revenue from individual spending. According to the 2018-2019 Budget, fifty-four percent (54%) of the revenue of the state budget is collected though state sales tax. Excluding housing expenditures, effectively all individual spending is spent on goods and services subject to state sales tax. When individuals and families are subjected to corrupted state court proceedings, their life

savings are first depleted, and then they amass debt through personal loans and credit cards to pay unnecessary legal expenses. Many eventually become insolvent and are forced into bankruptcy. Where before, much of their disposable income was spent on goods and services subject to state sales tax, after being subjected to corrupted court proceedings, they no longer have disposable income to spend on goods and services, and all of their income then goes to debt payments instead, adversely affecting sales tax revenue. Very obviously, this is not a long-term sustainable business model.

If the General Assembly wants to see first-hand, the full ramifications of unchecked corruption and a legal profession in control of two branches of government, look to the State of California. Presently there is a large migration of skilled and professional labor from the State of California because the standard of living in California, and conduct of the state government there is no longer tenable to many California Citizens with many of them coming to Tennessee.

Case in point, see **Appendix M**, which summarizes California state statutes requiring a meal break if an employee works more than five hours in a day. Also see **Appendix N**, Chamber of Commerce summary of California state statutes pertaining to meal and rest breaks. As noted in Appendix N, ***Meal and rest break compliance continues to be the source of a great deal of litigation for California employers.***

It is common sense reasoning that the meal break statute in California was not enacted due to an outcry of the workforce being denied meal breaks by their employers. No! Enactment of that statute was the result of the legal profession lobbying the state congress to create a “new product line” and tort for the legal profession to effectively extort money from businesses under color of law. The result of that statute is costing business, both domestic and out-of-state businesses, millions of dollars in unnecessary legal expenses. This adversely affects the ability of those businesses to invest in growth and to invest in their workforce. This too materially impacts the state budget by reducing taxable business income, further reducing tax revenue to the state.

Again, it is common sense that it is not a sustainable business model to continue to transfer wealth from individuals and businesses to members of the legal profession, pursuant to unconstitutional statutes, and through rights deprivations and mock trials conducted by attorneys and judges in collusion, in litigation that serves no true purpose of law, but only unnecessary and artificial conflict contrived to generate revenue for the legal profession.

Consider the root of the word attorney which is to attorn. Black’s Law Dictionary defines the word attorn as: *To turn over; to transfer to another money or goods; to assign to some particular use or service.* Our present legal profession creates no value (transforming raw materials into something of value), sells no product desired



by society. The profession as it stands today, and for the most part, merely transfers property, often unconstitutionally and through rights deprivations.

It is common sense that to transfer wealth from: (1) businesses that create value, (2) individuals that innovate business (targeted high earners), (3) Citizens that spend disposable income and generate sales tax revenue, and then transfer that wealth to legal professionals who do not create, innovate, or drive the economy, is a non-sustainable business model that contracts GDP for the state and nation.

As stated by Judge Molloy above, there are essential functions of our judiciary and legal profession; *“keeping always to the twin objectives of providing a judicial system that will effectively reveal the truth and that will discourage forces that are anti-social.”* However, the legal profession all too often encourages forces that are anti-social (extortion under color of law, rights deprivation, unconstitutional statutes and rules), thus *“questioning whether a nation conceived in liberty, and dedicated to the proposition that all men are created equal, so conceived and so dedicated, can long endure.”*<sup>10</sup>

It is not contended that all court proceedings are corrupted and certainly there is value in our legal system, and as also stated by Judge Molloy, we should not throw out the baby with the bathwater. However, the facts evidenced in appendixes and further evidence to be presented, leave no doubt that incremental changes must be made, and must be made expeditiously.

Imagine a nation where justice is once again ensured in our courts, and where cases are resolved in a few months instead of years. Imagine, the prosperity restored that caused our nation greatness. Imagine this nation as conceived, once again an inspiration to the world. The initial steps necessary to achieve this are not difficult, cost little or nothing, with some already constitutionally required. The reforms and redresses sought herein are more than reasonable and should be embraced. Frankly stated, if the General Assembly does not also desire these same reforms and redresses, evidences a General Assembly that, like the judiciary, desires to protect unconstitutional and criminal conduct and subjection of THE PEOPLE to despotism and tyranny.

Tennessee Constitution, Article I, § 1 states that power is inherent in THE PEOPLE. THE PEOPLE are represented by members of the legislature and primarily by the HOUSE. Has the power of THE PEOPLE been usurped, and the power of their legislatures rendered impotent by the power of the BAR and judiciary? Is this how far we have fallen, that republican principals, and the right to redress of grievances has been forsaken? Say this is not true. Prove this is not true through

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<sup>10</sup> Paraphrase ¶ 1 of the Gettysburg Address.



your actions, and through proper hearing and consideration of this Petition of Remonstrance.

Take proper action and void unconstitutional statutes. Put into effect, reforms and redresses herein DEMANDED. Remove or impeach bad actor judges.

Impeach one bad judge, and the legislature representative of THE PEOPLE will have the attention of the judiciary. Impeach all those herein evidenced of their crimes, and this General Assembly will not only have the attention of the judiciary, but such constitutionally mandated action will shake the foundation of corruption so profoundly, members of the judiciary and legal profession will most certainly give pause before further perpetrating crimes and rights violations against WE THE PEOPLE.

Take back our republican form of government! Adhere to your oaths! Stand in defense of your constitution as you swore to do! Do so and other state legislatures will follow your courageous example. Do so and a great healing of our nation will begin to commence.

Pursuant to Tenn. Const. Art X, § 2:

**Each member of the Senate and House of Representatives, shall before they proceed to business take an oath or affirmation to support the Constitution of this state, and of the United States and also the following oath: I\_\_\_\_\_ do solemnly swear (or affirm) that as a member of this General Assembly, I will, in all appointments, vote without favor, affection, partiality, or prejudice; and that I will not propose or assent to any bill, vote or resolution, which shall appear to me injurious to the people, or consent to any act or thing, whatever, that shall have a tendency to lessen or abridge their rights and privileges, as declared by the Constitution of this state.**

In Latin, the legal maxim – *NON EST ARCTIUS VINCULUM INTER HOMINES QUAM JUSJURANDUM* translates approximately to: **There is no closer (or firmer) link among men than an oath.** The reforms and redress herein sought, restore constitutionally protected rights, and provide for the safety, happiness and well-being of the Citizens and PEOPLE of the State of Tennessee.

If the General Assembly does not agree that court proceedings should be available to the public via livestream and recorded video, then the General Assembly desires courts that operate in the dark, so as to facilitate crimes and rights violations which is in violation of oath of office. “It costs too much” is a false argument based on the fact the state has budgeted one-million dollars (\$1,000,000) for grants to the counties to enhance courtroom security.

If the General Assembly does not agree that all litigants must be advised of their right of due process and what due process is comprised of, then the General Assembly desires that litigants remain ignorant of their rights, so as to facilitate crimes and rights violations which is in violation of oath of office.

If the General Assembly does not agree that statutes that provide false immunities, grant emolument, and/or that usurp constitutionally protected rights should be voided, then the General Assembly desires to protect rights violations, and provide false immunities, and grant emoluments which is in violation of oath of office.

If the General Assembly does not agree to retain sole power of impeachment, then the General Assembly desires unconstitutional transfer of power to the judiciary, for oversight of the judiciary, which is in violation of oath of office.

If the General Assembly does not agree to impeach judges evidenced of crimes perpetrated against THE PEOPLE, then the General Assembly desires to subject THE PEOPLE to try their cases before judges evidenced of knowingly and willfully depriving protected rights, and who commit crimes under color of law for corrupted purpose.

These reforms and redresses are not to be feared, but should embraced as lost republican principles. **The awesome power achieved by having the bench and the bar as one fraternal organization is but a house of cards, easily tumbled, by simply following the instructions and safe guards provided to us by our founders in our constitution.** Your oaths require this of you: and in your hearts, you know this reformation must be achieved, lest our republic ultimately fail.

To prove this, let fair and impartial legislators consider facts and arguments of constitutional law as follows:

## **STATEMENT OF FACTS & EVIDENTIAL PROOF**

The following documents prove that: (1) **judges and attorneys conspired to and perpetrated crimes, and violated protected rights under color of law, (2) there is no objective oversight of attorneys and judges, (3) judges and attorneys are held above the law in both state and federal courts.** These documents (exhibits to Appendixes to be provided in subsequent hearings), effectively prove allegations and necessity of reform beyond reasonable doubt.

These Appendixes are detailed as follows:

**Appendix A:** Complaint to TBJC: Judge Thompson

**Appendix B:** Amended Verified Complaint: Civil Rights Violation Judge Thompson

**Appendix C:** Wrongful Dismissal of Complaint by TBJC

**Appendix D:** State Court Complaint: Fraud, Abuse of Process, Civil Conspiracy. Atty Defendants: Pamela Anderson Taylor, Brenton Hall Lankford

**Appendix E:** Federal Court Complaint: RICO, Civil Rights & Reform. State of TN, Atty Defendants: Taylor, Lankford, and Perky

**Appendix F:** Supreme Court of United States Motion To Disqualify All Supreme Court Justices

**Appendix G:** Supreme Court of the United States Petition for Writ of Certiorari: State of TN, Atty Defendants: Taylor, Lankford, Perky

**Appendix H:** Supreme Court of the United States Petition for Writ of Certiorari: Judge Thompson

**Appendix I:** Supreme Court of the United States Petition for Rehearing: Judge Thompson

**Appendix J:** Supreme Court of the United States Petition for Rehearing: State of TN, Atty Defendants: Taylor, Lankford, Perky

**Appendix K:** Supreme Court of the United States Motion To Expedite

**Appendix L:** Transcript of Taylor, Lankford Fraud and Abuse of Process Case; proving Judge McClendon conspired to deprive rights through abuse of power and fraud upon the court

**Appendix O:** Complaint & Supplemental Complaint to Tenn. Bd of Prof. Responsibility

**Appendix P:** Memorandum Evidencing Conduct of Federal Magistrate Judge That is Impeachable In Nature

**Appendix Q:** Transcript of Court Proceedings Proving Extortion Under Color Law, and Violations of 18 U.S.C. §§ 241 and 242

**Appendix R:** Affidavit of Truth Attesting to Crimes Perpetrated Under Color of Law

Appendix A, B, C clearly evidence rights violations defined as criminal conduct in 18 U.S.C. §241 and §242 by Judge Thompson, ignored by the T.B.J.C. and wrongfully dismissed by the U.S. District Court, thus aiding and abetting those violations and crimes.

Appendix D was a fraud and abuse of process complaint against attorneys Pamela Anderson Taylor and Brenton Hall Lankford wrongfully dismissed by Judge Amanda McClendon through her abuse of power, conspiracy to deprive rights, and her intentional fraud upon the court and false application of law. Any law student knows res judicata is no defense in a case with different parties, different causes of action, and where no final judgement had been rendered. Any law student knows litigation

privilege is no defense for fraud and abuse of process. Clearly attorneys were held above the law for crimes and tortious conduct, by Judge Amanda McClendon with her knowing appellate courts would affirm her wrongful dismissal in further conspiracy. Appendix L is a transcript of proceedings in that case, proving Judge McClendon conspired to deprive rights.

Appendix E is a federal lawsuit filed under federal RICO and Civil Rights statutes and as a reform cause of action. Included in that lawsuit were Exhibits A through W proving allegations beyond reasonable doubt. **Appendix E proves Judge Thompson conspired with attorneys to deny protected rights and to perpetrate crimes.** Appendix E and further evidence to be provided proves Atty Sarah Richter Perky conspired against her own client. **Appendix E and Third Cause of Action stated therein, evidences the breakdown of state's oversight agencies and appellate court.** When it was evidenced in the record that the federal magistrate judge was conspiring with the attorney defendants of the case and engaging in conduct impeachable in nature, referral to the magistrate was withdrawn and the case was dismissed by Dist. Ct. Judge Trauger without permitting intended response. **See Appendix P evidencing conduct of federal magistrate judge impeachable in nature.**

Appendix F is a motion filed in the Supreme Court of the United States and provides compelling argument of the breakdown of our legal system, and how the judiciary is provided false immunity, and how the judiciary fails to self-police resulting in rights violations and crimes perpetrated by the judiciary with impunity. Petitioner implores the General Assembly to read this Appendix thoroughly.

Appendix G is a Petition for Writ of Certiorari filed in the Supreme Court of the United States, regarding the Complaint attached as Appendix E. This writ proves wrongful dismissal of the case, and that attorneys and judges are held above the law even in our highest court. The case is docketed in Sup. Ct of U.S. here: <https://www.supremecourt.gov/search.aspx?filename=/docket/docketfiles/html/public/18-170.html>

Appendix H is a Petition for Writ of Certiorari filed in the Supreme Court of the United States, regarding the Complaint attached as Appendix A. This writ proves wrongful dismissal of the case, and that judges are held above the law even in our highest court. The case is docketed in Sup. Ct of U.S. here: <https://www.supremecourt.gov/search.aspx?filename=/docket/docketfiles/html/public/17-1479.html>

Appendixes I and J are Petitions for Rehearing docketed in the Supreme Court of the United States. These documents further prove that attorneys and judges are held above the law, and the unwillingness of the judiciary to hold judges and attorneys accountable to federal civil and criminal statutes. These documents further evidence that even the justices of our highest court hold themselves above the law. Take note

of the last page of Appendix J which is **“Additional material from this filing is available in the Clerk’s Office”** That “additional material” is actually a copy of the federal lawsuit (Appendix E herein), concealed from public view by the Clerk’s Office of the Supreme Court of the United States, so concealed to preserve FALSE PUBLIC TRUST, and to hide the misconduct of the judiciary and legal profession in collusion.

Appendix K is a motion filed in the Supreme Court of the United States. That motion evidences the fact that the Clerk’s Office of the Supreme Court of the United States, corruptly concealed fourteen (14) of seventeen (17) appendixes from public view. See Appendix K, pages 9 – 15. Those fourteen (14) appendixes were concealed from public view so as to hide the criminal and unconstitutional conduct of federal District Court and Circuit Court judges and magistrates.

Appendix L is a transcript of proceedings in a hearing of a case bringing suit against bad actor attorneys Pamela Anderson Taylor and Brenton Hall Lankford, for fraud, abuse of process, etc. That transcript proves beyond any doubt whatsoever, that the Judge Amanda McClendon conspired to deprive due process, held attorneys above the law, and committed fraud on the court through intentional false application of law.

Appendix O are a complaint and supplemental complaint filed with the Tennessee Board of Professional Responsibility, proving that agency does not provide objective oversight of attorneys.

Appendix P is a Memorandum filed in U.S. District Court, Middle District Tennessee evidencing conduct of a federal magistrate judge impeachable in nature, conduct that was engaged in to protect unconstitutional and criminal actions perpetrated by bad actor attorneys, in an effort to hold them above the law.

Appendix Q is a transcript of court proceedings proving Judge Woodruff conspired with Attorneys Russ Heldman and Robert Todd Jackson to extort more than one-hundred thousand dollars (+\$100,000) under color law, and violations of 18 U.S.C. §§ 241 and 242 by Judge Woodruff.

Appendix R is an uncontested affidavit of truth attesting to crimes perpetrated under color of law, as evidenced in Appendix Q. It is a criminal offense write a false affidavit. Since the affidavit is uncontested and because the affiant was not arrested for executing a false affidavit, it is clear the affidavit is factually true. *Morris v National Cash Register*, 44 S.W. 2d 433 (Tex. Civ. App. 1931), the holding clearly states that ‘*uncontested allegations in affidavit must be accepted as true*’. Also, *Group v. Finletter*, 108 F. Supp. 327 - Dist. Court, Dist. of Columbia 1952, “Defendant has filed no counter-affidavit, and therefore for the purposes of the motion before the Court, the allegations in the affidavit of plaintiff must be considered as true, Federal Rules of Civil Procedure, Rule 9(d)”. Federal Rules of Civ. Procedure Rule 9(d):



OFFICIAL DOCUMENT OR ACT. In pleading an official document or official act, it suffices to allege that the document was legally issued or the act legally done.

## **REASONS FOR GRANTING THE PETITION AND IMPLEMENTING REFORMS**

### **I. Constitutionally Guaranteed Rights Are Unenforceable In Any Court, Under Any Circumstance**

The undeniable fact that constitutionally guaranteed rights are no longer enforceable for Tennesseans, alone provides sound basis for General Assembly to redress grievances and implement reforms. No matter the crime or rights violation, Tennesseans cannot enforce their rights against state court judges, even when only seeking equitable relief. (1) If a citizen complains of rights violations or crimes perpetrated against them by a state court judge to The Tenn. Bd. of Judicial Conduct (TBJC), the complaint is dismissed. The TBJC does not dispute the fact that the TBJC dismisses 100% of complaints filed by non-legal professionals. (2) If suit is brought against the state court judge in state or federal court, the state asserts that “sovereign immunity” protects them in their official capacity and so too are these cases dismissed, even when only equitable relief is sought. (3) In both federal and state courts, if suit is brought against a state court judge in his personal capacity, the state asserts “judicial immunity” protects them in their personal capacity, and again, the courts always dismiss these cases too, even when only equitable relief is sought. (4) If suit is brought against the state for rights violations perpetrated by a judge, the defense of “sovereign immunity” is used as a false cloak to deny enforcement of constitutionally guaranteed rights. (5) If a Tennessean attempts to bring suit against a “governmental entity” for rights or federal law violations, the state has enacted unconstitutional statute providing false and unconstitutional immunity from suit (see below) as well the sovereign immunity defense.

Similarly, redress is also unavailable for rights violations and tortious conduct perpetrated by attorneys, as proven in Appendix D, E, G, J, L, and O.

These undisputed facts leave no doubt that Tennesseans are provided no means to redress grievances against the state, its officials or attorneys for rights violations and criminal conduct. This further fact also provides sound basis for this General Assembly to redress grievances and implement reforms.

According to the Chief Clerk of the House of Representatives, Ms. Tammy Letzler, the last time a Remonstrance was submitted to Tennessee’s General Assembly was in the year 1850. It should have never become necessary for this Petitioner to Remonstrate before this General Assembly. Your petitioner has humbly sought the protection of his government and redress through every possible channel, including

law enforcement agencies, oversight agencies, state and federal courts, and even our highest court – all in vain.

This matter brought before this General Assembly, is quite simply, history repeating itself. Have we not learned from the lessons of the past? Does one not comprehend the similarities between this matter and the causes of our founders that led to our Declaration of Independence? Consider the words of Patrick Henry in his “Give me liberty or give me death speech.”

Shall we try argument? Sir, we have been trying that for the last ten years. Have we anything new to offer upon the subject? Nothing. We have held the subject up in every light of which it is capable; but it has been all in vain. Shall we resort to entreaty and humble supplication? What terms shall we find which have not been already exhausted? Let us not, I beseech you, sir, deceive ourselves. **Sir, we have done everything that could be done, to avert the storm which is now coming on. We have petitioned; we have remonstrated; we have supplicated; we have prostrated ourselves before the throne, and have implored its interposition to arrest the tyrannical hands of the ministry and Parliament. Our petitions have been slighted; our remonstrances have produced additional violence and insult; our supplications have been disregarded; and we have been spurned, with contempt, from the foot of the throne. In vain, after these things, may we indulge the fond hope of peace and reconciliation. There is no longer any room for hope. If we wish to be free, if we mean to preserve inviolate those inestimable privileges for which we have been so long contending, if we mean not basely to abandon the noble struggle in which we have been so long engaged, and which we have pledged ourselves never to abandon until the glorious object of our contest shall be obtained, we must fight! I repeat it, sir, we must fight! An appeal to arms and to the God of Hosts is all that is left us!**

Already today, we see vigilante justice occurring because THE PEOPLE have no means for redress of grievances against state officials, particularly those involved in family court and child custody cases<sup>11</sup>. In recent news, little covered by the media; a shootout on the steps of a courthouse outside Chicago; eight social workers and attorneys killed in a shooting rampage in Arizona; and the all too common story of a spousal suicide-murder that includes children. How many more of these stories before proper action is taken to address the underlying problem of rampant court corruption and vexatious litigation? Correlation can even be found in the school

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<sup>11</sup> It is important to note that petitioner does not have children, and is not a victim parental alienation. As a result of his advocacy, communicating with thousands of persons across the nation, the pain of parental alienation, and criminal abduction of children under color of law, studies evidence tremendous emotional and mental damage to both parents and children.

shootings of which the entire nation is appalled, where the shooters are the product of parental alienation and vexatious litigation.

This is exactly the concern our president stated in executive order, referenced above: ***“Human rights abuse and corruption perpetuate violent conflicts; facilitate the activities of dangerous persons.”*** Rather than addressing the underlying problem causing the need for courthouse security, which is injustice served by corrupted court proceedings, the state has budgeted one million dollars (\$1,000,000) for the single purpose of studying enhancement of court security, which is in analogy, to prescribe an aspirin for a headache caused by brain tumor. In his book, *THE FRATERNITY*, Lawyers and Judges in collusion, Judge Molloy noted that prior to corruption of our legal processes, court security had been unnecessary (Chapter 5, page 81). If further failure of the government persists in failing to redress grievances, then eventually *THE PEOPLE* will find themselves in the circumstance of our founders with no choice but to abolish the government and start over.

As also stated in Patrick Henry’s speech: *“I have but one lamp by which my feet are guided; and that is the lamp of experience. I know of no way of judging of the future but by the past.”* No person can predict the future, but our present circumstance of tyrannical courts can have but only one outcome, which is reform either from within the government or through *THE PEOPLE*, with the former being preferred to the latter. Knowing the lessons of the past, and through study of history, our present circumstance suggests we are only one or two generations away from large scale and organized demand for reform. Why wait for such a tipping point, when it remains within the power of the legislature to begin implementing corrective measures. Many lives can be saved, and our economy strengthened, if proactive action is taken now.

## **II. The Constitution of Tennessee Guarantees An Unalienable And Indefeasible Right To Reform Government**

The Const. of the State of Tenn., art. I, § 1 (See Appendix Q) states:

***“That all power is inherent in the people, ... they have at all times, an unalienable and indefeasible right to alter, reform, or abolish the government in such manner as they may think proper.”***

In the case, *Marbury v. Madison*, 5 US 137, 2 L. Ed. 60, 2 – Sup. Ct. 1803, quoting Blackstone: *“it is a general and indisputable rule, that where there is a legal right, there is also a legal remedy by suit, or action at law,...”* (at 163). Further in the *Marbury* opinion, the Supreme Court states the people have an original right to establish for their future government, such principles as shall conduce their own happiness. (*id* at 176, 179)

## **III. The Doctrine of Nonresistance is “Absurd” And The Intent Of The State’s Congress To Encourage Reform Actions Is Clear**

Considering Sections 1 and 2 of Article I of the state's constitution, the intent of the state's constitutional convention in 1870 was obvious in establishing power inherent in THE PEOPLE and duty to ensure a republican form of government. Joshua W. Caldwell, author of *STUDIES IN THE CONSTITUTIONAL HISTORY OF TENNESSEE*, who had the "good fortune" to be acquainted with members of 1870 convention, conveyed this fact in his book. "*No Tennessean... fails to quote Mr. Jefferson's (Thomas) declaration that the Constitution was "the least imperfect and most republican of the state constitutions."*

Tennessee Constitution, Article I, § 2 affirms:

That government being instituted for the common benefit, **the doctrine of nonresistance against arbitrary power and oppression is absurd, slavish, and destructive of the good and happiness of mankind.**

Our Declaration of Independence states much the same:

**But when a long train of abuses and usurpations, pursuing invariably the same Object evinces a design to reduce them under absolute Despotism, it is their right, it is their duty, to throw off such Government, and to provide new Guards for their future security.**

*"It is their duty," "the doctrine of nonresistance... is absurd, slavish, and destructive of the good and happiness of mankind."* Upon reading this remonstrance, these words should have new and profound meaning to this General Assembly.

Your petitioner, as a former Force Reconnaissance Marine, who served his country honorably for more than eight years, well understands duty to protect, preserve, and defend the constitution..., as an American Citizen to ensure our birthright, and as a veteran under sworn oath.

Frankly stated; every time a corrupted judge colludes with an attorney to intentionally and wrongfully deny fair due process, they spit upon the graves of our fallen who gave their last full measure to defend our constitution.

That is the purpose of this Petition of Remonstrance... "*that from these honored dead we take increased devotion to that cause for which they gave the last full measure of devotion—that we here highly resolve that these dead shall not have died in vain—that this nation, under God, shall have a new birth of freedom—and that government of the people, by the people, for the people, shall not perish from the earth.*" — Abraham Lincoln

Your Petitioner did not choose this path, and has no desire for this civic engagement with his government..., but such is his duty as an American Citizen and according to his oath. To do otherwise would be "*absurd, slavish, and destructive of the good and happiness of mankind.*"

## **TENNESSEE CODE COMMISSION MUST BE DISSOLVED AND CERTAIN "STATUTES" REPEALED OR MADE VOID**

All statutes challenged as unconstitutional and complained of herein: (1) provide false immunities to attorneys and members of the BAR, judges, state officials, or "governmental entities" (2) were "enacted" to confound due process for corrupted purpose, or (3) were "enacted" for the benefit of BAR members, certain professionals, and judges as unconstitutional emolument. It is no surprise THE PEOPLE are subjected to these constitutionally repugnant "statutes" since members of the BAR are writing legislation without oversight and without act of congress in violation of the separation of powers doctrine.

In October 2001, Justice Antonin Scalia, speaking before the Senate Judiciary Committee on the topic of the role of judges under the U.S. Constitution stated:

**"What is the reason you think that America is such a free country, what is it in our constitution that makes us what we are? And I guarantee you that the response will get is... the answer would be freedom of speech, freedom of the press... those marvelous provisions of the bill of rights. But I tell them, if you think that a bill of rights is what sets us apart, you're crazy! Every Banana Republic in the world has a bill of rights. ...just words on paper, what our framers would have called a parchment guarantee. ... The real key to the distinctiveness of America is the structure of our government ... the independence of our judiciary... very few countries have two separate bodies in the legislature, equally powerful. ... It is the separation of powers that is the main protection..."**

[https://www.youtube.com/watch?v=Ggz\\_gd-U00&t](https://www.youtube.com/watch?v=Ggz_gd-U00&t)

Indeed, this petitioner agrees with Justice Scalia, due to the fact of the present circumstance of a single branch of government of the legislature and judiciary effectively controlled by the judiciary and legal profession, has made the bill of rights, a worthless parchment guarantee, wholly unenforceable. This must stop. Separation of powers doctrine, and our Declaration of Rights must be restored and made enforceable.

Tenn. Code Ann. § 1-1-101

(a) There is created a Tennessee code commission of five (5) members composed of the **chief justice of the supreme court, the attorney general and reporter, a director of the office of legal services for the general assembly, and two (2) other members appointed by the chief justice.**

Tenn. Const. Art. II, § 26 affirms:

**No judge of any court of law or equity, secretary of state, attorney general, register, clerk of any Court of Record, or person holding any**



office under the authority of the United States, shall have a seat in the General Assembly;

Tenn. Const., Art II, § 26 clearly affirms that NO JUDGE, ATTORNEY GENERAL, or PERSON HOLDING ANY OFFICE, shall have a seat in the General Assembly, and yet here we have a “laundry list” of persons specifically excluded from seats in the General Assembly sitting in de facto legislative seats. This fact is so repugnant to our form of government and separation of powers doctrine, it frustrates rational thought. The Tennessee Code Commission must be dissolved, and T.C.A., Title 1 repealed or rendered void. Indeed, since THE PEOPLE are subjected to members of the judiciary having unconstitutional “authority” to “edit” congressional acts, the entire Tenn. Code Ann. must be reviewed thoroughly to discern which parts are congressional acts and which are not, and to further discern whether “edits” circumvented the intent of congress.

Pursuant to Tenn. Code Ann. § 1-1-105

(a) The Tennessee code commission is hereby authorized and directed to formulate and supervise the execution of plans for the compilation, arrangement, classification, annotation, editing, indexing, printing, binding, publication, sale, distribution and the performance of all other acts necessary for the publication of an official compilation of the statutes, codes and session laws of the state of Tennessee of a public and general nature, now existing and to be enacted in the future, including an electronically searchable database of such code, which official compilation shall be known as “Tennessee Code Annotated.”

As referenced above in Tenn. Code Ann. § 1-1-101 and § 1-1-105, a chief justice (attorney), attorney general (attorney), director of the office of legal services (also likely an attorney), and members appointed by the chief justice (also likely attorneys) comprise the Tennessee Code Commission who are “authorized” to annotate, “edit”, and compile statutes, “*codes*” and session laws.

Black’s Law Dictionary, Fifth Edition defines terms as follows:

“**Statutes**” as acts of legislature declaring, commanding, or prohibiting something.

“**Statutes at Large**” are an official compilation of the acts and resolutions of each session of congress. “

“**Session laws**” are statutes enacted by a particular session of congress and a “**Session**” is sitting of the legislature.

“**Code**” is defined as a **systematic collection**, compendium or revision of laws, rules or regulations.

Herein lies the problem in that members of the judiciary and BAR “compiling” Tennessee Code Annotated. T.C.A. 1-1-105 clearly reads the commission is

authorized to compile statutes, “*codes*” and session laws for the state. This falsely asserts the commission has the authority to compile, edit, and annotate “*codes*”. This begs the question: “*What are the ‘codes’ to be compiled and who creates the ‘codes’ and under what lawful authority?*” Black’s clearly defines “Code” (singular) as systematic collection, compendium or revision of laws, rules or regulations. Accordingly, “Code” is a compilation of lawful acts of congress, while “*codes*” are not something to be compiled along with the lawful acts of congress.

Essentially, T.C.A. 1-1-105 unconstitutionally creates a commission who have unlawful authority to compile “*codes*”, perhaps made up by themselves, and who are “authorized” to “edit” and “annotate” acts of congress. Clearly, the legislative authority of the state is vested in the General Assembly consisting of the Senate and House of Representatives, pursuant to Tenn. Const. Art. II, §3. Who reviews the “editing and annotating” of the attorneys and judges who comprise the Tenn. Code Comm., and does the Tenn. Code Ann. reflect the intent of Congress?

The first step that must be taken in determining whether the “statutes” challenged and contained in Tenn. Code Ann. are constitutional, is to first determine if they were in fact acts of congress, and whether the language reflects the intent of congress, or whether some are merely “*codes*” purported as lawful statutes under color of law.

Moreover, it must also be determined whether or not the legislature can lawfully delegate authority to a commission comprised of attorneys and judges, who have authority to “edit and annotate” and compile “*codes*” along with the lawful acts of congress. Petitioner contends such authority cannot be lawfully delegated as provided for in Tenn. Const. Art II, § 3 and Mason’s Manual of Legislative Procedure, § 518, ¶1.

Respectfully stated, the legislature has apparently “authorized” five (5) persons, who are all likely attorneys or judges, the power to “edit and annotate” lawful acts of congress and compile “*codes*” created by who knows, along with acts of congress and apparently so without any oversight whatsoever.

Considering T.C.A. 1-1-111, this is an awesome but unconstitutional delegation of power:

- (a) **Upon appropriate certification of approval by the commission filed with the secretary of state as provided in § 1-1-110, the compilation in each volume and supplement so certified shall be in force.**

Therefore, pursuant to T.C.A. 1-1-111(a) above, judges and attorneys as unelected members of the commission certify their own “edits” to acts of congress and they “*shall be in force*”. In subparagraph (b) noted below, the commission’s “certificate of approval” is **prima facie evidence of the statutory law of this state** used in all courts, agencies, etc., etc.

Esteemed Senators and Representatives, please take pause and carefully consider the language: "***shall constitute prima facie evidence of the statutory law of this state and be received, recognized, referred to and used in all courts, agencies, departments, offices of and proceedings in the state as the official compilation of the statutory law.***" As we learned above, "Statutes" are acts of legislature declaring, commanding, or prohibiting something. As we learned above, the commission has unlawful authority to compile, edit, and annotate "codes" made up by whom we don't know. And we know that "codes" are not session laws or statutes at large. This language permits the commission to purport their "edits" and incorporated "codes", under color of law<sup>12</sup> as lawful acts of congress. As stated in T.C.A. 1-1-111(b):

(b) The text of the statutes, codes and code supplements (but not the annotations, footnotes and other editorial matter) appearing in the printed copies of the compilation, containing a copy of the commission's certificate of approval, **shall constitute prima facie evidence of the statutory law of this state and be received, recognized, referred to and used in all courts, agencies, departments, offices of and proceedings in the state as the official compilation of the statutory law, and may be cited as Tennessee Code Annotated or by the abbreviation "T.C.A."**

The commission comprised primarily (if not completely) of attorneys and judges, is further granted the power to lobby the congress in T.C.A. §1-1-114 without registration as lobbyists as required in T.C.A. Title 3, Chapter 6:

**The commission may prepare and submit to succeeding sessions of the general assembly its recommendations for the revision in substance and form or the repeal or amendment of certain statutes or any portion thereof, and submit bills for the accomplishment of such proposed revision, repeal or amendment. T.C.A. §1-1-114**

This is yet another violation of the separation of powers doctrine in granting power to the Chief Justice of the Supreme Court of Tennessee (and members of the BAR), to lobby congress "**for the revision in substance and form or the repeal or amendment of certain statutes or any portion thereof, and submit bills for the accomplishment of such proposed revision, repeal or amendment.**"

One can well imagine the outrage if Chief Justice Roberts of the Supreme Court of the United States made recommendations to U.S. Congress "**for the revision in substance and form or the repeal or amendment of certain statutes or any portion thereof, and submit bills for the accomplishment of such proposed revision, repeal or**

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<sup>12</sup> The appearance or semblance, without the substance, of legal right. **Misuse of power**, possessed by virtue of state law and made possible only because the wrongdoer is clothed with the authority of state, is action taken under "color of law". *Black's Law Dictionary 5th Edition.*

**amendment.” One can also well imagine the outrage if Chief Justice Roberts of the Supreme Court of the United States were “editing” and compiling the lawful acts of the U.S. Congress. Again, these facts are so repugnant to our form of government and separation of powers doctrine, it frustrates rational thought.**

Petitioner has also recently learned that the Executive Branch lobbies the General Assembly. Petitioner encourages discussion as to whether or not such lobbying violates the separation of powers doctrine.

These facts further evidence declared acts of tyranny as stated in our Declaration of Independence.

For suspending our own Legislatures, and declaring themselves invested with power to legislate for us in all cases whatsoever.

He has called together legislative bodies at places unusual, uncomfortable, and distant from the depository of their Public Records, for the sole purpose of fatiguing them into compliance with his measures.

“Legislative bodies at places unusual” is exactly what the Tennessee code commission is and does. The members of Tennessee Code Commission are Reverse Practicing the Declaration of Independence.

Further now consider the language of Tenn. Const. Art VI, § 1 which affirms:

**The judicial power of this state shall be vested in one Supreme Court and in such Circuit, Chancery and other Inferior Courts as the Legislature shall from time to time, ordain and establish; in the judges thereof, and in justices of the peace. The Legislature may also vest such jurisdiction in Corporation Courts as may be deemed necessary. Courts to be holden by justices of the peace may also be established.**

Black’s Law Dictionary defines Judicial Power as follows:

The authority vested in courts and judges to hear and decide cases and to make binding judgments on them: the power to construe and apply the law when controversies arise over what has been don or not done under it.

As part of their judicial authority, the judiciary may be called upon to make determination as to whether an act of congress encoded in state statute is constitutional or not. Since the Tennessee Code Commission (1) **“is hereby authorized and directed to formulate and supervise the execution of plans for the compilation, ..., annotation, editing, ... of the statutes, codes and session laws of the state of Tennessee of a public and general nature, now existing and to be enacted in the future,...”** and because (2) **“...of the commission's certificate of approval, shall constitute prima facie evidence of the statutory law of this state and be received, recognized, referred to and used in all courts,..”** and further that, (3) **“The commission**

may prepare and submit to succeeding sessions of the general assembly its recommendations for the revision in substance and form or the repeal or amendment of certain statutes or any portion thereof, and submit bills..." renders the Chief Justice and Attorney General incapable of one of their primary functions which is to determine or defend the constitutionality of state statutes.

T.C.A. 29-14-107, requires a person challenging statute, ordinance, etc., to serve the attorney general with a copy of the proceeding as follows:

29-14-107. Parties to proceedings.<sup>13</sup>

(a) When declaratory relief is sought, all persons shall be made parties who have or claim any interest which would be affected by the declaration, and no declaration shall prejudice the rights of persons not parties to the proceedings.

(b) **In any proceeding which involves the validity of a municipal ordinance or franchise, such municipality shall be made a party, and shall be entitled to be heard, and if the statute, ordinance, or franchise is of statewide effect and is alleged to be unconstitutional, the attorney general and reporter shall also be served with a copy of the proceeding and be entitled to be heard.**

Again, the Chief Justice and Attorney General are incapable of impartial constitutionality challenge of state statutes due to being members of the commission who "edit" and certify, propose bills, etc. How possibly can the Chief Justice and Attorney General provide impartial consideration as to the constitutionality of state statutes if they are the ones writing, editing and certifying the statutes? Again, this confounds rational thought.

In the case, *Peterson v. Peterson*, 320 P. 3d 1244 - Idaho: Supreme Court 2014, Justice Eismann provided a comprehensive analysis of what is code and what is law and that the **"The Idaho Code is not the law. The code commission has no legislative authority."**

In 1947, the legislature created the "1947 Idaho Code Commission" to consist of three members of the Idaho State Bar who were not holders of any public office or position, were actively engaged in the practice of law, and were to be appointed by the governor from a list of seven qualified persons whose names were submitted by the board of commissioners of the state bar. Ch. 224, § 1, 1947 Idaho Sess. Laws 541, 543. **The commission was "empowered, directed and authorized to cause to be**

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<sup>13</sup> It is worth noting the deceptive title of 29-14-107 "Parties to proceedings" found under Chapter 14 Declaratory Judgments. This further evidence deceptive practices to the Tennessee Code Commission. T.C.A. 29-14-107 (b) is routinely used by corrupted courts to ignore statute "validity" or constitutionality challenges for failure to adhere to a deceptively labeled "statute" which may be one of the "codes" enacted under color of law and purported to be a statute enacted by congress.



edited, compiled, annotated, printed, bound (including provision for insertion of pocket supplements) and published the existing codes and statutes of the State of Idaho of permanent and general nature, including enactments of the Twenty-Ninth regular session of the Legislature." Id. Like the prior compilations, upon completion, publication, and approval of the compilation by the commission and a proclamation by the governor announcing its publication, **the compilation was to be received "as evidence of the statute law of the State of Idaho."** Ch. 224, § 7, 1947 Idaho Sess. Laws 541, 546 (emphasis added).

The 1947 legislation provided that the compilation completed by the 1947 Idaho Code Commission would be known **"by such name as the Commission shall determine."** Ch. 224, § 7, 1947 Idaho Sess. Laws. 541, 545. **The Commission named the publication it produced the Idaho Code.** In 1949, the legislature adopted that as the official name, Ch. 167, § 2, 1949 Idaho Sess. Laws 355, 356, and it created a "continuing code commission" to keep the Idaho Code current without the necessity of forming a commission to compile the statutes from time to time, Ch. 167, §§ 1, 3, 1949 Idaho Sess. Laws 355, 356-57. The legislation authorized the "publication of pocket parts to the volumes of the Idaho Code, or as necessary the republication of single or more volumes, or the addition of volumes, or by other devised designed and intended to maintain the Idaho Code up to date." Ch. 167, § 1, 1949 Idaho Sess. Laws 355, 356. **The 1949 legislation provided that "the 'Idaho Code' published pursuant to Session Laws of 1947, Chapter 224, shall be received in all courts and by all justices, judges, public officers, commission and departments of the state government and all others as evidence of the general laws of Idaho then existing and in force and effect."** Ch. 167, § 9, 1949 Idaho Sess. Laws 355, 359 (emphasis added). That wording has remained. I.C. § 73-209 (2006).

The Idaho Code is a compilation of laws enacted by the legislature; it is not a codification in the sense that the legislature has enacted the contents of the current version of the Idaho Code as the laws of Idaho. **"The present Idaho Code is a compilation of laws, evidentiary, but not a codification thereof."** *Golconda Lead Mines v. Neill*, 82 Idaho 96, 102, 350 P.2d 221, 224 (1960).

Thus, the compilation of statutes in the Idaho Code is merely evidence of the laws enacted by the legislature as set forth in the session laws. **The Idaho Code is not the law. The code commission has no legislative authority.** *Peterson v. Peterson*, 320 P. 3d 1244 - Idaho: Supreme Court 2014, (at 1249).

Pursuant to Mason's Manual of Legislative Procedure, § 16, Fraud Will Invalidate Acts:

Where there is more than a mere technical violation of the rules of procedure, the violation may invalidate the act, and **an act will be invalidated where there is fraud or bad faith.**

It is the personal observation of Petitioner, who is a Certified Public Accountant, that the Tennessee Code Annotated is compiled in such a manner for the purpose of deception. Petitioner alleges that the titles of statutes are intentionally misleading so as to deceive the public and confound the layperson. Petitioner alleges the "statutes" as detailed and compiled are not all lawful acts of Congress, but "codes" created and compiled by the commission, deceptively purported to be acts of congress.

These statutes may be void at the outset because they were enacted by a non-quorum of members of the bodies comprised of members who should have been disqualified from vote<sup>14</sup>. The statutes herein challenged as unconstitutional were enacted not through mere "technical violation" but by non-quorum legislative bodies comprised of members that should have disqualified due to a clear conflict of interest and bad faith and a commission unlawfully empowered to "edit" lawful acts of congress and the power to lobby congress without registration. Furthermore, the commission is unlawfully comprised of and chaired by the Chief Justice of the Tennessee Supreme Court, and Attorney General, both of whom are specifically excluded from seats in the General Assembly, **including their present de facto seats.** Therefore, regardless of whether these statutes are unconstitutional, they are invalidated by major procedural error and bad faith.

Attorney members of the body, being well educated in procedural, ethical, and statutory and constitutional provisions, know full well they should disqualify from any vote in which they have an interest. Mason's Manual of Legislative Procedure, § 502 clearly states members of the body disqualified on account of interest should not be counted in computing a quorum. Furthermore, § 522 affirms: "It is the general rule that no members can vote on a question in which they have a direct personal or pecuniary interest." In the case, *Wilson v. Iowa City*, 165 NW 2d 813 - Iowa: Supreme Court 1969; "*We have held in several cases a vote contrary to a conflict of interest rule is void, but in each case the vote was necessary to the passage of the resolution.*" In the case, *Williams v. State*, 315 P. 2d 981 - Ariz: Supreme Court 1957: quoting Dillon on Municipal Corporations, § 444:

**"One who has power, owing to the frailty of human nature will be too readily seized with the inclination to use the opportunity for securing his own interest at the expense of that for which he is intrusted. \* \* \***  
The law will in no case permit persons who have undertaken a character or a charge to change or invert that character by leaving it and acting

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<sup>14</sup> This is assuming the vote would not have carried without the vote of members that should have disqualified.

for themselves in a business in which their character binds them to act for others."

One can reasonably question whether members of the BAR should be allowed to sit in legislative seats at all. Tenn. Const. Art. II, § 26 affirms:

**No judge of any court of law or equity, secretary of state, attorney general, register, clerk of any Court of Record, or person holding any office under the authority of the United States, shall have a seat in the General Assembly; nor shall any person in this state hold more than one lucrative office at the same time; provided, that no appointment in the Militia, or to the Office of Justice of the Peace, shall be considered a lucrative office, or operative as a disqualification to a seat in either House of the General Assembly.**

Petitioner contends the judiciary has unlawfully taken control over the licensure of attorneys, and that control of licensure provides the judiciary control of the legal profession, and control over the licensure of attorneys who are sitting in legislative seats. Having this unlawful authority<sup>15</sup> over the licensure of attorneys, provides opportunity and power to the judiciary to coerce votes of attorney members of the houses of the General Assembly in violation of Tenn. Const. Art. II, § 26 through potentially de facto legislative seats and in further violation of the separation of powers doctrine.

In 1916, the United States Supreme Court affirmed in opinion, that a law "**must be construed, if fairly possible, so as to avoid not only the conclusion that it is unconstitutional, but also grave doubts upon that score.**" *United States v. Jin Fuey Moy*, 241 U.S. 394, 401, Sup. Ct. (1916); see also *Clark v. Martinez*, 543 U.S. 371, 380–81. Sup. Ct. (2005). Here, there is no "grave doubt". The below listed state statutes are in violation of multiple constitutional provisions and principles.

In Federalist No. 43, in consideration of Article I § 9, U.S. Constitution, James Madison asked: "**But who can say what experiments may be produced by the caprice of particular States, by the ambition of enterprising leaders...?**" Today, we have one answer to that question... Clearly members of BAR have successfully lobbied state Congress, effectively lobbied themselves, to enact a statute granting special privilege and false immunities to themselves, in violation of state and federal constitutions.

As further stated by James Madison in Federalist 43:

**"In a confederacy founded on republican principles, and composed of republican members, the superintending government ought clearly to possess authority to defend the system against aristocratic or monarchical innovations. The more intimate the nature of such a union may be, the greater interest have the members in the political**

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<sup>15</sup> Lawful authority further discussed below.

institutions of each other; and the greater right to insist that the forms of government under which the compact was entered into should be **SUBSTANTIALLY** maintained. **But a right implies a remedy; and where else could the remedy be deposited, than where it is deposited by the Constitution?** Governments of dissimilar principles and forms have been found less adapted to a federal coalition of any sort, than those of a kindred nature. "As the confederate republic of Germany," says Montesquieu, "consists of free cities and petty states, subject to different princes, experience shows us that it is more imperfect than that of Holland and Switzerland. " "Greece was undone," he adds, "as soon as the king of Macedon obtained a seat among the Amphictyons." In the latter case, no doubt, the disproportionate force, as well as the monarchical form, of the new confederate, had its share of influence on the events. **It may possibly be asked, what need there could be of such a precaution, and whether it may not become a pretext for alterations in the State governments, without the concurrence of the States themselves.**

Indeed, at the time of the founding, it was obvious to the members of our new Republic to repudiate, and guard against, a government comprised of monarchical or aristocratic rule and privileged persons. "*What need there could be of such a precaution?*" Today, we now know the need of that precaution and why Article I § 9, U.S. Constitution was included in our federal constitution and Art. I, § 30 of our state constitution. Fortunately, having suffered the grievances detailed in our Declaration of Independence, our founding fathers included in the constitution, the emoluments clause, constitutionally protected rights, and other provisions, and we need only look to our past history to know well why such privileges should be vehemently guarded.

Moreover, the conduct of the legislature is in violation of oath of office, and contrary to the well-being of the people, and in violation of both state and federal constitutions. The Const. of the State of Tenn., Art. X. § 2 states;

**Each member of the Senate and House of Representatives, shall before they proceed to business take an oath or affirmation to support the Constitution of this state, and of the United States and also the following oath: I\_\_\_\_\_ do solemnly swear (or affirm) that as a member of this General Assembly, I will, in all appointments, vote without favor, affection, partiality, or prejudice; and that I will not propose or assent to any bill, vote or resolution, which shall appear to me injurious to the people, or consent to any act or thing, whatever, that shall have a tendency to lessen or abridge their rights and privileges, as declared by the Constitution of this state.**

Most certainly the statutes complained of herein are injurious to the people, usurping their guaranteed rights to bring suit against the state and seek redress for false arrest, malicious prosecution, civil rights violations, etc., etc. Tenn. Const. Art



I § 17, states all courts shall be open for an injury done him in his lands, goods, person, or reputation.

**I. State Statute Providing Unconstitutional Immunity – TCA 29-20-205; Governmental Tort Liability, Actus repugnans non potest in esse produci**

State statute, Tennessee Code Annotated (TCA) 29-20-205, is repugnant to the principles upon which our Republic was founded. This law is self-incriminating, and prima facie evidence that the state must be required to reform. Knowing that conduct such as; “*gross negligence, false imprisonment pursuant to a mittimus from a court, false arrest, malicious prosecution, intentional trespass, abuse of process, libel, slander, deceit, infliction of mental anguish, invasion of privacy, civil rights violations, and malicious prosecution without probable cause,*” should all be anomaly conduct by governmental entities, this begs the question: “*Why would the State enact in statute, and provide immunity for conduct that should be an anomaly..., conduct for which redress should be available?*” The only answer to this question is that this conduct by state officials and “governmental entities” is not the occasional anomaly, but common occurrence, and the state seeks to protect its corrupt activities by unlawfully preventing suits against the state through the enactment of unconstitutional law. Perhaps it is further true that the Tenn. Code Comm. “edited” lawful acts of congress to circumvent the intent of congress?

The purpose of our legal system is to prevent not punish crime. By enacting TCA 29-20-205, the state removes all deterrent for such conduct. For the state to nullify deterrent law by enacting a law providing unconstitutional immunities, and then through its oversight agencies to grossly and negligently dismiss all complaints made against state court officials, demonstrates a profound necessity of reform.

Most certainly TCA 29-20-205, is injurious to the people, usurping their guaranteed right to bring suit against the state and seek redress for false arrest, malicious prosecution, civil rights violations, etc., etc. Tenn. Const. Art I § 17, states all courts shall be open for an injury done him in his lands, goods, person, or reputation. TCA 29-20-205 usurps this right for redress of harms caused by state agencies.

In 1916, the United States Supreme Court affirmed in opinion, that a law “*must be construed, if fairly possible, so as to avoid not only the conclusion that it is unconstitutional, but also grave doubts upon that score.*” *United States v. Jin Fuey Moy, 241 U.S. 394, 401, Sup. Ct. (1916)*; see also *Clark v. Martinez, 543 U.S. 371, 380–81. Sup. Ct. (2005)*. Here, TCA 29-20-205 is repugnant to state and federal constitutions. In Latin, *Actus repugnans non potest in esse produci*, translates approximately to; a repugnant act cannot be brought into being (that is, cannot be made effectual).



## **II. State Statute Corrupting Due Process – TCA 24-9-101 Deponents Exempt from Subpoena to Trial But Subject to Subpoena to Deposition**

TCA 24-9-101 is a statute in violation of U.S. Const. Amend XIV, § 1, and Tenn. Const. Art. I, § 17 due process clauses. Our entire system of jurisprudence rests on the well-established procedures of direct and cross-examination of witness testimony. TCA 24-9-101 unconstitutionally provides that certain persons are exempted from testifying at trial, but subject to subpoena to a deposition.

In recent legislation, the state voted to expand the list of persons exempt from testimony through proposed legislation which makes licensed clinical social workers exempt from subpoena to trial. TCA 24-9-101 sets the stage for economically disadvantaged litigants to be subjected to one-sided deposition testimony. The likely and devastating outcomes resulting from this unconstitutional legislation are deprivation of due process, children wrongfully taken, persons wrongfully declared mentally unfit, etc. Such outcomes are the clear intent and purpose of this unconstitutional statute.

Judges and juries should not be deprived the opportunity to gauge for themselves and credibility of witnesses and litigants should not be deprived an element of due process to confront adverse witness testimony.

The final clause of TCA 24-9-101, grants the state trial courts authority to award attorney fees to a party successfully defending against a subpoena to trial, which is nothing more than an unjust punishment, and seizure of property without jury, inflicted upon a party seeking fair due process.

TCA 24-9-101 is also in violation of Tenn. Const., Art. I, § 30; “That no privileges shall ever be granted or conferred in this state. It is most certainly a special privilege to be exempt from subpoena to trial further establishing the unconstitutionality of TCA 24-9-101.

TCA 24-9-101 is also in violation of Tenn. Const., Art. I, § 9

That in all criminal prosecutions, the accused hath the right to be heard by himself and his counsel; to demand the nature and cause of the accusation against him, and to have a copy thereof, **to meet the witnesses face to face**, to have compulsory process for obtaining witnesses in his favor, and in prosecutions by indictment or presentment, a speedy public trial, by an impartial jury of the county in which the crime shall have been committed, and shall not be compelled to give evidence against himself.

## **III. TCA 28-3-104 Personal Tort Actions: Actions against Certain Professionals is Unconstitutional Under Both State and Federal Constitutions**

*“Congress surely did not intend to assign to state courts and legislatures a conclusive role in the formative function of defining and characterizing the essential*

*elements of a federal cause of action.” Wilson v. Garcia, 471 US 261 - Supreme Court 1985, 471 US 261, 105, 1938, 85 L. Ed. 2d 254 - Supreme Court, 1985. “The relative scarcity of statutory claims when § 1983 was enacted makes it unlikely that Congress would have intended to apply the catchall periods of limitations for statutory claims that were later enacted by many States.” (at 278).*

*“Thus, in considering whether all § 1983 claims should be characterized in the same way for limitations purposes, it is useful to recall that § 1983 provides “a uniquely federal remedy against incursions under the claimed authority of state law upon rights secured by the Constitution and laws of the Nation.” Mitchum v. Foster, 407 US 225, 92 S. Ct. 2151, 32 L. Ed. 2d 705 - Supreme Court, 1972.*

TCA 28-3-104(a)(1)(B) affirms: “...the following actions shall be commenced within one (1) year after the cause of action accrued: **Civil actions** for compensatory or punitive damages, or both, **brought under the federal civil rights statutes**”

Suits brought under the federal rights statutes are brought in federal court, not state courts. Yes, it is accepted (perhaps falsely) that state legislatures have authority to enact statutes setting time limitations for civil suit for state statute violations and torts. Yes, if the U.S.C. does not define a statute of limitations, federal courts turn to state statutes for time limitations in “like-kind” causes of action. Regardless, states do not have authority to create statutes of limitations on federal statutes. Due to the fact that this law explicitly affirms: “**Civil actions... brought forth under the federal civil rights statutes**”: (1) this subsection of statute does not set time limitations on state suits brought in state courts under state statute, (2) this statute is expressly directed at federal suits, brought in federal courts, under federal statutes, which makes this law unconstitutional. **Congress has never granted power to the various states to set time limit bars on suits in federal courts under federal laws, and TCA 28-3-104 does exactly that – and TCA 28-3-104 is therefore unconstitutional.**

In truth, Tennessee does not have authority to legislate any statute of limitation for any injury caused to a person’s land, goods, person, or reputation. Tenn. Const., Art. I, § 17 affirms: “**That all courts shall be open; and every man, for an injury done him in his lands, goods, person or reputation, shall have remedy by due course of law, and right and justice administered without sale, denial, or delay.**”

“WITHOUT SALE, DENIAL, OR DELAY”, means exactly as it reads – “WITHOUT DENIAL”. Indeed, any and every “statute of limitation” is an unconstitutional denial of justice. All statutes of limitations are to say: “Sorry..., you waited too long, so you are DENIED JUSTICE” or, “Sorry..., too bad you didn’t know at the time, but now it is too late to seek redress, so you are DENIED JUSTICE”. Justice and due course of law are not for sale. Justice and due course of law is not to

be denied. Justice and due course of law is not to be delayed. These facts could not have been stated clearer in our state constitution.

Again, State of Tenn. Const., art. X. § 2 affirms:

I \_\_\_\_\_ do solemnly swear (or affirm) that as a member of this General Assembly, I will, in all appointments, vote without favor, affection, partiality, or prejudice; and that **I will not propose or assent to any bill, vote or resolution, which shall appear to me injurious to the people, or consent to any act or thing, whatever, that shall have a tendency to lessen or abridge their rights and privileges, as declared by the Constitution of this state.** The state constitution explicitly states that legislators are to swear oath to not propose or assent to any bill, or consent to any act or thing, whatever, that shall have a tendency to “lessen or abridge their rights and privileges”, as declared by the Constitution of this state.”

Clearly TCA 28-3-104 unjustly lessens and abridges remedy by due course of law, and administration of justice, and the legislators enacting TCA 28-3-104 are in violation of their oath of office, and therefore TCA 28-3-104 is unconstitutional under the State’s constitutional provisions. It must be obvious that in enacting TCA 28-3-104, the state is circumventing the intent of U.S. Congress’s enactment of federal civil rights statutes and lessening the right of its people to seek redress of harm caused by rights violations and discriminatorily privileged “certain professionals”. Perhaps too, the Tenn. Code Comm. “edited” the intent of Congress.

TCA 28-3-104 is also in violation of the equal protection clause of U.S. Const. Amend. XIV § 1, Tenn. Const., art. I. § 30, and U.S. Const. Art. I § 9. TCA 28-3-104(c) clearly grants special privilege to persons of “trust”; attorneys and CPA professionals, while denying that same “privilege” to medical professionals. The title alone of TCA 28-3-104 “Personal tort actions; actions against certain professionals” tells us TCA 28-3-104 is unconstitutional. “Certain Professionals”? What about other professionals? Why aren’t other professionals provided equal protection of the law as required by U.S. Const. Amend. XIV § 1? TCA 28-3-104 is nothing more than a “special privilege” granted in violation of federal and state constitution emolument clauses.

TCA 28-3-104 is in violation of U.S. Const. Amendment XIV, equal protection clause. TCA 28-3-104 (c)(1) affirms: “*Actions and suits against licensed public accountants, certified public accountants, or attorneys for malpractice shall be commenced within one (1) year after the cause of action accrued...*” Conversely, there is a larger deadline for medical malpractice lawsuits encoded in TCA 29-26-116: “*In no event shall any such action be brought more than three years after the date on which the negligent act or omission occurred...*” Considering that the professions of accountancy, medicine, and law are professions that are self-regulated, provide

service to society, and require formal education and qualification, the statute of limitations provided in the law should be equal for these professions. Obviously, this law was enacted to eliminate legal malpractice suits, while preserving revenue streams to the legal profession from medical malpractice suits.

The unconstitutional immunities and shorter statute of limitations provided for in TCA 29-20-205 and 28-3-104, are also in violation of the emoluments clause, U.S. Const. art I § 9, in that persons holding office, and or, trust under them are granted special privilege and emolument, as well as Tenn. Const., Art. I, § 30; "That no privileges shall ever be granted or conferred in this state.

TCA 29-20-205 is also in contradiction of TCA 28-3-104 which provides a one-year statute of limitations for false imprisonment, and malicious prosecution, etc. False imprisonment and malicious prosecution are most often tortious actions perpetrated by the state through its "governmental entities" (agents). To provide a statute of limitations in TCA 28-3-104 for false imprisonment and malicious prosecution, and then provide immunity from these torts in TCA 29-20-205 is contradictory statute.

#### **IV. TCA 23-2-102 Attorney Lien on Right of Action is Unconstitutional Under Both State and Federal Constitutions**

##### **Tenn. Code Annotated § 23-2-102. Lien on right of action.**

Attorneys and solicitors of record who begin a suit shall have a lien upon the plaintiff's or complainant's right of action from the date of the filing of this suit.

U.S. Constitution, Art. I § 9 Clause 8 affirms:

**No title of nobility shall be granted by the United Affirms: and no person holding any office of profit or trust under them, shall, without the consent of the Congress, accept of any present, emolument, office, or title, of any kind whatever, from any king, prince, or foreign state.**

The Constitution of the State of Tennessee, Art. I, § 30 affirms:

**That no hereditary emoluments, privileges, or honors, shall ever be granted or conferred in this state.**

There can be no doubt, Tenn. Code Ann. § 23-2-102 is an emolument and privilege granted to persons in public trust - Attorneys. Clearly this statute was enacted in violation of State Constitution and U.S. Constitution. Clearly attorneys are a distinct class of persons. There is no doubt Tenn. Code Ann. § 23-2-102 provides an extra protection to a "set of men" in collecting fees not provided to other professions. Therefore, Tenn. Code Ann. § 23-2-102 is not only in violation of emoluments clauses, Tenn. Code Ann. § 23-2-102, was also enacted in violation of Amend XIV, U.S. Const.

Considering enactment of Tenn. Code Ann. § 23-2-102, it becomes apparent that Tennessee has forgotten lessons of the past, and the grievances that caused our



nation to declare independence from Great Britain. It is apparent the legislators who enacted Tenn. Code Ann. § 23-2-102 did not consider Art. I, § 30 of the state's constitution. Perhaps too, the Tenn. Code Comm. "edited" the intent of Congress.

Like any profession, the legal profession should rely on good customer service and a process that does not bankrupt one or both of the parties. This begs the question: "*If attorneys are providing good customer service, why should there be need for enactment of a statute such as Tenn. Code Ann. § 23-2-102?*" Enactment of such a statute is prima facie evidence of a breakdown in the legal system, and attorney clients are either not satisfied with services received, or they are left unable to pay by the process, or both, "*necessitating*" such statute.

In his book, "THE FRATERNITY, Lawyers and Judges in Collusion", The Honorable Judge John Fitzgerald Molloy, details how the legal profession had transformed over the last several decades. Judge Molloy details the most profound transformation occurred as a result of billing practices of the legal profession. Around the year 1947, Judge Molloy's firm billed based on the following factors: "*1) what we had achieved for the client, 2) what was the client able to pay, and 3) what the client expected to pay.*" *id* p. 3. By the year 1969, all top-rated lawyers began billing on the "time-is-money" concept and thus came into effect today's billing standard of six-minute increments. Judge Molloy stated:

"And, as this time-is-money concept became gospel, the time necessary to get things done extended wondrously — oh, yes! — wondrously!" p. 5

Judge Molloy then went on to explain how this new "time-is-money" concept, incentivized the legal profession to create new procedural rules, complicating the legal process, "to make less, what lay persons could do for themselves." (establishment of a monopoly).

Not only is TCA 23-2-102 unconstitutional under the state and federal constitutions, TCA 23-2-102 encourages collusion between judges and attorneys to extort unearned attorney's fees under color of law. Appendix Q is a transcript evidencing collusion to extort under color of law and provides a perfect example. In that case, the litigant was extorted more than one-hundred thousand dollars (\$100,000) while being denied due process, denied trial by jury, and through criminal threat of force under color of law perpetrated by the judge.

Let us be honest together and recognize glaring facts. The number one complaint filed with the Tennessee Board of Professional Conduct is for exorbitant and fraudulent attorney's fees. Perhaps hereto the Tennessee Code Commission, "enacted" their own legislation, compiling their own "code" into the lawful acts of congress under color of law.

#### **V. TCA 23-3-103 Unauthorized Practice of Law is Unconstitutional Under Both State and Federal Constitutions**



Petitioner asserts T.C.A. 23-3-103 is unconstitutional in that it unlawfully establishes a monopoly, and deprives protected rights of due process and remedy by due course of law, provided for in U.S. Const. Amend., XIV, § 1, and Tenn. Const. Art I, § 17. Moreover, as discussed above, the validity of this "statute" is challenged as discussed above, and may very well be one of the "codes" compiled into T.C.A. and not an actual act of congress.

The language of this statute is so restrictive, it too is the equivalent of requiring a medical license to sell aspirin.

23-3-101. Chapter definitions.

As used in this chapter, unless the context otherwise requires:

(3) "Practice of law" means the **appearance as an advocate in a representative capacity or the drawing of papers, pleadings or documents or the performance of any act in such capacity in connection with proceedings pending or prospective before any court, commissioner, referee or any body, board, committee or commission constituted by law or having authority to settle controversies, or the soliciting of clients directly or indirectly to provide such services.**

Since the language of T.C.A. 23-3-101 and 23-3-103 is so restrictive, the statute effectively establishes a monopoly in violation of Tenn. Const. Art. I, § 22, "*That perpetuities and monopolies are contrary to the genius of a free state, and shall not be allowed.*"

It is a well-known fact, and the proof will show, that attorneys routinely conspire against their own clients for the purposes of: (1) vexatious litigation to generate unnecessary billable hours, and (2) civil conspiracy for various reasons. It is a further well-known fact, and the proof will show, that attorneys refuse to provide representation to any person seeking to bring a cause of action against another attorney or member of the BAR, or a member of the judiciary for; (1) tortious acts such as abuse of process, mal-practice, etc., (2) rights violations, or (3) crimes perpetrated under color of law.

It is well-established in Tennessee that litigants have a right of self-representation in Tennessee courts, and Tenn. Const., Art I, § 17 guarantees that all persons, "*for an injury done him in his lands, goods, person, or reputation, shall have remedy by due course of law, and right and justice administered without sale, denial, or delay.*"

In the case, *Meyer v. Nebraska*, 262 US 390 - Supreme Court 1923, it was affirmed:

**The established doctrine is that this liberty may not be interfered with, under the guise of protecting the public interest, by legislative action**

which is arbitrary or without reasonable relation to some purpose within the competency of the State to effect.

In the case, *Schwartz v. Board of Bar Examiners of NM*, 353 US 232 - Supreme Court 1957

**A State cannot exclude a person from the practice of law or from any other occupation in a manner or for reasons that contravene the Due Process or Equal Protection Clause of the Fourteenth Amendment.**

The end result is attorneys and judges who have lobbied for these special emolument privileges, now arrogantly claim they are the only ones entitled to them which is monopoly leveraging. Members of the BAR use this unconstitutional statute as defense mechanism to protect corrupted proceedings.

The case law of the United States Supreme Court "**reflect the obvious concern that there be no sanction or penalty imposed upon one because of his exercise of constitutional rights.**" *Gray v. Commonwealth*, Pa: Commonwealth Court 2017

The facts of (1) the unconstitutional conduct of the Tennessee Code Commission "editing" acts of congress, and compiling "codes" purported to be statute, (2) attorneys refusal to represent persons bringing causes of action against attorneys and judges, (3) the lack of objective oversight of the legal profession and judiciary, (4) conspiratorial conduct of members of the judiciary and legal profession in collusion to deprive rights and extort property under color of law through vexatious litigation designed to perpetuate unnecessary billable hours at monopolistic rates, renders THE PEOPLE effectively incapable of defending fundamental rights when the courts have been weaponized against them.

Compound these facts with the purported enactment of T.C.A. 23-3-103, further deprives Citizens and THE PEOPLE, from assistance of counsel outside the membership of the BAR who are the very ones causing them harm. Therefore, T.C.A. 23-3-103 deprives fundamental rights rendering the statute unconstitutional.

## **UNCONSTITUTIONAL COURT RULES MUST BE RENDERED VOID**

**Tennessee Rules of Civil Procedure, Rule 38.02: Demand**, is unconstitutional and limits an inviolate right to trial by jury. Rule 38.02 states:

**Any party may demand a trial by jury of any issue triable of right by jury by demanding the same in any pleading specified in Rule 7.01 or by endorsing the demand upon such pleading when it is filed, or by written demand filed with the clerk, with notice to all parties, within fifteen (15) days after the service of the last pleading raising an issue of fact.**

Tennessee Const. Art. I, § 6 affirms: ***“That the right of trial by jury shall remain inviolate, and no religious or political test shall ever be required as a qualification for jurors.”*** Black’s Law Dictionary defines Inviolate as: “Intact; not violated; free from substantial impairment. In the case, *Lakin v. Senco Products, Inc.*, 987 P. 2d 463 - Or: Supreme Court 1999, the Supreme Court of Oregon determined “Inviolate” means the same thing today as it did in the 1800’s when the Tennessee Constitution was ratified.

In 1828, the word "inviolate" meant "unhurt; uninjured; unprofaned, unpolluted; unbroken." Noah Webster, *American Dictionary of the English Language*, Vol. 1, p. 113 (1828). Although it post-dates adoption of Article I, section 17, in 1889 "inviolate" meant "not violated; free from violation or hurt of any kind; secure against violation or impairment." *The Century Dictionary*, Vol. III, p. 3174 (1889). **Thus, for purposes of this case, whatever the right to a jury trial in a civil case meant in 1857, it has the same meaning today.** The plain wording of Article I, section 17, does not answer the question whether the right to a jury trial then meant, and, therefore, now means, that the legislature may not adopt a statute imposing a cap on the amount of noneconomic damages recoverable in a civil case. (at 468)

Tennessee Rules of Civil Procedure, Rule 38 limits demand for trial by jury unconstitutionally. Just as state congresses cannot adopt a statute imposing a cap that limits a right to trial by jury, neither can the courts impose limits requiring demand in writing or at specified times.

Furthermore, the same conclusions of law stated in *Miranda v. Arizona*, 384 US 436 - Supreme Court 1966, prove that THE PEOPLE are deprived their inviolate right trial to by jury by never being informed of their right for the purpose of depriving them of their fair due process, and to perpetuate unnecessary billable hours through vexatious litigation. In the *Miranda* opinion, the Supreme court made clear that the (1) **“accused must be adequately and effectively apprised of his rights and the exercise of those rights must be fully honored,** (2) **The warning of the right to remain silent must be accompanied by the explanation that anything said can and will be used against the individual in court. This warning is needed in order to make him aware not only of the privilege, but also of the consequences of forgoing it, and** (3) **Only through such a warning is there ascertainable assurance that the accused was aware of this right.**

Today, then, there can be no doubt that the Fifth Amendment privilege is available outside of criminal court proceedings and serves to protect persons in all settings in which their freedom of action is curtailed in any significant way from being compelled to incriminate themselves. **We have concluded that without proper safeguards the process of in-custody**

interrogation of persons suspected or accused of crime contains inherently compelling pressures which work to undermine the individual's will to resist and to compel him to speak where he would not otherwise do so freely. In order to combat these pressures and to permit a full opportunity to exercise the privilege against self-incrimination, the accused must be adequately and effectively apprised of his rights and the exercise of those rights must be fully honored. *Miranda v. Arizona*, 384 US 436 - Supreme Court 1966 (at 467)

The warning of the right to remain silent must be accompanied by the explanation that anything said can and will be used against the individual in court. This warning is needed in order to make him aware not only of the privilege, but also of the consequences of forgoing it. It is only through an awareness of these consequences that there can be any assurance of real understanding and intelligent exercise of the privilege. Moreover, this warning may serve to make the individual more acutely aware that he is faced with a phase of the adversary system—that he is not in the presence of persons acting solely in his interest. (*id* at 469)

Accordingly, we hold that an individual held for interrogation must be clearly informed that he has the right to consult with a lawyer and to have the lawyer with him during interrogation under the system for protecting the privilege we delineate today. As with the warnings of the right to remain silent and that anything stated can be used in evidence against him, this warning is an absolute prerequisite to interrogation. No amount of circumstantial evidence that the person may have been aware of this right will suffice to stand in its stead: **Only through such a warning is there ascertainable assurance that the accused was aware of this right.** (*id* at 472).

The exact same argument is true regarding the right of due process and right to trial by jury but THE PEOPLE are never warned, never advised of their rights in "courts of law", and are then so deprived for corrupt purpose, and subjected to the confidence schemes of attorney and judges in collusion.

Although the confidence man is sometimes classed with professional thieves, pickpockets, and gamblers, he is really not a thief at all because he does no actual stealing. **The trusting victim literally thrusts a fat bank roll into his hands.** It is a point of pride with him that he does not have to steal.

Confidence men are not "crooks" in the ordinary sense of the word. **They are suave, slick and capable. Their depredations are very much on the genteel side. Because of their high intelligence, their solid organization,**

**the widespread convenience of the law, and the fact that the victim [sometimes] must admit criminal intentions if he wishes to prosecute, society has been neither willing nor able to avenge itself affectively. (*Scamming: The Misunderstood Confidence Man, Yale Journal of Law & the Humanities p.250*)**

As an example, here is a common scam perpetrated by attorneys and judges in collusion. First the targeted victim is identified, and in family court cases, it is typically the high earner, or the person least at fault for the divorce. The first information attorneys require before accepting a divorce case is a detailed listing of assets and liabilities, so they will know exactly how much money can be extracted from the trusting victim(s). The parties, uninformed of the corruption of our courts, and through FALSE PUBLIC TRUST, assume they will be provided fair and impartial proceedings and adherence to the "law". They are never advised of their rights of due process, right to trial by jury, and right to remonstrate grievance of wrongdoing by government officials. As in *Miranda*, this is a clear deprivation of constitutionally protected rights.

In coordination with opposing counsel, the opposing party makes false and unsupported allegations, often suborned perjury encouraged by an attorney, and upon which the judge in collusion then bases unjust decision. These unjust rulings are made knowing that the falsely accused party will expend all their emotional and financial resources disproving false and unsupported allegations.

"No official with an IQ greater than room temperature in Alaska could claim that he or she did not know that the conduct at the center of this case violated both state and federal law. (perjury statutes)" *Hardwick v. County of Orange*, 844 F. 3d 1112 - Ct of App, 9th Cir., 2017 (at 1119).

Continuing in FALSE PUBLIC TRUST, the wrongfully accused, continues to believe that when further evidence is provided to the court, the court (corrupted judge), will then render justice. Typically, it takes as much as one-year passage of time, exposed to corrupted and vexatious litigation, for the wrongfully accused, to finally understand and recognize that no matter what evidence they present, no matter what proper legal argument is made, they will never be provided fair due process, and they will always be denied justice. It is then that they begin to seek redress of grievance by petition to oversight agencies, or suits in federal courts, only to further find all the agencies and courts have been corrupted. It is common sense, that these corrupted practices of the legal profession and judiciary in the trial courts would not be engaged in, except for knowing they can do so with impunity. See Appendix F, for expanded argument.

The first step to combat this corruption of our courts is to advise persons of their rights, including their inviolate right to trial by jury (if necessary).



## **THE TENNESSEE BOARD OF JUDICIAL CONDUCT IS UNCONSTITUTIONAL TRANSFER OF POWER**

The Tennessee Board of Judicial Conduct (TBJC), is a governmental entity that never should have come into being and is repugnant to our Constitution. The TBJC is an unconstitutional transfer of power from the legislature to the judiciary to oversee the judiciary. Article V, § 2 of the Tennessee Constitution affirms: **“The House of Representatives shall have the sole power of impeachment.”**, and § 3 of the same Art. further affirms: **“The House of Representatives shall elect from their own body three members, whose duty it shall be to prosecute impeachments.”**

The phrases **“shall have sole power of impeachment”**, **“shall elect from their own body”**, and **“whose duty it shall be to prosecute impeachments”** could not be clearer. It is the DUTY of the House to prosecute impeachment, and the House is required and **“SHALL ELECT”** three members to prosecute impeachment.

It is for good reason our Constitution set forth these duties of the House. The House is representative of the people, elected to office, with the solemn responsibility to protect the welfare of their constituents. Conversely, the TBJC’s officers and members are appointed and comprised primarily of judges performing duties clearly mandated to the legislature in our constitution, and in violation of Separation of Powers doctrine. Astoundingly, Tenn. Const. Art. II, § 26 affirms: **“No judge of any court of law or equity, shall have a seat in the General Assembly...”** and yet here we have judges in de facto legislative seats clearly performing the duties of the House, in clear violation of our Constitution. **THIS MUST STOP.**

Our Constitution states that **“All courts shall be open”** and while legislative proceedings are conducted in the open and under scrutiny of livestream and recorded video, review of complaints against judges are concealed from public view and the TBJC unconstitutionally operates in the dark so as to preserve **FALSE PUBLIC TRUST**. Indeed, even the record retention policy of the TBJC, suggests intent to conceal judicial misconduct.

Despite it being the House’s responsibility to prosecute impeachments and hear complaints, one can well expect that the judiciary, through the TBJC, will defy the General Assembly and refuse to provide copies of complaints and evidence filed with the TBJC. Petitioner challenges this body to demand review of complaints. The judiciary will likely and falsely assert their contorted view of **“separation of powers”**

According to Petitioner’s research, and the **SUMMARY of OVERSIGHT OF JUDICIAL CONDUCT IN TENNESSEE 1971 TO 2011**, prepared by the Administrative Office of the Courts, the last time a judge was impeached by the General Assembly was 1958, and prior to the creation of the Judicial Standards Commission (JSC) in 1971, now the TBJC. This is not surprising, since we have the fox watching the hen house, and no judge will take action against another judge,

except in corrupted interest, or where there is infighting. Indeed, Supreme Court Justice Gorsuch stated: “any criticism of his brothers and sisters of the robe is an attack or a criticism on everybody wearing the robe as a judge.”

Your people are suffering greatly. Corrupted judicial proceedings conducted by judges who have no objective oversight are causing great harm. The travesties of our judiciary perpetrated upon our fellow Americans, very often leads to substance abuse to dull the pain of injustice, and all too often leads to suicide and sometimes even vigilante justice. THIS TOO MUST STOP.

In considering proper legislation and quorum to establish the TBJC (or abolish), further consideration should be given to the conduct of the TBJC. I would direct the General Assembly’s attention to the fact that the TBJC has not once recommended impeachment, and has dismissed 100% of complaints filed by non-legal professionals. It is a statistical impossibility that 100% of complaints are without merit. See attached Auditor’s Compilation proving this fact based on the TBJC’s own annual reports (previously provided to US Congress in requested brief and emailed to this General Assembly). That Auditor’s Report is not a statistical analysis, but simple addition and subtraction: Complaints received, minus complaints acted upon, equals complaints dismissed.

Tennessee judge, Casey Moreland was arrested by federal authorities and recently sentenced in federal court. Judge Moreland had been on the bench since 1998, and the TBJC admitted to the media, that multiple complaints to the board, against Judge Moreland had been received and dismissed. A USA Today reporter stated in her article: “Documents suggest Moreland had continued control in those cases, and that may be symptom of a larger problem.” Further in that article is a quote of David Cook, a former member of the TBJC: “It could just be a bureaucratic mix-up, but it certainly has every appearance of a conflict and does not inspire confidence in the judicial system.”

In a Tennessean news article, it was reported Moreland kept a list of 13 people on his iPhone labeled “witnesses” and he paid more than \$6,000 so a woman would recant her allegations against Moreland and he plotted to have drugs planted in her car to be “discovered” in a staged traffic stop. Judge Moreland’s wife testified he moved out of their home due to infidelity allegations, was diagnosed with a depressive disorder in 2009, and struggled with mental illness and alcohol abuse. The fact that the TBJC received and dismissed multiple complaints against a judge of such character, evidences the TBJC provides no objective oversight of the judiciary. It is common sense logic that judges would not engage in that type of conduct except for the fact that they know they can do so with impunity, and that the TBJC is not functioning as intended.

It is further suggested to the General Assembly to consider the “return on investment” and work product of the TBJC, and whether the services they provide merit the expense to the state and its citizens. Very likely the caseload of 1.4 complaints per day is manageable by the House. Respectfully, if a few judges are impeached, such as the ones presented herein, it is very probable the rest of the judiciary will begin to conduct themselves with honor, and within the confines of the constitution, and complaints against the judiciary will decrease dramatically.

During preparation of this Petition of Remonstrance, it has come to Petitioner’s attention, through members of the bodies, that the General Assembly intends to “sunset” the TBJC, and perhaps transfer that authority to the Supreme Court of Tennessee. Perhaps, this is for the purpose of circumventing this Remonstrance and declaring the issue “moot” as court’s often do when forced to adhere to the law of the land and constitutional provisions. Petitioner strongly cautions members of the Senate and House from transferring the authority of the TBJC to the Supreme court as THE PEOPLE can expect more of the same lack of objective oversight in the judiciary having oversight of the judiciary. The Tenn. Const. Art. V, clearly states the House has the sole power of impeachment and it is the duty of the House to oversee the conduct of the judiciary.

### **THE TENNESSEE BOARD OF PROFESSIONAL RESPONSIBILITY IS UNCONSTITUTIONAL TRANSFER OF POWER**

The Tennessee Board of Professional Responsibility is but yet another unconstitutional mechanism of the BAR and judiciary in collusion, to protect corrupted court proceedings. If an attorney complains about the conduct of a judge, very often that attorney is brought before the discipline counsel under false, and unsupported allegations. The Tenn. Bd. of Prof. Resp. is used by the judiciary to hold the licensure of attorneys hostage when a well-minded attorney calls into question the conduct or integrity of a member of the judiciary, or when an attorney advocates a position “unpopular” to the judiciary.

In subsequent hearings, members of the BAR will present testimony to this General Assembly that they have been retaliated against by members of the judiciary for the purpose of protecting corrupted court proceedings, and or, for taking a position “unpopular” or contrary to judiciary.

In addition to the normal privilege tax imposed by the state, the judiciary also imposes a tax used to fund the Tenn. Bd. of Prof. Resp. This is of course unconstitutional due to the fact that the judiciary does not have lawful authority to impose taxes. It is further alleged that pursuant to lawful act of congress, court rules must be approved by congress, and that Tenn. Sup. Ct. Rule 9: Disciplinary Enforcement, has never been approved by congress, and that the Tennessee Supreme Court is acting outside their jurisdiction and authority.

Again, as referenced above, Tenn. Const. Art VI, § 1 which affirms:

**The judicial power of this state shall be vested in one Supreme Court and in such Circuit, Chancery and other Inferior Courts as the Legislature shall from time to time, ordain and establish; in the judges thereof, and in justices of the peace. The Legislature may also vest such jurisdiction in Corporation Courts as may be deemed necessary. Courts to be holden by justices of the peace may also be established.**

Also, as referenced above, Black's Law Dictionary defines Judicial Power as follows:

The authority vested in courts and judges to hear and decide cases and to make binding judgments on them: the power to construe and apply the law when controversies arise over what has been done or not done under it.

It is the state that licenses attorneys to practice law, not the judiciary or BAR. **The constitution does not grant lawful authority to the judiciary to legislate or oversee licensure of any profession, including the "profession of law". Only judicial power is granted to the judiciary and no other powers.**

In the words of an undisclosed member of the BAR:

*"The third is about the **intimidation of attorneys**. So Attorney's not only have to pay a privilege tax just like everybody else who has a license which goes to the state treasury, attorneys have to pay the supreme court an additional fee to operate the Board of professional responsibility and then **if they are disciplined they have to pay attorney's fees on top of that.***

***And then if they put him on probation the attorney has to pay another attorney to supervise them.***

***The power and control that the supreme court has over attorneys is greater than you even understand.***

*I challenge the constitutionality of the attorney discipline system and of course the supreme court found that it was constitutional."*

This General Assembly should take pause and carefully consider the words of an attorney and member of the BAR: **"The power and control that the supreme court has over attorneys is greater than you even understand."**

The repugnancy of this concept of the judiciary having power over attorneys who appear before them, is yet another unconstitutional concept that frustrates rational thought and is repugnant to our form of government and in violation of constitutional provisions.

Consider the words of this attorney... **“if they are disciplined, they have to pay attorney’s fees on top of that..., And then if they put him on probation the attorney has to pay another attorney to supervise them.**

Very obviously, the judiciary does not have power to legislate. The judiciary only has judicial power (defined above). The judiciary cannot force payment of attorney fees, nor does the judiciary have power to coerce payment to another attorney for supervising them. Effectively, this amounts to extortion under color of law.

Pursuant to Tenn. Const. Art. I, § 8, **“That no man shall be taken or imprisoned, or disseized of his freehold, liberties or privileges, or outlawed, or exiled, or in any manner destroyed or deprived of his life, liberty or property, but by the judgment of his peers, or the law of the land.”** It is an incontrovertible fact that attorneys are deprived trial by jury in Bd of Prof. Responsibility proceedings. This begs the further question: **“Under what lawful authority, and under what law of the land are attorneys subject to in paying attorney’s fees, and fees for another attorney to supervise them?”** Perhaps one of the “codes” compiled by the Tennessee Code Commission without lawful act of congress?

Having licensure of attorneys subject to the “oversight” of the judiciary and BAR, through an agency controlled by the judiciary, unconstitutionally sets the stage for coercive oversight of well-minded attorneys. Premises considered, the Tennessee Board of Professional Responsibility should be abolished, power returned to the THE PEOPLE inherent in their representation in the House.

Just as the House has the sole power of impeachment, the House and the legislature have oversight of the licensure of all professions, including the profession of law. Also, as stated above:

Petitioner contends the judiciary has unlawfully taken control over the licensure of attorneys, and that control of licensure provides the judiciary control of the legal profession, and control over the licensure of attorneys who are sitting in legislative seats. **Having this unlawful authority over the licensure of attorneys, provides opportunity and power to the judiciary to coerce votes of attorney members of the houses of the General Assembly in violation of Tenn. Const. Art. II, § 26 through potentially de facto legislative seats and in further violation of the separation of powers doctrine.**

## **PROPOSED ARTICLES OF IMPEACHMENT AND/OR REMOVAL FROM OFFICE**

Pursuant to Tennessee Constitution, Article V, § 1, the **House of Representatives shall have the sole power of impeachment.** Pursuant to Article V, § 4, **judges shall be liable to impeachment, whenever they may commit any crime in their official capacity**



which may require disqualification but **judgment shall only extend to removal from office, and disqualification to fill any office thereafter.**

Further pursuant to Tennessee Constitution, Article VI, § 6;

**Judges and attorneys for the state may be removed from office by a concurrent vote of both Houses of the General Assembly, each House voting separately; but two-thirds of the members to which each House may be entitled must concur in such vote. The vote shall be determined by ayes and noes, and the names of the members voting for or against the judge or attorney for the state together with the cause or causes of removal, shall be entered on the journals of each House respectively. The judge or attorney for the state, against whom the Legislature may be about to proceed, shall receive notice thereof accompanied with a copy of the causes alleged for his removal, at least ten days before the day on which either House of the General Assembly shall act thereupon.**

Tennessee Code Ann. § 17-1-104. Oath of office, states as follows:

**Before entering upon the duties of office, every judge and chancellor in this state is required to take an oath or affirmation to support the constitutions of the United States and that of this state, and to administer justice without respect of persons, and impartially to discharge all the duties incumbent on a judge or chancellor, to the best of the judge's or chancellor's skill and ability. The oath shall be administered in accordance with title 8 or any other applicable law.**

**18 U.S.C § 241 – Conspiracy against rights;** If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any 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; They shall be fined under this title or imprisoned not more than ten years, or both;

**18 U.S. Code § 242 - Deprivation of rights under color of law** Whoever, under color of any law, ..., willfully subjects any person in any State, ... to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, ...shall be fined under this title or imprisoned not more than one year

**Tenn. Code Ann. § 39-14-112 - Extortion;** (a) A person commits extortion who uses coercion upon another person with the intent to: (1) Obtain property, services, any advantage or immunity;

**IN MAINTENANCE AND SUPPORT OF IMPEACHMENT AGAINST THE FOLLOWING FOR CRIMES AND MISDEMEANOURS AND CONDUCT IN VIOLATION OF OATH OF OFFICE.**

**I. Judge Joe H. Thompson, Circuit Court Judge, Sumner County**

Judge Joe H. Thompson, is Circuit Court Judge for Sumner County at Gallatin, with office located at: 105 Public Square, Gallatin, TN 37066, Phone 615-452-6771.

Incident to his position as a circuit court judge, Joe H. Thompson engaged in criminal and unconstitutional conduct with respect to a litigant that is incompatible with the trust and confidence placed in him as a judge as follows:

**Article I**

Petitioner John A Gentry was a litigant in a divorce case appearing before Judge Joe H. Thompson.

On numerous occasions, during court proceedings, Judge Thompson repeatedly and grossly deprived Mr. Gentry fair due process, which included deprivation of: right to be heard, right to present evidence, right to confront adverse witness testimony, right to present argument orally. Such conduct is in violation of 18 U.S. Code § 242 and commission of crime while in office.

Wherefore, Judge Joe H. Thompson is guilty of crime and should be removed from office.

**Article II**

Petitioner John A Gentry was a litigant in a divorce case appearing before Judge Joe H. Thompson.

On two occasions, during court proceedings, Judge Thompson conspired to injure, oppress, threaten, and intimidate free exercise of fair due process. Such conduct is in violation of 18 U.S. Code § 241 and commission of crime while in office.

Wherefore, Judge Joe H. Thompson is guilty of crimes and should be removed from office.

**Article III**

Petitioner John A Gentry was a litigant in a divorce case appearing before Judge Joe H. Thompson.

On several occasions, during court proceedings, Judge Thompson conspired to extort money under color of law. Such conduct is in violation of Tenn. Code Ann. § 39-14-112 – Extortion, 18 USC § 1951(b)(2), and commission of crime while in office.

Wherefore, Judge Joe H. Thompson is guilty of crimes and should be removed from office.

#### **Article IV**

Petitioner John A Gentry was a litigant in a divorce case appearing before Judge Joe H. Thompson.

During court proceedings, Judge Thompson conspired to evade subpoenaed evidence and testimony. Such conduct is in violation 18 USC § 1512 and commission of crime while in office.

Wherefore, Judge Joe H. Thompson is guilty of crimes and should be removed from office.

#### **II. Judge Joseph A. Woodruff**

Judge Joseph A. Woodruff is Circuit Court Judge in the Chancery Court For The 21st Judicial District at Williamson County, with office located at: 135 4th Avenue South, Suite 286 Franklin, TN 37064, Phone 615-425-4009.

Incident to his position as a circuit court judge, Joseph A. Woodruff engaged in criminal and unconstitutional conduct with respect to a litigant that is incompatible with the trust and confidence placed in him as a judge as follows:

##### **Article I**

Petitioner Ronna Lyn Ueber was a litigant in a divorce case and ancillary separate cause of action to obtain judgment for collection of attorney fees appearing before Judge Joseph A. Woodruff.

On numerous occasions, during court proceedings, Judge Joseph A. Woodruff repeatedly and grossly deprived Ronna Lyn Ueber fair due process, which included deprivation of: right to be heard, right to present evidence, right to confront adverse witness testimony, right to present argument orally. Such conduct is in violation of 18 U.S. Code § 242 and commission of crime while in office.

Wherefore, Judge Joseph A. Woodruff is guilty of crime and should be removed from office.

##### **Article II**

Petitioner Ronna Lyn Ueber was a litigant in a divorce case and ancillary separate cause of action to obtain judgment for collection of attorney fees appearing before Judge Joseph A. Woodruff.

During court proceedings, Judge Joseph A. Woodruff conspired to injure, oppress, threaten, and intimidate free exercise of fair due process. Such conduct is in violation of 18 U.S. Code § 241 and commission of crime while in office.

Wherefore, Judge Joseph A. Woodruff is guilty of crimes and should be removed from office.

### **Article III**

Petitioner Ronna Lyn Ueber was a litigant in a divorce case and ancillary separate cause of action to obtain judgment for collection of attorney fees appearing before Judge Joseph A. Woodruff.

During ancillary case court proceedings, Judge Joseph A. Woodruff conspired to extort money under color of law. Such conduct is in violation of Tenn. Code Ann. § 39-14-112 – Extortion, 18 USC § 1951(b)(2), and commission of crime while in office.

Wherefore, Judge Joseph A. Woodruff is guilty of crimes and should be removed from office.

### **Article IV**

Petitioner Ronna Lyn Ueber was a litigant in a divorce case and ancillary separate cause of action to obtain judgment for collection of attorney fees appearing before Judge Joseph A. Woodruff.

During court proceedings, Joseph A. Woodruff conspired to accept illegally obtained subpoenaed documents including personal banking information. Such conduct amounts to aiding and abetting criminal conduct and he is guilty as principal of commission of crime while in office.

Wherefore, Judge Joseph A. Woodruff is guilty of crimes and should be removed from office.

### **Article V**

Petitioner Ronna Lyn Ueber was a litigant in a divorce case and ancillary separate cause of action to obtain judgment for collection of attorney fees appearing before Judge Joseph A. Woodruff.

During court proceedings, Joseph A. Woodruff conspired to take jurisdiction in a case where he had none, and then conspired to “create jurisdiction” for the purpose of perpetrating crimes listed in Articles I through IV above, and also to extort through unlawful attorney’s fees from both parties.

Wherefore, Judge Joseph A. Woodruff is guilty of crimes and should be removed from office.

### **Article VI**

Petitioner Ronna Lyn Ueber was a litigant in a divorce case and ancillary separate cause of action to obtain judgment for collection of attorney fees appearing before Judge Joseph A. Woodruff.

During court proceedings, Joseph A. Woodruff conspired to issue unlawful arrest warrant, and set excessive bail on an out of state person. Such conduct is in violation of 18 U.S. Code § 241, 242 and commission of crime while in office.

Wherefore, Judge Joseph A. Woodruff is guilty of crimes and should be removed from office.

### **III. Judge Amanda McClendon**

Judge Amanda McClendon is Circuit Court Judge in the Second Circuit for Davidson County, Tennessee, Twentieth Judicial District, with office located at: 1 Public Square, Suite 506, Nashville, TN 37201, Phone 615-862-5905

Incident to her position as a circuit court judge, Amanda McClendon engaged in criminal and unconstitutional conduct with respect to a litigant that is incompatible with the trust and confidence placed in him as a judge as follows:

#### **Article I**

Petitioner John A Gentry was a Plaintiff in a fraud and abuse case appearing before Judge Amanda McClendon.

Judge Amanda McClendon repeatedly and grossly deprived Mr. Gentry fair due process, which included deprivation of: right to be heard, right to present evidence, right to confront adverse witness testimony, right to present argument orally. Such conduct is in violation of 18 U.S. Code § 242 and commission of crime while in office.

Wherefore, Judge Amanda McClendon is guilty of crime and should be removed from office.

#### **Article II**

Petitioner John A Gentry was a Plaintiff in a fraud and abuse case appearing before Judge Amanda McClendon.

Judge Amanda McClendon refused equal protection of the law. Such conduct is in violation of 18 U.S. Code § 241, 242 and commission of crime while in office.

Wherefore, Judge Amanda McClendon is guilty of crime and should be removed from office.

#### **Article III**

Petitioner John A Gentry was a Plaintiff in a fraud and abuse case appearing before Judge Amanda McClendon.

During court proceedings, Judge Amanda McClendon conspired to injure, oppress, threaten, and intimidate free exercise of fair due process. Such conduct is in violation of 18 U.S. Code § 241 and commission of crime while in office.



Wherefore, Judge Amanda McClendon is guilty of crime and should be removed from office.

#### **Article IV**

Petitioner John A Gentry was a Plaintiff in a fraud and abuse case appearing before Judge Amanda McClendon.

During court proceedings, Judge Amanda McClendon committed fraud upon the court through intentional false application of res judicata and litigation privilege doctrines. Such conduct is commission of crime while in office.

Wherefore, Judge Amanda McClendon is guilty of crime and should be removed from office.

#### **IV. Tennessee Court of Appeals at Nashville, Appellate Court Judges**

Incident to their position as appellate court judges, the Tennessee Court of Appeals judges have engaged in criminal and unconstitutional conduct with respect to all appellate court litigants that is incompatible with the trust and confidence placed in them as a judge as follows:

##### **Article I**

The Tennessee Court of Appeals aides and abets rights violations and refuses to enforce perjury statutes and refuses to report judicial misconduct. It is true and incontestable that crimes and rights violations occurring in the lower courts would not occur, except for the intentional gross negligence, and fraud upon the court of the appellate court judges.

Wherefore, all Appellate Court judges are guilty of crimes and should be removed from office.

##### **Article II**

The Tennessee Court of Appeals conspired to deprive a litigant fair due process of appellate court proceedings in violation of 18 U.S.C. §§ 241 and 242. See Appendix E Third Cause of Action.

Wherefore, Appellate Court judges are guilty of crimes and should be removed from office.

##### **Article III**

The Tennessee Court of Appeals previously issued invoices for "State Litigation Tax" in the amount of \$13.75. The bottom of each invoice reads in part: "*Failure to pay the litigation tax within 15 days from the date of this invoice will subject your appeal to dismissal*". Clerks in the Appellate Court Clerk's Office have stated that

cases are often dismissed for failure to pay a \$13.75 invoice. More recently, the Ct of Appeals has accelerated the pay by date from 15 days to 7 days. There can be no valid business purpose in accelerating payment for "State Litigation Tax" for such a small amount. The fact that cases are dismissed under such circumstance is clear evidence of a confidence scheme and intentional deprivation of constitutionally protected rights in violation of 18 U.S.C. §§ 241 and 242.

Wherefore, Appellate Court judges are guilty of crimes and should be removed from office.

## **V. Chief Justice of the Tennessee Supreme Court**

Justice Jeffrey S. Bivins is Chief Justice of the Supreme Court of Tennessee and Chair of the Tennessee Code Commission, with office located at: Supreme Court Building, Suite 321, 401 7<sup>th</sup> Avenue North, Nashville, TN 37219.

Incident to his position as Chief Justice, he has engaged in declared acts of tyranny and violation of our most sacred separation of powers doctrine:

### **Article I**

He has called together legislative bodies at places unusual, uncomfortable, and distant from the depository of their Public Records, for the sole purpose of fatiguing them into compliance with his measures.

### **Article II**

He has dissolved Representative Houses repeatedly, for opposing with manly firmness his invasions on the rights of the people.

### **Article III**

He has combined with others to subject us to a jurisdiction foreign to our constitution, and unacknowledged by our laws; giving his Assent to their Acts of pretended Legislation.

### **Article IV**

For protecting them, by a mock Trial from punishment for any crimes which they should commit on the Inhabitants of this state.

## **VI. Attorney General for the State of Tennessee**

Attorney General Herbert H. Slatery III is Attorney General & Reporter for the State of Tennessee with office located

Justice Jeffrey S. Bivins is Chief Justice of the Supreme Court of Tennessee and Chair of the Tennessee Code Commission, with office located in Nashville, TN 37202.

Incident to his position as Attorney General, he has engaged in declared acts of tyranny and violation of our most sacred separation of powers doctrine:

### **Article I**

He has called together legislative bodies at places unusual, uncomfortable, and distant from the depository of their Public Records, for the sole purpose of fatiguing them into compliance with his measures.

### **Article II**

He has dissolved Representative Houses repeatedly, for opposing with manly firmness his invasions on the rights of the people.

### **Article III**

He has combined with others to subject us to a jurisdiction foreign to our constitution, and unacknowledged by our laws; giving his Assent to their Acts of pretended Legislation.

### **Article IV**

For protecting them, by a mock Trial from punishment for any crimes which they should commit on the Inhabitants of this state.

### **Article V**

For holding himself above the law and above review by any court.

## **MISCELLANEOUS GRIEVANCE**

On or about November 14, 2018, Petitioner visited the office of the Chief Clerk of the House of Representatives, Tammy Letzler, inquiring about in which office a Petition of Remonstrance should be filed. Ms. Letzler, informed me that she was unaware of what a Remonstrance was but that she would research and follow up with me at a later time.

On November 15, 2018, Petitioner sent a follow-up thank you email to which no response was received. On November 26, 2018, Petitioner sent another follow-up email, and again, no response was received.

On or about November 28, 2018, having received no communication from Chief Clerk Tammy Letzler, Petitioner again visited her office, and met with her briefly in the corridor outside her office. During a brief conversation in the corridor, Chief Clerk Letzler informed Petitioner that the last time a remonstrance was filed in the State of Tennessee was in the year 1850. Chief Clerk Letzler suggested to Petitioner that he should introduce a bill to the legislature, apparently suggesting a remonstrance was not the proper way to seek redress of grievances against government policy or government officials.

As evidenced above, it is most certain that a right to redress of grievance by address of remonstrance is a constitutionally provided right. As evidenced above, it

is beyond doubt that inherent in the republican character of a state, is the right to petition the government for redress of grievances. This right is fundamental to our form of government and guaranteed in both state and federal constitutions.

The conduct of Chief Clerk Letzler, in ignoring email communication, suggesting Petitioner introduce a bill to the legislature, failing to provide instruction on where to file a remonstrance, strongly suggests intent to deprive a constitutionally guaranteed right of remonstrance, possibly in violation of criminal codes 18 U.S. Code § 241, and 242.

At best, the conduct of Chief Clerk Letzler is in violation of oath, and evidences lack of competence in performance of duty. Petitioner respectfully DEMANDS that Chief Clerk Letzler be informed of her duty to preserve rights guaranteed in our constitution, and be responsive to THE PEOPLE to whom she serves.

## **REFORMS DEMANDED & REDRESS OF GRIEVANCES**

### **I. Impeachment of Those Found Guilty of Crimes Committed While in Office.**

Pursuant to Tenn. Const. Art. V, § 1, The House of Representatives shall have the sole power of impeachment. Pursuant to Tenn. Const. Art. V, § 4, judges of the Supreme Court, judges of the inferior courts, and attorneys for the state, shall be liable to impeachment, whenever they may, in the opinion of the House of Representatives, commit any crime in their official capacity which may require disqualification.

The above Proposed Articles of Impeachment allege crimes, declared acts of tyranny, violation of oath of office. The attached appendixes and proof to be further presented prove beyond reasonable doubt, that those accused are guilty of crimes and declared acts of tyranny inflicted upon the inhabitants, Citizens, and PEOPLE of the State of Tennessee.

For their crimes and acts of tyranny, they should be impeached so as to never again hold office in public trust. For the House to discharge or ignore its duty in this regard, is to further subject the inhabitants, Citizens, and PEOPLE of the State of Tennessee to despotism and oppression, thus forsaking the state's republican character in violation of THE CONSTITUTION OF THE UNITED STATES.

Tenn. Const. Art. VI, § 6 further provides the House authority to remove from office, judges and attorneys of the state by concurrent vote of both houses, should they be found to have engaged in conduct incompatible with the trust and confidence placed in them.

## II. Drug Testing of Judges & Attorneys

Many professions require drug testing as a prerequisite to employment for good reason. For attorneys and especially judges, mandatory drug tests before taking office, and for attorneys when being licensed to practice must be required. It is further suggested that judges from the pool of the judiciary be randomly selected and tested for illegal substances.

THE PEOPLE should not be subjected to try their cases before judges who may be drug dependent of use illegal substances for obvious reasons.

Since members of the judiciary more commonly come from a more economically privileged class, those members of the judiciary who may use illegal substance recreationally or habitually, are more likely to utilize more expensive illegal substances. An expensive drug habit will likely predispose them to engage in corruption as a means to finance expensive illegal substance use or abuse. Random drug testing will minimize or eliminate the potential for criminal or unconstitutional conduct.

## III. Live Stream and Recorded Court Proceedings Must Be Made Available To The Public

Tenn. Const. Art. I, § 17 affirms: "That all courts shall be open". It is for good reason our founders included this protection in our constitution. As stated by U.S. Supreme Court Justice Burger in opinion in the case *Richmond Newspapers, Inc. v. Virginia*:

**The crucial prophylactic aspects of the administration of justice cannot function in the dark; no community catharsis can occur if justice is "done in a corner [or] in any covert manner." Supra, at 567. It is not enough to say that results alone will satiate the natural community desire for "satisfaction." A result considered untoward may undermine public confidence, and where the trial has been concealed from public view an unexpected outcome can cause a reaction that the system at best has failed and at worst has been corrupted. (at 571 - 572).**

"Star Chambers", "In Chamber Proceedings", and any and all closed-door sessions of the courts with less than both parties and both counsels present (including pro se litigants), must be declared by session statute unlawful and prohibited. Since our constitution states that all courts shall be open, any and all "In Chamber" and similar closed-door sessions of court are in violation of Tenn. Const. Art. I, § 17 and must be declared so by this General Assembly.

All Court proceedings must be made available to the public via audio visual recorded proceedings, and made available online through the court's website(s). It is a false statement to assert "it costs too much" considering the 2018-2019 budget



includes \$1,000,000 for the single purpose of “Courtroom Security: To provide non-recurring funding for grants to counties to implement or improve security systems in courtrooms.” What better way to improve courtroom security than to ensure justice is served fairly through truly open courts, thus minimizing the need for courtroom security?

Further false arguments of protecting victims, juveniles, etc. can be addressed through the use of aliases and other similar measures.

On July 9, 2018, Senator Grassley, chairman of the Senate Judiciary Committee, made the case in a video address for increasing transparency and confidence in the federal judiciary by allowing cameras in federal courtrooms.

<https://www.facebook.com/grassley/videos/10156439972170797/UzpfSTEWMDAwODI5NTAwNzg0NjoyMjc5NTEzODg5MDAxNzU/>

In his video address, Senator Grassley states:

*“... it brings transparency, it brings an educational opportunity, so I think it is about time we have rules mandating cameras in the courtroom, including the Supreme Court here so people can see how the judicial branch of government functions, so they can be educated about it, but the more important thing is to have respect for the judicial branch and in turn greater respect for rule of law.”*

If somehow the state does not desire to make its courts safe for the people by installing audio/visual equipment, the legislature must declare it illegal in session statute, to prohibit litigants from providing their own audio-visual equipment. Many courthouses in Tennessee, post rules that cameras and recording equipment are not permitted. Some courthouses require permission of the court to record court proceedings in violation of Tenn. Const. Art. I, § 17.

The General Assembly must declare in session statute that it is unconstitutional to prohibit or require permission to record court proceedings. The General Assembly must take action to begin outfitting all courtrooms with audio-visual equipment and make recorded proceedings available to the public online.

#### **IV. All Courts Shall be open, and the Tennessee Court of Appeals Should Not Conceal The Record from Public Access.**

The Tennessee Court of Appeals is operating unconstitutionally by concealing the record from public view. On the Court of Appeals website, at the court’s “discretion”, many documents are concealed, and not made available to the public for viewing or download. Many documents are not made available so as to hide the misconduct of attorneys and judges that occurs in the lower courts.

Recently Petitioner was notified that the record in his own personal case was to be destroyed but that he could withdraw the record if desired. Petitioner notified the appellate court of his desire to withdraw the record.

While standing at the counter in the Clerk's Office of the Court of Appeals at Nashville, to withdraw the record, the clerks removed all the motions, briefs, and orders from the record, prior to turning over the record to Petitioner. Petitioner inquired if he could also have the motions, briefs, and orders since those documents too were part of the record. The clerk responded, that those documents were the property of the court and would not be released. Inquiring further if those documents were to be retained by court, Petitioner was informed that the documents would be destroyed. This fact renders the Tennessee Court of Appeals as NOT a COURT OF RECORD due to the facts that certain documents are excluded from the online record at the "discretion" of the court and clerk's office, and that those documents excluded from the electronic record are ultimately destroyed, thus rendering the Court of Appeals NOT A COURT OF RECORD.

The General Assembly must declare in session statute that the Tennessee Court of Appeals is to make ALL DOCUMENTS (Appellant/Appellee Briefs, Motions, Memorandums, Orders, etc.) available online for public viewing and download and maintain a complete permanent record electronically available to the public. Our federal courts already do this via the Public Access To Court Electronic Records (PACER) website and database.

#### **V. Litigants Must Be Advised Of Their Right Of Due Process**

Respectfully stated, this DEMAND, cannot rightfully be denied by the General Assembly, and must be put into effect immediately. Upon presentation of Remonstrance, Petitioner moves for a vote of the joint houses of the Senate and House.

As stated above: In the Miranda opinion, the Supreme court made clear that the (1) "accused must be adequately and effectively be apprised of his rights and the exercise of those rights must be fully honored, (2) The warning of the right to remain silent must be accompanied by the explanation that anything said can and will be used against the individual in court. This warning is needed in order to make him aware not only of the privilege, but also of the consequences of forgoing it, and (3) Only through such a warning is there ascertainable assurance that the accused was aware of this right.

In the same basis as stated in opinion of the Supreme Court of the United states in Miranda, litigants must be advised of their right of due process which includes: (1) Right to be heard, (2) Right to Present Evidence, (3) Right to confront adverse witness testimony, (4) Right to fair and impartial court, (5) Right to trial by jury in civil cases and at any time the impartiality of the court is questioned.

**CONSTRUCT & PROCESS**

Upon commencement of any and all litigation, both civil and criminal, all parties to any case, both Defendant(s) and Plaintiff(s) must be advised and acknowledge advisement and understanding, in writing, of their constitutionally protected rights. This writing is to be evidenced by their signature and witnessed by a member of the court, and recorded permanently into the court of record.

**BEGIN DOCUMENT**

**Rights retained by THE PEOPLE in all courts.**

Tenn. Const. Art. I, § 17: That all courts shall be open; and every man, for an injury done him in his lands, goods, person or reputation, shall have remedy by due course of law, and right and justice administered without sale, denial, or delay.

Due course of law means you have a right of DUE PROCESS. Essential elements of DUE PROCESS as determined by the Supreme Court of the United States include the following:

- You have a right to be heard;
- You have a right to present evidence according to the rules of evidence;
- You have a right to present your evidence orally;
- You have a right to confront adverse witness testimony of ANY person(s) face to face;
- You have an inviolate right to trial by jury in both civil and criminal cases;
- You have a right to a fair and impartial court;
- You have a right to record proceedings with audio/visual equipment if not provided by the court;
- If in your own opinion, and at any time, if you feel you are being deprived a fair and impartial court (JUDGE), you have a right to stop proceedings and STAY ALL ORDERS, and DEMAND TRIAL BY JURY;
- It is a federal crime to violate constitutionally protected rights under 18 U.S.C. §§ 241 and 242.
- If you have evidence beyond doubt that a member of the judiciary has violated any of these rights, you have a right to Petition of Remonstrance to seek impeachment of any judge to be filed with the Clerk's Office of the House of Representatives.

Do you understand these rights? If you understand your rights presented above, acknowledged so by your signature.

Litigant Name Printed: \_\_\_\_\_

Litigant Signature: \_\_\_\_\_

Witness Name Printed: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

END DOCUMENT

**VI. Unconstitutional Statutes Granting Emolument, Providing False Immunities, and Usurping Rights Are Void**

As discussed above, statutes challenged must be made void or repealed. When the constitutionality of a state statute is challenged, the challenge is presented first to the state Supreme Court. Due to the fact that the Chief Justice of the Tennessee Supreme Court is a member of the Tennessee Code Commission, who edits, compiles, and organizes the Tennessee Code Annotated, and certifies acts of state congress placing them if force, the Tennessee Supreme Court is incapable of impartial review. Therefore, it will fall to the Supreme Court of the United States to review and make determination, should the General Assembly decide not to void/repeal.

**VII. Oversight of the Judiciary Must Be Restored to the House**

ARTICLE V. Impeachments. § 1. The House of Representatives shall have the sole power of impeachment. The process of Remonstrance and Demand for Impeachment for crimes should be put in place and streamlined.

This process should include the following:

- Complaint is to be accepted by the House of Representatives. It is suggested committee(s) be put in place by the House to review complaints.
- The “voting members” of the committee(s) should never include a member who is an attorney due to clear conflict of interest. An attorney may be a part of the committee to provide advisement.
- Petitioners have a right to attend proceedings and present orally.
- If the committee determines a complaint is without merit, the complainant has a right to petition either the full House, or request review by a jury of twelve (12) from the jury pool, with proceedings to be conducted in the House Hearing Rooms, with House member oversight. If the jury concurs that the complaint has merit, the petition is presented to the House for vote.
- If crimes are evidenced and the House concurs that crimes are evidenced, impeachment proceedings should commence under Art. V.
- If the conduct complained of is such that it is incompatible with the trust and confidence placed, then removal proceedings should commence under Art. IV, § 6.

**VIII. Licensure of Attorneys Must Be Restored To the Legislature & Tenn. Bd. of Prof. Resp. Abolished**

For reasons stated above, the Tennessee Board of Professional Responsibility must be abolished. The state must create a new agency with oversight and/or controlled by the House.

**IX. The Tennessee Code Commission Must Be Abolished**

For obvious reasons stated above, the Tennessee Code Commission must be abolished. The entire Tennessee Code must be reviewed to ensure the Code reflects the lawful acts of congress. Repealed statutes must be reviewed to make determination of lawful repeal. The compilation, structure, etc. of the Tennessee Code must be restored to the General Assembly, or Secretary of State. It is respectfully suggested to follow the process used in publishing of the United States Code.

**X. Performance Measurements of Judges Must Be Put In Place**

Blind surveys mandatory by litigants, court workers, attorneys, members of juries should be put in place. There is a common phrase of varying sorts by different groups. In business the phrase might be; "What gets measured, gets managed" or "Measure what you treasure"

Perhaps law students attend court proceedings and complete survey. Perhaps CPE credits for attorneys who court watch and complete surveys.

The results of surveys should be made available to the public online and reviewed on a regular basis by the House.

**XI. Personal Redress of Grievance Demanded**

Your petitioner John Anthony Gentry has suffered grievous loss due to the failure of the state to provide him fair and impartial courts, and due to the repeated and gross violations of his protected rights by state officials. Petitioner therefore, respectfully and humbly requests the state to reimburse him all of his litigation and court costs (including attorney fees paid), incurred in both state and federal courts. As a Certified Public Accountant, Petitioner is well capable of providing detailed listing of costs and fees incurred, supported by credit card and bank statements and receipts. Petitioner anticipates this reimbursement to total less than Fifty-thousand dollars (\$50,000). Considering the emotional and financial devastation caused by state officials, and countless hours spent over several years, researching, writing complaints, memorandums, motions, appeals, this should be considered a very humbly sought redress.



Petitioner further requests the General Assembly to declare the judgments of Judge Amanda McClendon, in Case No. 16C2615, void for fraud on the court and false application of law, and civil conspiracy to deprive equal protection and due process of law. Petitioner seeks this redress so that he may bring suit once again, before a jury of peers and a fair and impartial court to seek redress for fraud, constructive fraud, civil conspiracy, deprivation of rights, abuse of process, and intentional infliction of emotional anguish against the perpetrators Pamela Anderson Taylor and Brenton Hall Lankford. It is due to the criminal and tortious conduct of Pamela Anderson Taylor and Brenton Hall Lankford, that this matter is now brought before this Honorable General Assembly.

Respectfully Submitted,

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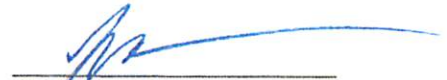
John Anthony Gentry, CPA  
208 Navajo Court  
Goodlettsville, TN 37072  
johng@wethepeoplev50.com  
(615) 351-2649

Oath

State of Tennessee )

County of Davidson )

I, John Anthony Gentry, after being first duly sworn according to law, do hereby make oath and affirm that all statements included in this PETITION OF REMONSTRANCE and attached appendixes, are true and correct to the best of my knowledge, information and belief

  
John Anthony Gentry

Sworn to and subscribed before me, this

the 14<sup>th</sup> day of January, 2019



Notary Public



My Commission Expires 05/06/2019

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 RULES OF JUDICIAL AND PROFESSIONAL CONDUCT<sup>1</sup>**

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 throughout my first amended complaint.
4. Thank you.

Pursuant to 28 U.S. Code § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed 2/3/2024



**JEFFREY RYAN FENTON**

17195 SILVER PARKWAY, #150  
FENTON, MI, 48430-3426  
JEFF.FENTON@LIVE.COM

(P) 615.837.1300

(F) 810.255.4438

<sup>1</sup> <https://rico.jefffenton.com/evidence/tennessee-rules-of-judicial-and-professional-conduct.pdf>



# TENNESSEE SUPREME COURT

## RULES OF JUDICIAL AND PROFESSIONAL CONDUCT

### PRINCIPAL RULES VIOLATED:

<b>SECTION 1 - TERMINOLOGY</b>	<b>1</b>
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## Tenn. R. Sup. Ct. 1.0

### Rule 1.0 - TERMINOLOGY

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



## Section 2 - Definitions

### Section 2 - Definitions

**Board:** The Board of Professional Responsibility of the Supreme Court of Tennessee.

**Complainant:** A person who alleges misconduct by an attorney, including misconduct by Disciplinary Counsel and attorney members of the Board and members of the district committees.

**Court:** The Supreme Court of Tennessee.

**Declaration under Penalty of Perjury:** A declaration under penalty of perjury meeting the requirements of Tenn. R. Civ. P. 72.

**Disciplinary Counsel:** The Chief Disciplinary Counsel selected by the Court and staff Disciplinary Counsel employed by the Chief Disciplinary Counsel, with the approval of the Board, pursuant to the provisions of this Rule.

**District committees:** Committees of attorneys appointed by the Court pursuant to provisions of this Rule.

**Hearing panels:** Panels of three district committee members selected by the Chair of the Board, or in the absence of the Chair selected by the Vice-Chair of the Board, to hear matters pursuant to provisions of this Rule.

**Panel:** A panel of three members selected by the Chair of the Board, or, in the Chair's absence, the Vice-Chair. At least two of the members of the panel shall be members of the Board, only one of whom may be a non-lawyer; and, one of the members of the panel may be a district committee member from the same disciplinary district as the respondent or petitioning attorney.

**Practice monitor:** An attorney licensed to practice law in the State of Tennessee designated by the Board to supervise an attorney as a condition of public discipline, probation or reinstatement pursuant to the provisions of this Rule.

**Protocol memorandum:** A memorandum prepared by Disciplinary Counsel and provided to the Court pursuant to the provisions of this Rule which addresses the following:

- 1) The basis for the Petition for Discipline;
- 2) The proposed disposition;
- 3) The procedural history;
- 4) The prior history of discipline; and,
- 5) The reasons for the proposed discipline, including:
  - a) application of the ABA Standards for Imposing Lawyer Sanctions;

b) comparative Tennessee discipline in similar cases; and,

c) aggravating and mitigating circumstances of the kind and character set forth in the ABA Standards for Imposing Lawyer Sanctions.

**Retired:** For purposes of this Rule, an attorney is "retired" if the attorney is at least sixty-five years of age and is not actively engaged in the practice of law; or, the attorney is at least fifty years of age, is inactive with the Tennessee Commission on Continuing Legal Education and Specialization, and has not engaged in the practice of law for at least fifteen years.

**RPC:** The Rules of Professional Conduct as adopted by Rule 8 of the Rules of the Tennessee Supreme Court.

**Rule:** Rule 9 of the Rules of the Tennessee Supreme Court.

**Section:** A section of Rule 9 of the Rules of the Tennessee Supreme Court.

**Serious crime:** The term "serious crime" as used in Section 22 of this Rule shall include any felony and any other crime a necessary element of which, as determined by the statutory or common law definition of such crime, involves improper conduct as an attorney, interference with the administration of justice, false swearing, misrepresentation, fraud, willful failure to file income tax returns, willful tax evasion, deceit, bribery, extortion, misappropriation, theft, or an attempt or a conspiracy or solicitation of another to commit a "serious crime."

**Serve or service:** The method of serving pleadings or other papers as specified in Section 18 of this Rule or otherwise in the provisions of this Rule.

## Tenn. R. Sup. Ct. 1.1

Rule 1.1 - Compliance with the Law

A judge shall comply with the law, including the Code of Judicial Conduct.

*Tenn. R. Sup. Ct. 1.1*

## Tenn. R. Sup. Ct. 1.2

### Rule 1.2 - SCOPE OF REPRESENTATION AND ALLOCATION OF AUTHORITY BETWEEN CLIENT AND LAWYER

(a) Subject to paragraphs (c) and (d), a lawyer shall abide by a client's decisions concerning the objectives of representation and, as required by RPC 1.4, shall consult with the client about the means by which the client's objectives are to be accomplished. A lawyer may take such action on behalf of the client as is impliedly authorized to carry out the representation. A lawyer shall abide by a client's decision whether to settle a matter. In a criminal case, the lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial, and whether the client will testify.

(b) A lawyer's representation of a client, including representation by appointment, does not constitute an endorsement of the client's political, economic, social, or moral views or activities.

(c) A lawyer may limit the scope of representation if the limitation is reasonable under the circumstances and the client gives informed consent, preferably in writing.

(d) A lawyer shall not counsel a client to engage, or assist a client, in conduct that the lawyer knows or reasonably should know is criminal or fraudulent, but a lawyer may discuss the legal consequences of any proposed course of conduct with a client and may counsel or assist a client to make a good faith effort to determine the validity, scope, meaning, or application of the law.

*Tenn. R. Sup. Ct. 1.2*

#### *Comment*

##### *Allocation of Authority Between Client and Lawyer*

[1] Paragraph (a) confers upon the client the ultimate authority to determine the purposes to be served by legal representation, within the limits imposed by law and the lawyer's professional obligations. The decisions specified in paragraph (a), such as whether to settle a civil matter, also must be made by the client. See RPC 1.4(a)(1) for the lawyer's duty to communicate with the client about such decisions. With respect to the means by which the client's objectives are to be pursued, the lawyer shall consult with the client as required by RPC 1.4(a)(2) and may take such action as is impliedly authorized to carry out the representation.

[2] On occasion, however, a lawyer and a client may disagree about the means to be used to accomplish the client's objectives. Clients normally defer to the special knowledge and skill of their lawyer with respect to the means to be used to accomplish their objectives, particularly with respect to technical, legal, and tactical matters. Conversely, lawyers usually defer to the client regarding such questions as the expense to be incurred and concern for third persons who might be adversely affected. Because of the varied nature of the matters about which a lawyer and client might disagree and because the actions in question may implicate the interests of a tribunal or other persons, this Rule does not prescribe how such disagreements are to be resolved. Other law, however, may be applicable and should be consulted by the lawyer. The lawyer should also consult with the client and seek a mutually acceptable resolution of the disagreement. If such efforts are unavailing and the lawyer has a fundamental disagreement with the client, the lawyer may withdraw from the representation, subject to the approval of the tribunal, when required. See RPC 1.16(b)(4). Conversely, the client may resolve the disagreement by discharging the lawyer. See RPC 1.16(a)(3).



[3] *At the outset of a representation, the client may authorize the lawyer to take specific action on the client's behalf without further consultation. Absent a material change in circumstances and subject to RPC 1.4, a lawyer may rely on such an advance authorization. The client may, however, revoke such authority at any time.*

[4] *In a case in which the client appears to have diminished capacity, the lawyer's duty to abide by the client's decisions is to be guided by reference to RPC 1.14.*

#### **Independence From Client's Views or Activities**

[5] *Legal representation should not be denied to people who are unable to afford legal services, or whose cause is controversial or the subject of popular disapproval. By the same token, representing a client does not constitute approval of the client's views or activities.*

#### **Agreements Limiting the Scope of the Representation**

[6] *The scope of services to be provided by a lawyer may be limited by agreement with the client or by the terms under which the lawyer's services are made available to the client. When a lawyer has been retained by an insurer to represent an insured, for example, the representation may be limited to matters related to the insurance coverage. A limited representation may be appropriate because the client has limited objectives for the representation. In addition, the terms upon which representation is undertaken may exclude specific means that might otherwise be used to accomplish the client's objectives. Such limitations may exclude actions that the client thinks are too costly or that the lawyer regards as repugnant or imprudent.*

[7] *Although this Rule affords the lawyer and client substantial latitude to limit the representation, the limitation must be reasonable under the circumstances. If, for example, a client's objective is limited to securing general information about the law the client needs in order to handle a common and typically uncomplicated legal problem, the lawyer and client may agree that the lawyer's services will be limited to a brief telephone consultation. Such a limitation, however, would not be reasonable if the time allotted was not sufficient to yield advice upon which the client could rely. Although an agreement for a limited representation does not exempt a lawyer from the duty to provide competent representation, the limitation is a factor to be considered when determining the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation. See RPC 1.1.*

[8] *All agreements concerning a lawyer's representation of a client must accord with the Rules of Professional Conduct and other law. See, e.g., RPCs 1.1, 1.8, and 5.6.*

#### **Criminal, Fraudulent, and Prohibited Transactions**

[9] *Paragraph (d) prohibits a lawyer from counseling or assisting a client to engage in conduct that the lawyer knows or reasonably should know is criminal or fraudulent. This prohibition, however, does not preclude the lawyer from giving an honest opinion about the actual consequences that appear likely to result from a client's conduct. Nor does the fact that a client uses advice in a course of action that is criminal or fraudulent of itself make a lawyer a party to the course of action. There is a critical distinction between presenting an analysis of legal aspects of questionable conduct and recommending the means by which a crime or fraud might be committed with impunity.*

[10] *When the client's course of action has already begun and is continuing, the lawyer's responsibility is especially delicate. In some situations the lawyer may be permitted or required by Rule 1.6 to reveal the client's wrongdoing. See RPC 1.6(b)(1) and (c)(1). In any case, however, the lawyer is required to avoid assisting the client, for example, by drafting or delivering documents that the lawyer knows are fraudulent or by suggesting how the wrongdoing might be concealed. A lawyer may not continue assisting a client in conduct that the lawyer originally supposed was legally proper but then discovers is criminal or fraudulent. The lawyer must, therefore, withdraw from the*



*representation of the client in the matter. See RPC 1.16(a). In some cases, withdrawal alone might be insufficient. It may be necessary for the lawyer to give notice of the fact of withdrawal and to disaffirm any opinion, document, affirmation or the like. See RPC 4.1.*

*[11] Where the client is a fiduciary, the lawyer may be charged with special obligations in dealings with a beneficiary.*

*[12] Paragraph (d) applies whether or not the defrauded party is a party to the transaction. Hence, a lawyer must not participate in a transaction to effectuate criminal or fraudulent avoidance of tax liability. Paragraph (d) does not preclude undertaking a criminal defense incident to a general retainer for legal services to a lawful enterprise. The last clause of paragraph (d) recognizes that determining the validity or interpretation of a statute or regulation may require a course of action involving disobedience of the statute or regulation or of the interpretation placed upon it by governmental authorities.*

*[13] If a lawyer comes to know or reasonably should know that a client expects assistance not permitted by the Rules of Professional Conduct or other law, or if the lawyer intends to act contrary to the client's instructions, the lawyer must consult with the client regarding the limitations on the lawyer's conduct. See RPC 1.4(a)(5).*

*DEFINITIONAL CROSS-REFERENCES "Fraudulent" See RPC 1.0(d) "Informed consent" See RPC 1.0(e) "Knows" See RPC 1.0(f) "Reasonable" See RPC 1.0(h) "Reasonably should know" See RPC 1.0(j) "Writing" See RPC 1.0(n)*

## Tenn. R. Sup. Ct. 1.6

### Rule 1.6 - CONFIDENTIALITY OF INFORMATION

(a) A lawyer shall not reveal information relating to the representation of a client unless:

- (1) the client gives informed consent;
- (2) the disclosure is impliedly authorized in order to carry out the representation; or
- (3) the disclosure is permitted by paragraph (b) or required by paragraph (c).

(b) A lawyer may reveal information relating to the representation of a client to the extent the lawyer reasonably believes necessary:

(1) to prevent the client or another person from committing a crime, including a crime that is reasonably certain to result in substantial injury to the financial interest or property of another, unless disclosure is prohibited or restricted by RPC 3.3;

(2) to prevent the client from committing a fraud that is reasonably certain to result in substantial injury to the financial interests or property of another and in furtherance of which the client has used or is using the lawyer's services, unless disclosure is prohibited or restricted by RPC 3.3;

(3) to prevent, mitigate, or rectify substantial injury to the financial interests or property of another that is reasonably certain to result or has resulted from the client's commission of a fraud in furtherance of which the client has used the lawyer's services, unless disclosure is prohibited or restricted by RPC 3.3;

(4) to secure legal advice about the lawyer's compliance with these Rules; or

(5) to establish a claim or defense on behalf of the lawyer in a controversy between the lawyer and the client, to establish a defense to a criminal charge or civil claim against the lawyer based upon conduct in which the client was involved, or to respond to allegations in any proceeding concerning the lawyer's representation of the client; or

(6) to detect and resolve conflicts of interest arising from the lawyer's change of employment or from changes in the composition or ownership of a firm, but only if the revealed information would not compromise the attorney-client privilege or otherwise prejudice the client.

(c) A lawyer shall reveal information relating to the representation of a client to the extent the lawyer reasonably believes disclosure is necessary:

(1) to prevent reasonably certain death or substantial bodily harm;

(2) to comply with an order of a tribunal requiring disclosure, but only if ordered to do so by the tribunal after the lawyer has asserted on behalf of the client all non-frivolous claims that the information sought by the tribunal is protected against disclosure by the attorney-client privilege or other applicable law; or



(3) to comply with RPC 3.3, 4.1, or other law.

(d) A lawyer shall make reasonable efforts to prevent the inadvertent or unauthorized disclosure of, or unauthorized access to, information relating to the representation of a client.

*Tenn. R. Sup. Ct. 1.6*

**Comment**

[1] This Rule governs the disclosure by a lawyer of information relating to the representation of a client during the lawyer's representation of the client. See RPC 1.18 for the lawyer's duties with respect to information provided to the lawyer by a prospective client, RPC 1.9(c) for the lawyer's duty not to reveal information relating to the lawyer's prior representation of a former client and RPCs 1.8(b) and 1.9(c) for the lawyer's duties with respect to the use of such information to the disadvantage of clients and former clients.

[2] A fundamental principle in the client-lawyer relationship is that, in the absence of the client's informed consent, the lawyer must not reveal information relating to the representation. See RPC 1.0(e) for the definition of informed consent. This contributes to the trust that is the hallmark of the client-lawyer relationship. The client is thereby encouraged to seek legal assistance and to communicate fully and frankly with the lawyer even as to embarrassing or legally damaging subject matter. The lawyer needs this information to represent the client effectively and, if necessary, to advise the client to refrain from wrongful conduct. Almost without exception, clients come to lawyers in order to determine their rights and what is, in the complex of laws and regulations, deemed to be legal and correct. Based upon experience, lawyers know that almost all clients follow the advice given, and the law is upheld.

[3] The principle of client-lawyer confidentiality is given effect by related bodies of law: the attorney-client privilege, the work-product doctrine, and the rule of confidentiality established in professional ethics. The attorney-client privilege and work-product doctrine apply in judicial and other proceedings in which a lawyer may be called as a witness or otherwise required to produce evidence concerning a client. The rule of client-lawyer confidentiality applies in situations other than those where evidence is sought from the lawyer through compulsion of law. The confidentiality rule, for example, applies not only to matters communicated in confidence by the client but also to all information relating to the representation, whatever its source. A lawyer may not disclose such information except as authorized or required by the Rules of Professional Conduct or other law. See also Scope.

[3a] The requirement of maintaining confidentiality of information relating to representation applies to government lawyers who may disagree with the policy goals that their representation is designed to advance.

[3b] Information made confidential by this Rule does not include what a lawyer learns about the law, legal institutions such as courts and administrative agencies, and similar public matters in the course of representing clients. For example, during legal research of an issue while representing a client, a lawyer may discover a particularly important precedent, devise a novel legal approach, or learn the preferable way to frame an argument before a particular judge that is useful both in the immediate matter and in other representation. Such information is part of the general fund of information available to the lawyer.

[4] Paragraph (a) prohibits a lawyer from revealing information relating to the representation of a client. This prohibition also applies to disclosures by a lawyer that do not in themselves reveal protected information but could reasonably lead to the discovery of such information by a third person. A disclosure of information in a way that cannot reasonably be linked to the client does not reveal information relating to the representation of a client in

*violation of this Rule. For example, a lawyer's use of hypotheticals to discuss issues relating to the representation is permissible so long as there is no reasonable likelihood that the listener will be able to ascertain the identity of the client or the situation involved.*

*[4a] Unless there is a reasonable likelihood of adverse effect to the client, this Rule does not prohibit a lawyer from disclosing information relating to representation of a client for purposes of providing professional assistance to other lawyers, whether informally, as in educational conversations among lawyers, or more formally, as in continuing-legal-education lectures. Thus, a lawyer may generally confer with another lawyer (whether or not in the same firm) concerning an issue in which the disclosing lawyer has gained experience through representing a client in order to assist the other lawyer in representing that lawyer's own clients.*

***Authorized Disclosure***

*[5] Except to the extent that the client's instructions or special circumstances limit that authority, a lawyer is impliedly authorized to make disclosures about a client when appropriate in carrying out the representation. In some situations, for example, a lawyer may be impliedly authorized to admit a fact that cannot properly be disputed or to make a disclosure that facilitates a satisfactory conclusion to a matter. Lawyers in a firm may, in the course of the firm's practice, disclose to each other information relating to a client of the firm, unless the client has instructed that particular information be confined to specified lawyers.*

***Disclosure Adverse to Client***

*[6] Although the public interest is usually best served by a strict rule requiring lawyers to preserve the confidentiality of information relating to the representation of their clients, the confidentiality rule is subject to limited exceptions. For example, paragraph (b)(1) permits the lawyer to reveal information to the extent necessary to enable affected persons or appropriate authorities to prevent the client from committing a crime.*

*[7] Paragraph (b)(2) is another limited exception to the rule of confidentiality that permits disclosure to the extent necessary to prevent the client from perpetrating a fraud, as defined in RPC 1.0(d), but only if the fraud is reasonably certain to result in substantial injury to the financial or property interests of another and the client has used or is using the lawyer's services in furtherance of the fraud. Such a serious abuse of the client-lawyer relationship by the client forfeits the protection of this Rule. The client can, of course, prevent such disclosure by refraining from the wrongful conduct. Although paragraphs (b)(1) and (b)(2) do not require the lawyer to reveal the client's misconduct, the lawyer may not counsel or assist the client in conduct the lawyer knows is criminal or fraudulent. See RPC 1.2(d). See RPC 1.16 with respect to the lawyer's obligation or right to withdraw from the representation of the client in such circumstances, and RPC 1.13(c), which permits the lawyer, where the client is an organization, to reveal information relating to the representation in limited circumstances. In addition, where the client is an organization, the lawyer may be in doubt whether contemplated conduct will actually be carried out by the organization's constituents. Where necessary to guide conduct in connection with this Rule, the lawyer may make inquiry within the organization as indicated in RPC 1.13(b). RPC 3.3, rather than paragraphs (b)(1) and (b)(2) of this Rule, governs disclosure of a client's intention to commit perjury or other crimes in connection with an adjudicative proceeding.*

*[8] Paragraph (b)(3) addresses the situation in which a crime in furtherance of which a client has used a lawyer's services has been consummated. Although the client no longer has the option of preventing disclosure by refraining from the wrongful conduct, there will be situations in which the loss suffered by the affected person can be prevented, rectified or mitigated. In such situations, the lawyer may disclose information relating to the*

*representation to the extent necessary to enable the affected persons to prevent or mitigate reasonably certain losses or to attempt to recoup their losses. Paragraph (b)(3) does not apply when a person who has committed a crime or fraud thereafter employs a lawyer for representation concerning that offense.*

*[9] A lawyer's confidentiality obligations do not preclude a lawyer from securing confidential legal advice about the lawyer's personal responsibility to comply with these Rules. In most situations, disclosing information to secure such advice will be impliedly authorized for the lawyer to carry out the representation. Even when the disclosure is not impliedly authorized, paragraph (b)(4) permits such disclosure because of the importance of a lawyer's compliance with the Rules of Professional Conduct. For the protection of the client, such disclosures may be made only if they will be protected by the attorney-client privilege.*

*[10] Where a legal claim or disciplinary charge alleges complicity of the lawyer in a client's conduct or other misconduct of the lawyer involving representation of the client, the lawyer may respond to the extent the lawyer reasonably believes necessary to establish a defense. The same is true with respect to a claim brought by the lawyer involving the conduct or representation of a former client, such as when in-house counsel brings suit to redress his or her discharge from an organizational employer in retaliation for abiding by, or refusing to violate, a clear expression of public policy in the Rules of Professional Conduct. See also RPC 1.16, Comment [4]. Such a charge can arise in a civil, criminal, disciplinary, or other proceeding and can be based on a wrong allegedly committed by the lawyer against the client or on a wrong alleged by a third person, for example, a person claiming to have been defrauded by the lawyer and client acting together. The lawyer's right to respond arises when an assertion of such complicity has been made. Paragraph (b)(5) does not require the lawyer to await the commencement of an action or proceeding that charges such complicity, so that the defense may be established by responding directly to a third party who has made such an assertion. The right to defend also applies, of course, where a proceeding has been commenced. Where practicable and not prejudicial to the lawyer's ability to establish the defense, the lawyer should advise the client of the third party's assertion and request that the client respond appropriately.*

*[11] A lawyer entitled to a fee is permitted by paragraph (b)(5) to prove the services rendered in a proceeding to collect it. This aspect of the rule expresses the principle that the beneficiary of a fiduciary relationship may not exploit it to the detriment of the fiduciary.*

*[12] Other law may require that a lawyer disclose information about a client. Whether such a law supersedes RPC 1.6 is a question of law beyond the scope of these Rules. When disclosure of information relating to the representation appears to be required by other law, the lawyer must discuss the matter with the client to the extent required by RPC 1.4. If, however, the other law supersedes this Rule and requires disclosure, paragraph (c)(3) requires the lawyer to make such disclosures as are necessary to comply with the law.*

#### ***Detection of Conflicts of Interest***

*[13] Paragraph (b)(6) recognizes that lawyers in different firms may need to disclose limited information to each other to detect and resolve conflicts of interest, such as when a lawyer is considering an association with another firm, two or more firms are considering a merger, or a lawyer is considering the purchase of a law practice. See RPC 1.17, Comment [7]. Under these circumstances, lawyers and law firms are permitted to disclose limited information, but only once substantive discussions regarding the new relationship have occurred. Any such disclosure should ordinarily include no more than the identity of the persons and entities involved in a matter, a brief summary of the general issues involved, and information about whether the matter has terminated. Even this limited information, however, should be disclosed only to the extent reasonably necessary to detect and resolve conflicts of interest that might arise from the possible new relationship. Moreover, the disclosure of any information is prohibited if it would compromise the attorney-client privilege or otherwise prejudice the client (e.g., the fact that a*



*corporate client is seeking advice on a corporate takeover that has not been publicly announced; that a person has consulted a lawyer about the possibility of divorce before the person's intentions are known to the person's spouse; or that a person has consulted a lawyer about a criminal investigation that has not led to a public charge). Under those circumstances, paragraph (a) prohibits disclosure unless the client or former client gives informed consent. A lawyer's fiduciary duty to the lawyer's firm may also govern a lawyer's conduct when exploring an association with another firm and is beyond the scope of these Rules.*

*[14] Any information disclosed pursuant to paragraph (b)(6) may be used or further disclosed only to the extent necessary to detect and resolve conflicts of interest. Paragraph (b)(6) does not restrict the use of information acquired by means of independent of any disclosure pursuant to paragraph (b)(6). Paragraph (b)(6) also does not affect the disclosure of information within a law firm when the disclosure is otherwise authorized, see Comment [5], such as when a lawyer in a firm discloses information to another lawyer in the same firm to detect and resolve conflicts of interest that could arise in connection with undertaking a new representation.*

*[15] Paragraph (b) permits disclosure only to the extent the lawyer reasonably believes the disclosure is necessary to accomplish one of the purposes specified. Where practicable, the lawyer should first seek to persuade the client to take suitable action to obviate the need for disclosure. In any case, a disclosure adverse to the client's interest should be no greater than the lawyer reasonably believes necessary to accomplish the purpose. If the disclosure will be made in connection with a proceeding of a tribunal, the disclosure should be made in a manner that limits access to the information to the tribunal or other persons having a need to know it, and appropriate protective orders or other arrangements should be sought by the lawyer to the fullest extent practicable.*

*[16] Paragraph (b) permits but does not require the disclosure of information relating to a client's representation to accomplish the purposes specified in paragraphs (b)(1) through (b)(5). In exercising the discretion conferred by this Rule, the lawyer may consider such factors as the nature of the lawyer's relationship with the client and with those who might be injured by the client, the lawyer's own involvement in the transaction, and any other factors that may extenuate the conduct in question. A lawyer's decision not to disclose as permitted by paragraph (b) does not violate this Rule. Disclosure may be required, however, by other Rules. Some Rules require disclosure only if such disclosure would be permitted by paragraph (b). See, e.g., RPCs 8.1 and 8.3. RPC 3.3, on the other hand, requires disclosure in some circumstances regardless of whether such disclosure is permitted by this Rule. See RPC 3.3(h) and (i). Also, in some circumstances, RPCs 4.1(b) and (c) require disclosure of the lawyer's withdrawal from the representation of a client and disaffirmation of written materials prepared for the client.*

***Disclosure Otherwise Required or Authorized***

*[17a] Paragraph (c)(1) recognizes the overriding value of life and physical integrity and requires disclosure reasonably necessary to prevent reasonably certain death or substantial bodily harm. Substantial bodily harm includes life-threatening and debilitating illnesses and the consequences of child sexual abuse. Such harm is reasonably certain to occur if such injuries will be suffered imminently or if there is a present and substantial threat that a person will suffer such injuries at a later date if the lawyer fails to take action necessary to eliminate the threat. Thus, a lawyer who knows that a client has accidentally discharged toxic waste into a town's water supply must reveal this information to the authorities if there is a present and substantial risk that a person who drinks the water will contract a life-threatening or debilitating disease and the lawyer's disclosure is necessary to eliminate the threat or reduce the number of victims.*

*[17b] A lawyer might be called as a witness to give testimony concerning a client or might be ordered to reveal information relating to the representation of a client by a court or by another tribunal or governmental entity claiming authority pursuant to other law to compel the disclosure. Absent informed consent of the client to do*

*otherwise, the lawyer should assert on behalf of the client all nonfrivolous claims that the order is not authorized by other law or that the information sought is protected against disclosure by the attorney-client privilege or other applicable law. In the event of an adverse ruling, the lawyer must consult with the client about the possibility of appeal to the extent required by RPC 1.4. Unless review is sought, however, paragraph (c)(2) permits the lawyer to comply with the court's order.*

**Acting Competently to Preserve Confidentiality**

*[18] Paragraph (d) requires a lawyer to act competently to safeguard information relating to the representation of a client against unauthorized access by third parties and against inadvertent or unauthorized disclosure by the lawyer or other persons who are participating in the representation of the client or who are subject to the lawyer's supervision. See RPCs 1.1, 5.1, and 5.3. The unauthorized access to, or the inadvertent or unauthorized disclosure of information relating to the representation of a client does not constitute a violation of paragraph(d) if the lawyer has made reasonable efforts to prevent the access or disclosure. Factors to be considered in determining the reasonableness of the lawyer's efforts include, but are not limited to, the sensitivity of the information, the likelihood of disclosure if additional safeguards are not employed, the cost of employing additional safeguards, the difficulty of implementing the safeguards, and the extent to which the safeguards adversely affect the lawyer's ability to represent clients (e.g., by making a device or important piece of software excessively difficult to use). A client may require the lawyer to implement special security measures not required by this Rule or may give informed consent to forgo security measures that would otherwise be required by this Rule. Whether a lawyer may be required to take additional steps to safeguard a client's information in order to comply with other law, such as state and federal laws that govern data privacy or that impose notification requirements upon the loss of, or unauthorized access to, electronic information, is beyond the scope of these Rules. For a lawyer's duties when sharing information with nonlawyers outside the lawyer's own firm, see RPC 5.3, Comments [3]-[4].*

*[19] When transmitting a communication that includes information relating to the representation of a client, the lawyer must take reasonable precautions to prevent the information from coming into the hands of unintended recipients. This duty, however, does not require that the lawyer use special security measures if the method of communication affords a reasonable expectation of privacy. Special circumstances, however, may warrant special precautions. Factors to be considered in determining the reasonableness of the lawyer's expectation of confidentiality include the sensitivity of the information and the extent to which the privacy of the communication is protected by law or by a confidentiality agreement. A client may require the lawyer to implement special security measures not required by this Rule or may give informed consent to the use of a means of communication that would otherwise be prohibited by this Rule. Whether a lawyer may be required to take additional steps in order to comply with other law, such as state and federal laws that govern data privacy, is beyond the scope of these Rules.*

**Former Client**

*[20] The duty of confidentiality continues after the client-lawyer relationship has terminated. See RPC 1.9(c). See RPC 1.9(c) for the prohibition against using such information to the disadvantage of the former client.*

*DEFINITIONAL CROSS-REFERENCES "Fraud" See RPC 1.0(d) "Informed consent" See RPC 1.0(e) "Reasonably" See RPC 1.0(h) "Reasonably Believes" See RPC 1.0(i) "Substantial" See RPC 1.0(l) "Tribunal" See RPC 1.0(m)*

## Tenn. R. Sup. Ct. 2.1

### Rule 2.1 - Giving Precedence to the Duties of Judicial Office

The duties of judicial office, as prescribed by law, shall take precedence over a judge's personal and extrajudicial activities.

*Tenn. R. Sup. Ct. 2.1*

#### **Comment**

[1] To ensure that judges are available to fulfill their judicial duties, judges must conduct their personal and extrajudicial activities to minimize the risk of conflicts that would result in frequent disqualification. See Canon 3.

[2] Although it is not a duty of judicial office unless prescribed by law, judges are encouraged to participate in activities that promote public understanding of and confidence in the justice system.

[3] With respect to time devoted to personal and extrajudicial activities, this Rule must be construed in a reasonable manner. Family obligations, illnesses, emergencies, and permissible extrajudicial activities may require a judge's immediate attention. Attending to those obligations and situations, temporary in nature, is not prohibited by this Rule.

## Tenn. R. Sup. Ct. 2.12

### Rule 2.12 - Supervisory Duties

(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.

(B) A judge with supervisory authority for the performance of other judges shall take reasonable measures to ensure that those judges properly discharge their judicial responsibilities, including the prompt disposition of matters before them.

*Tenn. R. Sup. Ct. 2.12*

#### *Comment*

[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.

[2] Public confidence in the judicial system depends upon timely justice. To promote the efficient administration of justice, a judge with supervisory authority must take the steps needed to ensure that judges under his or her supervision administer their workloads promptly. For further guidance on supervisory duties, see Tennessee Code Annotated section 16-2-509(b) (duties of the presiding judge) and other applicable laws, such as Metropolitan Nashville Charter § 14.09A.



## Tenn. R. Sup. Ct. 2.15

### Rule 2.15 - Responding to Judicial and Lawyer Misconduct

(A) A judge having knowledge that another judge has committed a violation of this Code that raises a substantial question regarding the judge's honesty, trustworthiness, or fitness as a judge in other respects shall inform the appropriate authority.

(B) A judge having knowledge that a lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question regarding the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects shall inform the appropriate authority.

(C) A judge who receives information indicating a substantial likelihood that another judge has committed a violation of this Code shall take appropriate action.

(D) A judge who receives information indicating a substantial likelihood that a lawyer has committed a violation of the Rules of Professional Conduct shall take appropriate action.

*Tenn. R. Sup. Ct. 2.15*

#### *Comment*

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

[2] A judge who does not have actual knowledge that another judge or a lawyer may have committed misconduct, but receives information indicating a substantial likelihood of such misconduct, is required to take appropriate action under paragraphs (C) and (D). Appropriate action may include, but is not limited to, communicating directly with the judge who may have violated this Code, communicating with a supervising judge, or reporting the suspected violation to the appropriate authority or other agency or body. Similarly, actions to be taken in response to information indicating that a lawyer has committed a violation of the Rules of Professional Conduct may include but are not limited to communicating directly with the lawyer who may have committed the violation, or reporting the suspected violation to the appropriate authority or other agency or body.

## Tenn. R. Sup. Ct. 2.2

### Rule 2.2 - Impartiality and Fairness

A judge shall uphold and apply the law, and shall perform all duties of judicial office fairly and impartially.

*Tenn. R. Sup. Ct. 2.2*

#### **Comment**

*[1] To ensure impartiality and fairness to all parties, a judge must be objective and open-minded.*

*[2] Although each judge comes to the bench with a unique background and personal philosophy, a judge must interpret and apply the law without regard to whether the judge approves or disapproves of the law in question.*

*[3] When applying and interpreting the law, a judge sometimes may make good-faith errors of fact or law. Errors of this kind do not violate this Rule.*

*[4] It is not a violation of this Rule for a judge to make reasonable accommodations to ensure self-represented litigants the opportunity to have their matters fairly heard.*

## Tenn. R. Sup. Ct. 2.3

### Rule 2.3 - Bias, Prejudice, and Harassment

(A) A judge shall perform the duties of judicial office, including administrative duties, without bias or prejudice.

(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.

(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.

(D) The restrictions of paragraphs (B) and (C) do not preclude judges or lawyers from making legitimate reference to the listed factors, or similar factors, when they are relevant to an issue in a proceeding.

*Tenn. R. Sup. Ct. 2.3*

#### **Comment**

[1] *A judge who manifests bias or prejudice in a proceeding impairs the fairness of the proceeding and brings the judiciary into disrepute.*

[2] *Examples of manifestations of bias or prejudice include but are not limited to epithets; slurs; demeaning nicknames; negative stereotyping; attempted humor based upon stereotypes; threatening, intimidating, or hostile acts; suggestions of connections between race, ethnicity, or nationality and crime; and irrelevant references to personal characteristics. Even facial expressions and body language can convey to parties and lawyers in the proceeding, jurors, the media, and others an appearance of bias or prejudice. A judge must avoid conduct that may reasonably be perceived as prejudiced or biased.*

[3] *Harassment, as referred to in paragraphs (B) and (C), is verbal or physical conduct that denigrates or shows hostility or aversion toward a person on bases such as race, sex, gender, religion, national origin, ethnicity, disability, age, sexual orientation, marital status, socioeconomic status, or political affiliation.*

[4] *Sexual harassment includes but is not limited to sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that is unwelcome.*



## Tenn. R. Sup. Ct. 2.4

### Rule 2.4 - External Influences on Judicial Conduct

- (A) A judge shall not be swayed by partisan interests, public clamor or fear of criticism.
- (B) A judge shall not permit family, social, political, financial, or other interests or relationships to influence the judge's judicial conduct or judgment.
- (C) A judge shall not convey or permit others to convey the impression that any person or organization is in a position to influence the judge.

*Tenn. R. Sup. Ct. 2.4*

#### *Comment*

*[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. 2.6

### Rule 2.6 - Ensuring the Right to Be Heard

(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.

(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.

*Tenn. R. Sup. Ct. 2.6*

#### *Comment*

[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.*

[2] *If a judge participates in the settlement of disputes, he or she should be careful that efforts to further settlement do not undermine any party's right to be heard according to law. Among the factors that a judge should consider when deciding upon an appropriate settlement practice for a case are (1) whether the parties have requested or voluntarily consented to a certain level of participation by the judge in settlement discussions, (2) whether the parties and their counsel are relatively sophisticated in legal matters, (3) whether the case will be tried by the judge or a jury, (4) whether the parties participate with their counsel in settlement discussions, (5) whether any parties are unrepresented by counsel, and (6) whether the matter is civil or criminal.*

[3] *Information obtained by a judge during a judicial settlement conference is not subject to the safeguards of the rules of evidence and procedure and may place the trial judge in an untenable position as to the motions for new trial; judgment notwithstanding the verdict; additurs and remittiturs; credibility determinations; or other issues in which the judge may not be able to ignore facts that he or she learned during the settlement proceeding. Therefore, it is not appropriate for the same judge to participate in a judicial settlement conference and, if such proceeding does not result in the resolution of the matter, to subsequently preside over the trial of the same matter or participate in any other contested issue in that matter. See also RJC 2.11(A)(6).*

[4] *A judicial settlement conference, as discussed in this Rule, is a mediation conducted by a judicial officer as defined in Tenn. Sup. Ct. Rule 31. A judicial settlement conference does not include scheduling conferences or other pretrial conferences. See, e.g., Tenn. R. Civ. P. 16 and Tenn. R. Crim. P. 17.1.*

## Tenn. R. Sup. Ct. 2.9

### Rule 2.9 - Ex Parte Communications

**(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:

**(1)** When circumstances require it, ex parte communication for scheduling, administrative, or emergency purposes, which does not address substantive matters, is permitted, provided:

**(a)** the judge reasonably believes that no party will gain procedural, substantive, or tactical advantage as a result of the ex parte communication; and

**(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.

**(2)** A judge may obtain the advice of a disinterested expert on the law applicable to a proceeding before the judge, if the judge gives notice to the parties of the person consulted and the substance of the advice, and affords the parties a reasonable opportunity to respond to the advice received.

**(3)** A judge may consult with court staff and court officials whose functions are to aid the judge in carrying out the judge's adjudicative responsibilities, or with other judges, provided the judge makes reasonable efforts to avoid receiving factual information that is not part of the record, and does not abrogate the responsibility personally to decide the matter.

**(4)** [Intentionally omitted]

**(5)** A judge may initiate, permit, or consider any ex parte communication when expressly authorized by law to do so.

**(B)** If a judge receives an unauthorized ex parte communication bearing upon the substance of a matter, the judge shall make provision promptly to notify the parties of the substance of the communication and provide the parties with an opportunity to respond.

**(C)** A judge shall not investigate facts in a matter independently, and shall consider only the evidence presented and any facts that may properly be judicially noticed.

**(D)** A judge shall make reasonable efforts, including providing appropriate supervision, to ensure that this Rule is not violated by court staff, court officials, and others subject to the judge's direction and control.

*Tenn. R. Sup. Ct. 2.9*

#### *Comment*

*[1] To the extent reasonably possible, all parties or their lawyers shall be included in communications with a judge. A judge may also direct judicial staff, without invoking the notice and disclosure provisions of this Rule, to screen written ex parte communications and to take appropriate action consistent with this Rule.*

*[2] Whenever the presence of a party or notice to a party is required by this Rule, it is the party's lawyer, or if the party is unrepresented, the party, who is to be present or to whom notice is to be given.*

*[3] The proscription against communications concerning a proceeding includes communications with lawyers, law teachers, and other persons who are not participants in the proceeding, except to the limited extent permitted by this Rule.*

*[4] A judge may initiate, permit, or consider ex parte communications authorized by law. When serving on a therapeutic or problem-solving court, including but not limited to a mental health court, a drug recovery court, a veteran's court, or a behavioral health recovery oriented compliance docket, judges may assume a more interactive role with parties, treatment providers, probation officers, social workers, and others. However, if this ex parte communication becomes an issue at a subsequent adjudicatory proceeding in which the judge is presiding, the judge shall either (1) disqualify himself or herself if the judge gained personal knowledge of disputed facts under RJC 2.11(A)(1) or the judge's impartiality might reasonably be questioned under RJC 2.11(A) or (2) make disclosure of such communications subject to the waiver provisions of RJC 2.11(C).*

*[5] A judge may consult with other judges on pending matters, but must avoid ex parte discussions of a case with judges who have previously been disqualified from hearing the matter, and with judges who have appellate jurisdiction over the matter.*

*[6] The prohibition against a judge investigating the facts in a matter extends to information available in all mediums, including electronic.*

*[7] A judge may consult ethics advisory committees, outside counsel, or legal experts concerning the judge's compliance with this Code. Such consultations are not subject to the restrictions of paragraph (A)(2).*



## Tenn. R. Sup. Ct. 3.3

### Rule 3.3 - Candor Toward the Tribunal

(a) A lawyer shall not knowingly:

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

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

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

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

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

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

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

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

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

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



tribunal, even if so doing requires the disclosure of information otherwise protected by RPC 1.6.

(i) A lawyer who, prior to conclusion of the proceeding, comes to know of improper conduct by or toward a juror or a member of the jury pool shall report the improper conduct to the tribunal, even if so doing requires the disclosure of information otherwise protected by RPC 1.6.

(j) If, in response to a lawyer's request to withdraw from the representation of the client or the lawyer's report of a perjury, fraud, or offense against the administration of justice by a person other than the lawyer's client, a tribunal requests additional information that the lawyer can only provide by disclosing information protected by RPC 1.6 or 1.9(c), the lawyer shall comply with the request, but only if finally ordered to do so by the tribunal after the lawyer has asserted on behalf of the client all non-frivolous claims that the information sought by the tribunal is protected by the attorney-client privilege.

*Tenn. R. Sup. Ct. 3.3*

#### **Comment**

[1] This Rule governs the conduct of a lawyer who is representing a client in connection with the proceedings of a tribunal, such as a court or an administrative agency acting in an adjudicative capacity. It applies not only when the lawyer appears before the tribunal, but also when the lawyer participates in activities conducted pursuant to the tribunal's authority, such as pre-trial discovery in a civil matter.

[2] The advocate's task is to present the client's case with persuasive force. Performance of that duty while maintaining confidences of the client is qualified by the advocate's duty to refrain from assisting a client to perpetrate a fraud upon the tribunal. However, an advocate does not vouch for the evidence submitted in a cause; the tribunal is responsible for assessing its probative value.

#### **Representations by a Lawyer**

[3] An advocate is responsible for pleadings and other documents prepared for litigation, but is usually not required to have personal knowledge of matters asserted therein, for litigation documents ordinarily present assertions by the client, or by someone on the client's behalf, and not assertions by the lawyer. Compare RPC 3.1. However, an assertion purporting to be on the lawyer's own knowledge, as in an affidavit by the lawyer or in a statement in open court, may properly be made only when the lawyer knows the assertion is true or believes it to be true on the basis of a reasonably diligent inquiry. There are circumstances where failure to make a disclosure is the equivalent of an affirmative misrepresentation. The obligation prescribed in RPC 1.2(d) not to counsel a client to commit, or assist the client in committing a fraud, applies in litigation. Regarding compliance with RPC 1.2(d), see the Comment to that Rule and also Comments [1] and [7] to RPC 8.4.

#### **Misleading Legal Argument**

[4] Legal argument based on a knowingly false representation of law constitutes dishonesty toward the tribunal. A lawyer is not required to make a disinterested exposition of the law, but must recognize the existence of pertinent legal authorities. Furthermore, as stated in paragraph (a)(2), an advocate has a duty to disclose directly adverse authority in the controlling jurisdiction that has not been disclosed by the opposing party. The underlying concept is that legal argument is a discussion seeking to determine the legal premises properly applicable to the case.

#### **Ex Parte Proceedings**

[5] Ordinarily, an advocate has the limited responsibility of presenting one side of the matters that a tribunal should consider in reaching a decision; the conflicting position is expected to be presented by the opposing party. However, in an ex parte proceeding, such as an application for a temporary restraining order or one conducted pursuant to RPC 1.7(c), there is no balance of presentation by opposing advocates. The object of an ex parte proceeding is nevertheless to yield a substantially just result. The judge has an affirmative responsibility to accord the absent party just consideration. As provided in paragraph (a)(3), the lawyer for the represented party has the correlative duty to make disclosures of material facts known to the lawyer and that the lawyer reasonably believes are necessary to an informed decision.

#### **Refusing to Offer or Use False Evidence**

[6] When evidence that a lawyer knows to be false is provided by a person who is not the client, the lawyer must refuse to offer it regardless of the client's wishes. The lawyer must similarly refuse to offer a client's testimony that the lawyer knows to be false, except that paragraph (b) permits the lawyer to allow a criminal defendant to testify by way of narrative if the lawyer's request to withdraw, as required by paragraph (f), is denied. Paragraph (c) precludes a lawyer from affirming the validity of, or otherwise using, any evidence the lawyer knows to be false, including the narrative testimony of a criminal defendant.

[7] As provided in paragraph (d), a lawyer has authority to refuse to offer or use testimony or other proof that the lawyer believes is untrustworthy. Offering such proof may reflect adversely on the lawyer's ability to discriminate in the quality of evidence and thus impair the lawyer's effectiveness as an advocate. Because of the special protections historically provided criminal defendants, however, this Rule does not permit a lawyer to refuse to offer or use the testimony of such a client because the lawyer reasonably believes the testimony to be false. Unless the lawyer knows the testimony will be false, the lawyer must honor the client's decision to testify.

#### **Wrongdoing in Adjudicative Proceedings by Clients and Others**

[8] A lawyer who is representing a client in an adjudicative proceeding and comes to know prior to the completion of the proceeding that the client has perpetrated a fraud or committed perjury or another offense against the administration of justice, or intends to do so before the end of the proceeding, is in a difficult position in which the lawyer must strike a professionally responsible balance between the lawyer's duties of loyalty and confidentiality owed to the client and the equally important duty of the lawyer to avoid assisting the client with the consummation of the fraud or perjury. In all such cases, paragraph (e) requires the lawyer to advise the client to desist from or to rectify the crime or fraud and inform the client of the consequences of a failure to do so. The hard questions come in those rare cases in which the client refuses to reveal the misconduct and prohibits the lawyer from doing so.

[9] Paragraph (f) sets forth the lawyer's responsibilities in situations in which the lawyer's client is implicated in the misconduct. In these situations, the Rules do not permit the lawyer to report the client's offense. Confidentiality under RPC 1.6 prevails over the lawyer's duty of candor to the tribunal. Only if the client is implicated in misconduct by or toward a juror or a member of the jury pool does the lawyer's duty of candor to the tribunal prevail over confidentiality. See paragraph (i).

[10] Although the lawyer may not reveal the client's misconduct, the lawyer must not voluntarily continue to represent the client, for to do so without disclosure of the misconduct would assist the client to consummate the offense. The Rule, therefore, requires the lawyer to seek permission of the tribunal to withdraw from the representation of the client. To increase the likelihood that the tribunal will permit the lawyer to withdraw, the lawyer is also required to inform the tribunal that the request for permission to withdraw is required by the Rules of Professional Conduct. This statement also serves to advise the tribunal that something is amiss without providing



*the tribunal with any of the information related to the representation that is protected by RPC 1.6. These Rules, therefore, are intended to preserve confidentiality while requiring the lawyer to act so as not to assist the client with the consummation of the fraud. This reflects a judgment that the legal system will be best served by rules that encourage clients to confide in their lawyers, who in turn will advise them to rectify the fraud. Many, if not most, clients will abide by their lawyer's advice, particularly if the lawyer spells out the consequences of failing to do so. At the same time, our legal system and profession cannot permit lawyers to assist clients who refuse to follow their advice and insist on consummating an ongoing fraud.*

*[11] Once the lawyer has made a request for permission to withdraw, the tribunal may grant or deny the request to withdraw without further inquiry or may seek more information from the lawyer about the reasons for the lawyer's request. If the judge seeks more information, the lawyer must resist disclosure of information protected by RPC 1.6, but only to the extent that the lawyer may do so in compliance with RPC 3.1. If the lawyer cannot make a non-frivolous argument that the information sought by the tribunal is protected by the attorney-client privilege, the lawyer must respond truthfully to the inquiry. If, however, there is a non-frivolous argument that the information sought is privileged, paragraph (h) requires the lawyer to invoke the privilege. Whether to seek an interlocutory appeal from an adverse decision with respect to the claim of privilege is governed by RPCs 1.2 and 3.1.*

*[12] If a lawyer is required to seek permission from a tribunal to withdraw from the representation of a client in either a civil or criminal proceeding because the client has refused to rectify a perjury or fraud, it is ultimately the responsibility of the tribunal to determine whether the lawyer will be permitted to withdraw from the representation. In a criminal proceeding, however, a decision to permit the lawyer's withdrawal may implicate the constitutional rights of the accused and may even have the effect of precluding further prosecution of the client. Notwithstanding this possibility, the lawyer must seek permission to withdraw, leaving it to the prosecutor to object to the request and to the tribunal to ultimately determine whether withdrawal is permitted. If permission to withdraw is not granted, the lawyer must continue to represent the client, but cannot assist the client in consummating the fraud or perjury by directly or indirectly using the perjured testimony or false evidence during the current or any subsequent stage of the proceeding. A defense lawyer who complies with these rules acts professionally without regard to the effect of the lawyer's compliance on the outcome of the proceeding.*

#### ***False Documentary or Tangible Evidence***

*[13] If a lawyer comes to know that tangible items or documents that the lawyer has previously offered into evidence have been altered or falsified, paragraph (g) requires that the lawyer withdraw or disaffirm the evidence, but does not otherwise permit disclosure of information protected by RPC 1.6. Because disaffirmance, like withdrawal, can be accomplished without disclosure of information protected by RPC 1.6, it is required when necessary for the lawyer to avoid assisting a fraud on the tribunal.*

#### ***Crimes or Frauds by Persons Other than the Client***

*[14] Paragraph (h) applies if the lawyer comes to know that a person other than the client has engaged in misconduct in connection with the proceeding. Upon learning prior to the completion of the proceeding that such misconduct has occurred, the lawyer is required by paragraph (e) to promptly reveal the offense to the tribunal. The client's interest in protecting the wrongdoer is not sufficiently important as to override the lawyer's duty of candor to the court and to take affirmative steps to prevent the administration of justice from being tainted by perjury, fraud, or other improper conduct.*

#### ***Misconduct By or Toward Jurors or Members of Jury Pool***

[15] Because jury tampering undermines the institutional mechanism that our adversary system of justice uses to determine the truth or falsity of testimony or evidence, paragraph (i) requires a lawyer who learns prior to the completion of the proceeding that there has been misconduct by or directed toward a juror or prospective juror must reveal the misconduct and the identity of the perpetrator to the tribunal, even if so doing requires disclosure of information protected by RPC 1.6. Paragraph (i) does not require that the lawyer seek permission to withdraw from the further representation of the client in the proceeding, but in cases in which the client is implicated in the jury tampering, the lawyer's continued representation of the client may violate RPC 1.7. RPC 1.16(a)(1) would then require the lawyer to seek permission to withdraw from the case.

#### **Crime or Fraud Discovered After Conclusion of Proceeding**

[16] In cases in which the lawyer learns of the client's misconduct after the termination of the proceeding in which the misconduct occurred, the lawyer is prohibited from reporting the client's misconduct to the tribunal. Even though the lawyer may have innocently assisted the client to perpetrate the offense, the lawyer should treat this information as the lawyer would treat information with respect to any past crime a client might have committed. **The client's offense will be deemed completed as of the conclusion of the proceeding. An offense that occurs at an earlier stage in the proceeding will be deemed an ongoing offense until the final stage of the proceeding is completed. A proceeding has concluded within the meaning of this Rule when a final judgment in the proceeding has been affirmed on appeal or the time for an appeal has passed.**

#### **Constitutional Requirements**

[17] These Rules apply to defense counsel in criminal cases, as well as in other instances. However, the definition of the lawyer's ethical duty in such a situation may be qualified by constitutional provisions for due process and the right to counsel in criminal cases. The obligation of the advocate under these Rules is subordinate to any such constitutional requirement.

DEFINITIONAL CROSS-REFERENCES "Fraud" and "fraudulent" See RPC 1.0(d) "Knowingly;" "known," and "knows" See RPC 1.0(f) "Material" See RPC 1.0(o) "Reasonably believes" See RPC 1.0(i) "Tribunal" See RPC 1.0(m)



## Tenn. R. Sup. Ct. 3.4

### Rule 3.4 - Fairness to Opposing Party and Counsel

A lawyer shall not:

- (a) unlawfully obstruct another party's access to evidence or unlawfully alter, destroy, or conceal a document or other material having potential evidentiary value. A lawyer shall not counsel or assist another person to do any such act; or
- (b) falsify evidence, counsel or assist a witness to offer false or misleading testimony; or
- (c) knowingly disobey an obligation under the rules of a tribunal, except for an open refusal based on an assertion that no valid obligation exists; or
- (d) in pretrial procedure, make a frivolous discovery request or fail to make a reasonably diligent effort to comply with a legally proper discovery request by an opposing party; or
- (e) in trial,
  - (1) allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence; or
  - (2) assert personal knowledge of facts in issue except when testifying as a witness; or
  - (3) state a personal opinion as to the justness of a cause, the credibility of a witness, the culpability of a civil litigant or the guilt or innocence of an accused; or
- (f) request a person other than a client to refrain from voluntarily giving relevant information to another party unless:
  - (1) the person is a relative or an employee or other agent of a client; and
  - (2) the lawyer reasonably believes that the person's interests will not be adversely affected by refraining from giving such information; or
- (g) request or assist any person to take action that will render the person unavailable to appear as a witness by way of deposition or at trial; or
- (h) offer an inducement to a witness that is prohibited by law; or pay, offer to pay, or acquiesce in the payment of compensation to a witness contingent on the content of his or her testimony or the outcome of the case. A lawyer may advance, guarantee, or acquiesce in the payment of:
  - (1) expenses reasonably incurred by a witness in attending or testifying;
  - (2) reasonable compensation to a witness for that witness's loss of time in attending or testifying; or
  - (3) a reasonable fee for the professional services of an expert witness.

*Tenn. R. Sup. Ct. 3.4*

*Comment*

[1] *The procedure of the adversary system contemplates that the evidence in a case is to be marshaled competitively by the contending parties. Fair competition in the adversary system is secured by prohibitions against destruction or concealment of evidence, improperly influencing witnesses, obstructive tactics in discovery procedure, and the like.*

[2] *Documents and other items of evidence are often essential to establish a claim or defense. Subject to evidentiary privileges, the right of an opposing party, including the government, to obtain evidence through discovery or subpoena is an important procedural right. The exercise of that right can be frustrated if relevant material is altered, concealed, or destroyed. Applicable law in many jurisdictions makes it an offense to destroy material for the purpose of impairing its availability in a pending proceeding or one whose commencement can be foreseen.*

*Falsifying evidence is also generally a criminal offense. Paragraph (a) applies to evidentiary material generally, including computerized information. Applicable law may permit a lawyer to take temporary possession of physical evidence of client crimes for the purpose of conducting a limited examination that will not alter or destroy material characteristics of the evidence. In such a case, applicable law may require the lawyer to turn the evidence over to the police or other prosecuting authority, depending on the circumstances.*

[3] *Although paragraph (f) broadly prohibits lawyers from taking extrajudicial action to impede informal fact-gathering, it does permit the lawyer to request that the lawyer's client, and relatives, employees, or agents of the client, refrain from voluntarily giving information to another party. This principle follows because such relatives and employees will normally identify their interests with those of the client. See also RPC 4.2.*

[4] *With regard to paragraph (h), it is not improper to pay a witness's expenses or to compensate an expert witness on terms permitted by law. The common law rule in most jurisdictions is that it is improper to pay an occurrence witness any fee for testifying and that it is improper to pay an expert witness a contingent fee.*

*DEFINITIONAL CROSS-REFERENCES "Knowingly" See RPC 1.0(f) "Material" See RPC 1.0(o) "Reasonable" and "reasonably" See RPC 1.0(h) "Reasonably believes" See RPC 1.0(i) "Tribunal" See RPC 1.0(m)*



## Tenn. R. Sup. Ct. 3.5

### Rule 3.5 - Impartiality and Decorum of The Tribunal

A lawyer shall not:

- (a) seek to influence a judge, juror, prospective juror, or other official by means prohibited by law;
- (b) communicate ex parte with such a person during the proceeding unless authorized to do so by law or court order;
- (c) communicate with a juror or prospective juror after discharge of the jury if:
  - (1) the communication is prohibited by law or court order;
  - (2) the juror has made known to the lawyer a desire not to communicate; or
  - (3) the communication involves misrepresentation, coercion, duress, or harassment;
- (d) conduct a vexatious or harassing investigation of a juror or prospective juror; or
- (e) engage in conduct intended to disrupt a tribunal.

*Tenn. R. Sup. Ct. 3.5*

#### *Comment*

[1] Many forms of improper influence upon a tribunal are proscribed by criminal law. Others are specified in the Tennessee Code of Judicial Conduct, with which an advocate should be familiar. A lawyer is required to avoid contributing to a violation of such provisions. For example, a lawyer shall not give or lend anything of value to a judge, judicial officer, or employee of a tribunal, except as permitted by RJC 3.13 of the Code of Judicial Conduct. A lawyer, however, may make a contribution to the campaign fund of a candidate for judicial office in conformity with RJC 4.4 of the Code of Judicial Conduct.

[2] During a proceeding a lawyer may not communicate ex parte with persons serving in an official capacity in the proceeding, such as judges, masters or jurors, unless authorized to do so by law or court order. Unless such a communication is otherwise prohibited by law or court order, paragraph (b) of this Rule would not prohibit a lawyer from communicating with a judge on the merits of the cause in writing if the lawyer promptly delivers a copy of the writing to opposing counsel and to parties who are not represented by counsel because that would not be an ex parte communication.

[3] Paragraph (b) also does not prohibit a lawyer from communicating with a judge in an ex parte hearing to establish the absence of a conflict of interest under RPC 1.7(c). In such proceedings, the lawyer is of course bound by the duty of candor in RPC 3.3(a)(3).

[4] A lawyer may on occasion want to communicate with a juror or prospective juror after the jury has been discharged. The lawyer may do so unless the communication is prohibited by law or a court order entered in the case or by a federal court rule, but must respect the desire of the juror not to talk with the lawyer. The lawyer may not engage in improper conduct during the communication. As the Court stated in *State v. Thomas*, 813 S.W. 2d. 395 (Tenn. 1991): "After the trial, communication by a lawyer with jurors is permitted so long as he [or she] refrains from asking questions or making comments that tend to harass or embarrass the juror or to influence actions of the juror in future cases. Were a lawyer to be prohibited from communicating after trial with a juror, he [or she] could

*not ascertain if the verdict might be subject to legal challenge, in which event the invalidity of a verdict might go undetected." Id. (quoting Tenn. Sup. Ct. R. 8, EC 7-291 ). The Court went on to state in Thomas that "Rule 8 therefore allows post-trial interviews by Counsel with jurors on these matters without the prior approval of the trial court." Id. at 396. Although the Court's analysis in Thomas was based on an earlier version of Rule 8 (i.e., the Code of Professional Responsibility), the foregoing principles quoted from Thomas remain valid in the context of RPC 3.5.*

*[4a] A communication with, or an investigation of, the spouse, child, parent, or sibling of a juror or prospective juror will be deemed a communication with or an investigation of the juror or prospective juror.*

*[5] The advocate's function is to present evidence and argument so that the cause may be decided according to law. Refraining from abusive or obstreperous conduct is a corollary of the advocate's right to speak on behalf of litigants. A lawyer may stand firm against abuse by a judge, but should avoid reciprocation; the judge's default is no justification for similar dereliction by an advocate. An advocate can present the cause, protect the record for subsequent review, and preserve professional integrity by patient firmness no less effectively than by belligerence or theatrics.*

*[6] The duty to refrain from disruptive conduct applies to any proceeding of a tribunal, including a deposition. See RPC 1.0(m).*

*DEFINITIONAL CROSS-REFERENCES "Known" See RPC 1.0(f) "Tribunal" See RPC 1.0(m)*



## Tenn. R. Sup. Ct. 4.1

### Rule 4.1 - Truthfulness in Statements to Others

(a) In the course of representing a client, a lawyer shall not knowingly make a false statement of material fact or law to a third person.

(b) If, in the course of representing a client in a nonadjudicative matter, a lawyer knows that the client intends to perpetrate a crime or fraud, the lawyer shall promptly advise the client to refrain from doing so and shall discuss with the client the consequences of the client's conduct. If after such discussion, the lawyer knows that the client still intends to engage in the wrongful conduct, the lawyer shall:

(1) withdraw from the representation of the client in the matter; and

(2) give notice of the withdrawal to any person who the lawyer knows is aware of the lawyer's representation of the client in the matter and whose financial or property interests are likely to be injured by the client's criminal or fraudulent conduct. The lawyer shall also give notice to any such person of the lawyer's disaffirmance of any written statements, opinions, or other material prepared by the lawyer on behalf of the client and which the lawyer reasonably believes may be used by the client in furtherance of the crime or fraud.

(c) If a lawyer who is representing or has represented a client in a nonadjudicative matter comes to know, prior to the conclusion of the matter, that the client has, during the course of the lawyer's representation of the client, perpetrated a crime or fraud, the lawyer shall promptly advise the client to rectify the crime or fraud and discuss with the client the consequences of the client's failure to do so. If the client refuses or is unable to rectify the crime or fraud, the lawyer shall:

(1) if currently representing the client in the matter, withdraw from the representation and give notice of the withdrawal to any person whom the lawyer knows is aware of the lawyer's representation of the client in the matter and whose financial or property interests are likely to be injured by the client's criminal or fraudulent conduct; and

(2) give notice to any such person of the lawyer's disaffirmance of any written statements, opinions, or other material prepared by the lawyer on behalf of the client and that the lawyer reasonably believes may be used by the client in furtherance of the crime or fraud.

*Tenn. R. Sup. Ct. 4.1*

#### *Comment*

#### *Misrepresentation*

[1] A lawyer is required to be truthful when dealing with others on a client's behalf, but generally has no affirmative duty to inform an opposing party of relevant facts or law. A misrepresentation can occur if the lawyer incorporates or affirms a statement of another person that the lawyer knows is false. Misrepresentations can also occur by

*partially true but misleading statements or omissions that are the equivalent of affirmative false statements. For dishonest conduct that does not amount to a false statement or for misrepresentations by a lawyer other than in the course of representing a client, see RPC 8.4.*

#### **Statements of Fact**

*[2] This Rule refers to statements of fact. Whether a particular statement should be regarded as one of fact can depend on the circumstances. Under generally accepted conventions in negotiation, certain types of statements ordinarily are not taken as statements of material fact. Estimates of price or value placed on the subject of a transaction and a party's intentions as to an acceptable settlement of a claim are ordinarily in this category, as is the existence of an undisclosed principal except where nondisclosure of the principal would constitute fraud. Lawyers should be mindful of their obligations under applicable law to avoid criminal and tortious misrepresentation.*

#### **Crime or Fraud by Client**

*[3] Paragraphs (b) and (c) provide guidance for lawyers who discover that a client intends to or is engaging in criminal or fraudulent conduct, and in some cases may even have used the lawyer's services to assist them commit the crime or fraud. To avoid assisting the client with the crime or fraud, the lawyer must advise the client to refrain from or to rectify the consequences of the criminal or fraudulent act. If the client refuses or is unable to do so, the lawyer must withdraw from the representation of the client in the matter. Additionally, this Rule mandates limited disclosures - notice of withdrawal or disaffirmance of written work product - in circumstances in which such disclosure is necessary for the lawyer to prevent the client from using the lawyer's services in furtherance of the crime or fraud. To this limited extent, then, this Rule overrides the lawyer's duties in RPCs 1.6, 1.8(b), and 1.9(c) prohibiting disclosure or use to the disadvantage of the client of information relating to the representation. Other than the disclosure mandated by this Rule, however, the lawyer must not reveal information relating to the representation unless permitted to do so by RPC 1.6.*

*[4] If a lawyer learns that a client intends to commit a crime or fraud under circumstances in which the lawyer will not assist the offense by remaining silent, paragraph (b) requires remonstrance with the client against the crime or fraud and requires withdrawal if the client does not desist from the course of conduct in question. Although the lawyer is not required to reveal the client's intended or ongoing fraud, the lawyer is required to communicate the fact that he or she has withdrawn from the representation of the client to any person who the lawyer reasonably believes knows of the lawyer's involvement in the matter and whose financial or property interests are likely to be damaged by the client's intended or ongoing misconduct. This communication is necessary to fully distance the lawyer from the client's misconduct. If the client's intended conduct is a crime, full disclosure of the crime is permitted by RPC 1.6(b), but such disclosure is not required by paragraph (b) of this Rule.*

*[5] In some cases, a lawyer will learn about a client's crime or fraud after he or she has innocently prepared and submitted statements, opinions, or other materials to third parties who will be adversely affected if the client persists with his or her misconduct. If the lawyer was misled by the client, some of these statements, opinions or materials may be false or misleading. Even though accurate, they may be necessary for the accomplishment of the client's crime or fraud. This presents the lawyer with a dilemma. Without the consent of the client, the lawyer may not correct the statements, opinions, or materials. That would violate the prohibition against revealing information related to the representation of the client. Yet to do nothing would allow the client to use the lawyer's work in the client's ongoing effort to consummate the fraud. To resolve this dilemma, paragraphs (b) and (c) do not require disclosure of the crime or fraud but only require that the lawyer effectively disengage from the crime or fraud by giving notice to affected persons of the lawyer's disaffirmance of the lawyer's work product that the lawyer reasonably believes may be used by the client in furtherance of the crime or fraud. See RPC 1.6(b)(1) and (2) for the*



*circumstances in which the lawyer is permitted to reveal information for the purposes of preventing the client's crime or fraud, and RPC 1.6(b)(3) for the circumstances in which a lawyer may reveal a client's crime or fraud for the purpose of preventing, rectifying or mitigating its consequences. See RPC 1.6(c)(1) for the circumstances in which the lawyer is required to reveal information for the purpose of preventing reasonably certain death or substantial bodily harm.*

*[6] This Rule does not apply if the lawyer learns of the client's crime or fraud after the lawyer's representation in the matter is concluded. In such circumstances, the lawyer must comply with RPCs 1.6, 1.8(b), and 1.9(c) and may not make any disclosures concerning the client's crime or fraud, unless permitted or required to do so by those Rules. See, e.g., RPC 1.6(b)(3) (permitting disclosure to prevent, mitigate or rectify substantial injury to the financial interests or property of another that is reasonably certain to result or has resulted from the client's commission of a crime or fraud in furtherance of which the client has used the lawyer's services); RPC 1.6(b)(4) (permitting disclosures to secure legal advice about compliance with these Rules); RPC 1.6(b)(5) (permitting disclosures to establish a defense to an allegation of misconduct); and RPC 1.6(c)(1) (requiring disclosure to prevent reasonably certain death or substantial bodily harm.*

*DEFINITIONAL CROSS-REFERENCES "Fraud" and "fraudulent" See RPC 1.0(d) "Knowingly" and "knows" See RPC 1.0(f) "Material" See RPC 1.0(o) "Reasonably believes" See RPC 1.0(i)*

## Tenn. R. Sup. Ct. 8.3

### Rule 8.3 - REPORTING PROFESSIONAL MISCONDUCT

(a) A lawyer who knows that another lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question as to that lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects, shall inform the Disciplinary Counsel of the Board of Professional Responsibility.

(b) A lawyer who knows that a judge has committed a violation of applicable rules of judicial conduct that raises a substantial question as to the judge's fitness for office shall inform the Disciplinary Counsel of the Board of Judicial Conduct.

(c) This Rule does not require disclosure of information otherwise protected by RPC 1.6 or information gained by a lawyer or judge while serving as a member of a lawyer assistance program approved by the Supreme Court of Tennessee or by the Board of Professional Responsibility.

*Tenn. R. Sup. Ct. 8.3*

#### *Comment*

[1] Self-regulation of the legal profession requires that members of the profession initiate disciplinary investigation when they know of a violation of the Rules of Professional Conduct. Lawyers have a similar obligation with respect to judicial misconduct. An apparently isolated violation may indicate a pattern of misconduct that only a disciplinary investigation can uncover. Reporting a violation is especially important where the victim is unlikely to discover the offense.

[2] A report about misconduct is not required where it would involve violation of RPC 1.6. However, a lawyer should encourage a client to consent to disclosure where prosecution would not substantially prejudice the client's interests.

[3] If a lawyer were obliged to report every violation of the Rules, the failure to report any violation would itself be a professional offense. Such a requirement existed in many jurisdictions but proved to be unenforceable. This Rule limits the reporting obligation to those offenses that a self-regulating profession must vigorously endeavor to prevent. A measure of judgment is, therefore, required in complying with the provisions of this Rule. The term "substantial" refers to the seriousness of the possible offense and not the quantum of evidence of which the lawyer is aware. Similar considerations apply to the reporting of judicial misconduct.

[4] The duty to report professional misconduct does not apply to a lawyer retained to represent a lawyer whose professional conduct is in question. Such a situation is governed by the Rules applicable to the client-lawyer relationship.

[5] Information about a lawyer's or judge's misconduct or fitness may be received by a lawyer or judge in the course of that lawyer's or judge's participation in an approved lawyers or judges assistance program. In that circumstance, providing for an exception to the reporting requirements of paragraphs (a) and (b) of this Rule encourages lawyers and judges to seek treatment through such a program. Conversely, without such an exception, lawyers and judges may hesitate to seek assistance from these programs, which may then result in additional harm to their professional careers and additional injury to the welfare of clients and the public. The extent to which information received by a



## Tenn. R. Sup. Ct. 8.4

### Rule 8.4 - MISCONDUCT

It is professional misconduct for a lawyer to:

- (a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;
- (b) commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects;
- (c) engage in conduct involving dishonesty, fraud, deceit, or misrepresentation;
- (d) engage in conduct that is prejudicial to the administration of justice;
- (e) state or imply an ability to influence a tribunal or a governmental agency or official on grounds unrelated to the merits of, or the procedures governing, the matter under consideration;
- (f) knowingly assist a judge or judicial officer in conduct that is a violation of applicable rules of judicial conduct or other law; or
- (g) knowingly fail to comply with a final court order entered in a proceeding in which the lawyer is a party, unless the lawyer is unable to comply with the order or is seeking in good faith to determine the validity, scope, meaning, or application of the law upon which the order is based.

*Tenn. R. Sup. Ct. 8.4*

#### **Comment**

[1] Lawyers are subject to discipline when they violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another, as when they request or instruct an agent to do so on the lawyer's behalf. Paragraph (a), however, does not prohibit a lawyer from advising a client concerning action the client is legally entitled to take.

[2] Many kinds of illegal conduct reflect adversely on fitness to practice law, such as offenses involving fraud and the offense of willful failure to file an income tax return. However, some kinds of offenses carry no such implication. Traditionally, the distinction was drawn in terms of offenses involving "moral turpitude." That concept can be construed to include offenses concerning some matters of personal morality, such as adultery and comparable offenses, that have no specific connection to fitness for the practice of law. Although a lawyer is personally answerable to the entire criminal law, a lawyer should be professionally answerable only for offenses that indicate lack of those characteristics relevant to law practice. Offenses involving violence, dishonesty, breach of trust, or serious interference with the administration of justice are in that category. Although under certain circumstances a single offense reflecting adversely on a lawyer's fitness to practice - such as a minor assault - may not be sufficiently serious to warrant discipline, a pattern of repeated offenses, even ones that are of minor significance when considered separately, can indicate indifference to legal obligation.

[3] A lawyer who, in the course of representing a client, knowingly manifests, by words or conduct, bias or prejudice based on race, sex, religion, national origin, disability, age, sexual orientation, or socio-economic status violates paragraph (d) when such actions are prejudicial to the administration of justice. Legitimate advocacy respecting the foregoing factors does not violate paragraph (d).

## Tenn. R. Sup. Ct. 45

### Rule 45 - Americans with Disabilities Act

The administrative director of the courts is authorized to establish any policies and procedures that may be necessary to assist courts with compliance with the Americans with Disabilities Act, 42 U.S.C. 12131 et. seq. The Supreme Court shall approve any such policies and procedures prior to implementation. Participants in the judicial system shall comply with any policies and procedures that may be implemented. This rule shall apply to all courts in this state, including without limitation, municipal courts, general sessions courts, juvenile courts, circuit courts, chancery courts, criminal courts, and the respective appellate courts.

*Tenn. R. Sup. Ct. 45*

**Commentary:**

*Policies and procedures that are implemented pursuant to this rule will be available by contacting the administrative office of the courts or accessing the website at [www.tncourts.gov](http://www.tncourts.gov).*

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: 803/26

**JEFFREY RYAN FENTON,**

PLAINTIFF

v.

**VIRGINIA LEE STORY ET AL.,**

DEFENDANTS

**CASE NO. 1:23-cv-1097**

**SMALL INDIVIDUAL EXHIBITS WITH WEB URLS  
FOR QUICK & EASY REFERENCE (SECTION 1 OF 4)**

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. Per the Clerk's request last time, I did not bind it.
5. 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**

17195 SILVER PARKWAY, #150

FENTON, MI, 48430-3426

JEFF.FENTON@LIVE.COM

(P) 615.837.1300

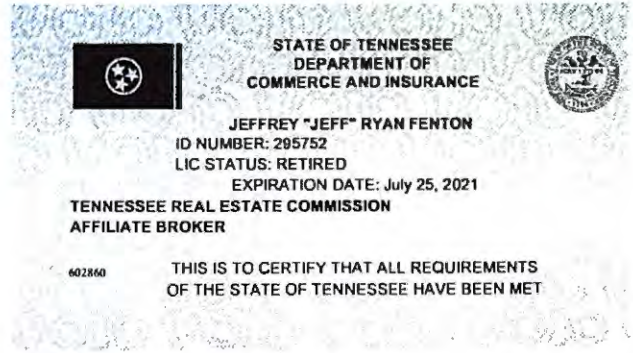
(F) 810.255.4438



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

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

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



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

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

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





To view more pictures of this breathtaking property, please visit our website at [Brentwood21.com](http://Brentwood21.com).



**- Arden Woods -**  
**6393 Chartwell Court**  
**Brentwood, Tennessee**





# License Search and Verification

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

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

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

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

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

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

License Activity Description

Expired-Grace

**Continuing Education**

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

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



I've been married three times. **First Wife:** 18-20. **Second Wife:** mid-twenties, lasted 4-years. **Third & Last Wife:** 2005-2019 (WILCO Docket #48419B). For the sake of protecting their anonymity (within this document), I will call my most recent wife by a very fond, private pet name, "Tootie". (It might not sound flattering, but it originated from the greatest fondness, and was never used derogatorily!) I will refer to my second wife here, as "Previous Wife" or "Prior Wife".

*Pastors Jon & Kitty Sterns (Franklin Vineyard), Pastors Jerry & Cindy Bryant (Nashville Vineyard), Dr. Roy Hamley (Woodmont Hills Counseling Center), and [REDACTED] Tootie (Girlfriend Extraordinaire):*

## Greetings!

This started off as an introduction letter to the Sterns, as they've succeeded in learning very little about me thus far (which I'll credit to my avoidance) but I've come to a point where I want to move forward, and to be **unknown** has never been my desire. (Did I hear the Bryant's say "AHMEN"? LOL) It requires a certain fondness, or at least a willingness to read, in order to grow very close to me.

The biggest emotional/spiritual problem that I have struggled with this past year, is the **absolute inability to "balance accounts"** from my past. My past relationships with God, the Vineyard (Nashville), and my [REDACTED] **Previous Wife**. For that reason I've decided to also use this letter to try to put language to some of those issues, and am hoping that this will be an instrument that will help bring about closure. Jerry & Cindy – I think that there were a lot of things that were unsaid, but understood, yet I feel that I owe you a direct explanation of why I left the church, the nature of my hurts & resentments prior to leaving, the reason that now in coming back to church I have chosen the Franklin Vineyard over Nashville, and to tell you both once again that **I love you very much and truly appreciate the investment that you made into my life.**

I've decided to do this in an open format, copied to all those mentioned above, hoping **not** to cause anyone shame, or expose anyone's nakedness, but rather because I think it is important for all those addressed to understand **My Journey**, what has brought me to this point, decisions I've made and why, and how this all has impacted me thus far. Further I don't wish to speak behind anyone's back (except [REDACTED] **Prior Wife** for reasons that shall become obvious later on). I've included Dr. Roy Hamley in the addressing of this letter as he is a Christian Counselor who is currently working with [REDACTED] **Tootie** and myself, both individually and as a couple, to help aid us in moving forward. I've also copied this letter to [REDACTED] **Tootie**, though much of it may be hard for her to read as it pertains to my ex-wife [REDACTED] **Prior Wife**; I think that it is important that as we move forward together, we both are knowledgeable about what has brought us each to this point, and the struggles that we still face (individually and together) even if those struggles do not directly involve the other.

First off, in regards to the Pastoral oversight, Counseling, and Care, I give you all complete permission to speak freely with each other about me. I am largely an open book. If you have something to say, or a burden on your heart, please don't tip-toe with me, **just say it.** I seem to possess an anointing that at some point causes even the most conservative pastor to swear, in an attempt to get through to me. So I expect this. Please feel free to cuss as you must. LOL

**Please honor my request that you treat this letter with the absolute of confidentiality.** It is intended for those who are named at top and absolutely no one else.



The only REAL "evidence" in #48419B are **MY OWN WORDS**. While they refuse to even allow me to provide the CONTEXT within which they were spoken, the background and history behind them. WHY I said what I said, WHEN I said it. Or what my words were even MEANT to communicate & convey! I'm just accused of texting/emailing **TOO MUCH** (try the "block" button), labeling me an "abusive stalker". **WORDS MEAN SOMETHING!** I'm **NO MORE** of a "STALKER", **than anyone reading this is a "PEDOPHILE"**! To assassinate my character while REFUSING to HEAR my TESTIMONY & DEFENSE, is an unconscionable ABUSE OF POWER, causing me to suffer "OFFICIAL OPPRESSION" for well over 2 years now!

# Contents:

(It's a bad sign when a letter has a "Table of Contents".)

- 1 Intro
- 2 Contents
- 3 Father – Adolescents – Vegas
- 4 Meet the Vineyard (Nashville)
- 5 The Sweat Shop
- 6 **Met Prior Wife**
- 7 Marriage [REDACTED]
- 8 [REDACTED]
- 9 True Love
- 10 [REDACTED]
- 11 Father vs. Husband
- 12 Different Journeys
- 13 [REDACTED]
- 14 Love / Hate Relationship
- 15 [REDACTED]
- 16 Dear Jeff
- 17 [REDACTED]
- 18 Purging the **Prior Wife** Files
- 19 [REDACTED]
- 20 Divorced **Previous Wife**
- 21 [REDACTED]
- 22 I'm never going to know! – Seeking Counsel
- 23 The Prophecy
- 24 Why did I leave the Vineyard (Nashville)?
- 25 Hurts and Resentments
- 26 Vineyard Mass Exodus
- 27 In Steps **Tootie**
- 28 **Tootie** Meets God
- 29 Walking Through Doors - Conclusion

It may be **UNUSUAL** to be so **verbose**, but everyone is different, **there is certainly no crime in that!** I have been a **WRITER** who best communicates through writing since my **TEENS!** That is my **FIRST AMENDMENT RIGHT!** It is how I'm wired! How I personally process life and communicate most effectively. "Tootie" knew that when we met, long before we ever got married.

*My writing has by far attracted more women in my life than any other quality about me. Many women find my intense honesty, vulnerability, and sincerity, combined with my ability to articulate it, to be rare and something which they are attracted to, and/or can deeply RELATE with!*

**Most of my life writing has been my most applauded strength and "gift".** I've helped change policies throughout the State of Tennessee, before with this "gift". I've been thanked by governors, senators, mayors, given a special award... Often (if not **USUALLY**), Tootie **EDITED** my writing for grammar, punctuation, spelling, and overall content. Tootie showed little dislike for my writing, until she **LEFT** me, and it reminded her of the **TRUTH**, which we had both experienced together. Our promises to each other, while I tried to persuade her onto a healthier path for **herself**.

**NEVER ONCE**, in **15-YEARS**, had I heard the word "ABUSE" or "Emotional Abuse" from "Tootie", until she secretly met with her first DIVORCE ATTORNEY! We walked very closely with numerous counselors, mentors, pastors, leaders in our lives, we have worked through several of our **OWN** issues and relational challenges. Yet **NEVER ONCE** was I remotely accused of "abusing" my beloved "Tootie" in **ANY WAY, SHAPE or FORM!** (Such claims are no less than litigious terrorism!)

The point of me sharing this document with the Court is not the **CONTENT**, it is the **VERBOSITY**, the **BULK OF WRITTEN CONTENT**, a **THIRTY-PAGE** written letter **PRIOR** to marriage - where there were no secrets, all the cards were **ALWAYS** on the table (at least from my end)! This also shows the level of **AUTHENTICITY, HONESTY, OPENNESS, TRANSPARENCY, VULNERABILITY**, and the level of **ACCOUNTABILITY** that I've walked in for **DECADES!** This is **WHO I AM!** Regardless of what those with an agenda pretend or claim!

I have a **LIFETIME** of **EVIDENCE** proving **MY IDENTITY!** I belonged to writers groups at church. I founded **NashvilleChristian.com**, as I met with church leaders throughout the mid-state. Twice I was a guest on local radio programs. While I designed, administered and managed the website and fax service prior, for over a decade. I also served as Tootie's **SOUND BOARD**. She shared and bounced everything off of me, **DAILY**, while I helped her and her company in any way that I could! I communicated with Tootie probably **5-25 times per day** on average, via texts, emails and phone calls. **We were connected at the hip, and together a force to be reckoned with!** (This was as much by HER will as it was by MINE!) **We were a TEAM!**

Unfortunately, our greatest strengths are often our greatest weakness, when our lives enter into a state of trauma. (Hence, I do regret some things that I've said and done.) Yet **REALITY** is **NOTHING** as has been fraudulently claimed, to bind and discard me, without cost or consequence.



SOUTHLAND TITLE & ESCROW CO., INC.

59660

\*\*\*\* REAL ESTATE CLOSING \*\*\*\*

59660

Buyer/Borrower: Gartee

Seller: Fenton

Lender: Regions Bank DBA Regions Mortgage

0896573804

Property: 2121 Highway 12 South #139/Ashland City /

Settlement Date: October 29, 2007

Closer/Responsible Party: Donna

Disbursement Date: October 29, 2007

Check Amount: \$ 21,680.85

Pay To: Fawn [REDACTED] Fenton

For:



**FINAL PROCEEDS FROM THE SALE OF MS. FENTON'S PREMARITAL CONDO**

ALL THINGS FINANCIAL sm

170 08358 05203 7302 #00084  
PD 10/29/2007 CD 10/29/2007 10:58:14  
DDA Deposit

102196610

\$21,680.85

- \$21,681 RECEIVED AT CLOSING
- \$5,000 IMPROVEMENTS & HOLDING
- \$11,660 REPAY FAWN'S MOTHER
- \$1,000 TITHES
- \$4,021 MARITAL BENEFIT OF CONDO



Please visit [www.ftb.com/teller](http://www.ftb.com/teller) today.





<b>L. SETTLEMENT CHARGES</b>				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
<b>700. TOTAL COMMISSION Based on Price</b>	\$	104,000.00 @ 0.4000 %	416.00		
<i>Division of Commission (line 700) as Follows:</i>					
701.	\$416.00	to Century 21 Signature Properties			
702.	\$	to			
703.	Commission Paid at Settlement				416.00
704.		to			
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>					
801.	Loan Origination Fee	% to			
802.	Loan Discount	% to			
803.	Appraisal Fee	to Realty Services	POC B \$350	-350.00	
804.	Credit Report	to Equifax Mtg Svs.		15.00	
805.	Lender's Inspection Fee	to			
806.	Appraisal	to Baggett & Associates		325.00	
807.	VA Funding Fee	to Dept. of Veteran Affairs		3,432.00	
808.	Flood Det.	to First Am. Flood Data		3.00	
809.	Flood Life of Loan	to First Am. Flood Data		4.50	
810.					
811.					
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>					
901.	Interest From 10/29/07 to 11/01/07	@ \$ 19.130000/day ( 3 days 6.5000%)		57.39	
902.	Mortgage Insurance Premium	months			
903.	Hazard Insurance Premium	1.0 years			
904.					
905.					
<b>1000. RESERVES DEPOSITED WITH LENDER</b>					
1001.	Hazard Insurance	months @ \$	per month		
1002.	Mortgage Insurance	months @ \$	per month		
1003.	City/Town Taxes	2.000 months @ \$	11.42 per month	22.84	
1004.	County Taxes	2.000 months @ \$	64.92 per month	129.84	
1005.	Assessments	months @ \$	per month		
1006.		months @ \$	per month		
1007.		months @ \$	per month		
1008.	Aggregate Adjustment	months @ \$	per month	0.00	
<b>1100. TITLE CHARGES</b>					
1101.	Settlement or Closing Fee	to Southland Title & Escrow Co. Inc.			195.00
1102.	Abstract or Title Search	to			
1103.	Title Examination	to Southland Title & Escrow Co. Inc.		200.00	
1104.	Title Insurance Binder	to			
1105.	Document Preparation	to Southland Title & Escrow Co. Inc.			95.00
1106.	Notary Fees	to			
1107.	Attorney's Fees	to			
	<i>(includes above item numbers: )</i>				
1108.	Title Insurance	to Southland Title & Escrow/Chicago Title Company	Rei. Cr. \$95.86		351.79
	<i>(includes above item numbers: )</i>				
1109.	Lender's Coverage	\$ 107,432.00	47.25		
1110.	Owner's Coverage	\$ 104,000.00	304.54		
1111.		Southland Title & Escrow Co. Inc.			
1112.		Southland Title & Escrow Co. Inc.			
1113.	Express Payoffs	to Southland Title & Escrow/Federal Express			30.00
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>					
1201.	Recording Fees: Deed \$ 12.00; Mortgage \$ 112.00;	Releases \$		124.00	
1202.	City/County Tax/Stamps: Deed ; Mortgage				
1203.	State Tax/Stamps: Revenue Stamps 385.80; Mortgage 122.33			508.13	
1204.	Release Processing Fees	to Southland Title & Escrow Co. Inc.			24.00
1205.					
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>					
1301.	Survey	to			
1302.	Pest Inspection	to All-American Pest Control	POC: \$65.00		
1303.	Certificate of Ins.	to EOI Direct	Order #361041	15.95	
1304.					
1305.					
<b>1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)</b>				4,487.65	1,111.79



**BUYER / SELLER CERTIFICATION**

**Borrower:** [Redacted] Gartee  
**Seller:** Fawn [Redacted] Fenton  
**Lender:** Regions Bank DBA Regions Mortgage  
**Settlement Agent:** Southland Title & Escrow Co. Inc.  
(615)370-5170  
**Place of Settlement:** 7101 Executive Center Drive, Suite 151  
Brentwood, TN 37027  
**Settlement Date:** October 29, 2007  
**Property Location:** 2121 Highway 12 South #139  
Ashland City, TN 37015  
Cheatham County, Tennessee  
Unit 139 Hickory Hills Ph 3

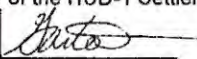
The Buyer and Seller this date have checked, reviewed and approved the figures appearing on the Disclosure/Settlement Statement (Statement of Actual Costs), consisting of two (2) pages. Buyer acknowledges receipt of the payment of the loan proceeds in full, and Seller acknowledges payment in full of the proceeds due Seller from the settlement.

The Buyer and Seller understand that the tax prorations shown on the Settlement Statement are Based on the prior tax periods rate(s). The Buyer and Seller agree to adjust the tax prorations shown on the Settlement Statement when the actual advalorem tax bill is rendered. Seller agrees to forward the next tax bill to Buyer immediately upon receipt of the bill from the tax office. Buyer understands that the next tax bill (even though in the name of the Seller) is the responsibility of the Buyer.

Seller understands that the payoff figure(s) shown on the first page of the Settlement Statement are figures supplied to the Settlement Agent by the Seller's lender(s) and is/are subject to confirmation upon tender of payment. If the payoff figure(s) are inaccurate, Seller agrees to immediately pay any shortage(s) that may exist.

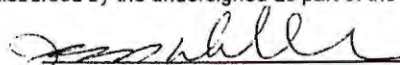
As part of the consideration of this sale, the contract between the parties is by reference incorporated herein and made a part hereof; the terms and conditions contained therein shall survive the closing and shall not merge upon the delivery of the warranty deed.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

[Redacted]   
Gartee

Fawn   
Fawn Fenton

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

  
Southland Title & Escrow Co. Inc.  
Settlement Agent

**WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U. S. Code Section 1001 & Section 1010.**

(GARTEE 07-10-013.PFD/07-10-013/16)

## Fawn Borrowed for First Divorce

## Fawns Mom Loan

Page 1

Date	Num	Transaction	Increase	C	Decrease	Balance
12/1/2005		Opening Balance cat: [Fawns Mom Loan]	11,490.00			-11,490.00
12/9/2007	1693	Diane [REDACTED] <b>Fawn's Mom</b> cat: [3072 - FTB Joint Checking (6610)]			11,660.00	170.00



## Supplemental Personal Tax Report

1/1/2007 Through 12/31/2007 (Cash Basis)

10/2/2008

Page 4

Date	Account	Description	Memo	Amount
10/10/2007	3072 - FTB Joint Checking (6610)	Nashville Zoo At Grassmere	Annual Safari Membership	-125.00
<b>TOTAL Animal Related</b>				<b>-1,190.00</b>
<b>Charity-Non Cash</b>				
2/10/2007	8963 - Fawn FTB Checking (8088)	Michaels	Art Supplies for Zoo	-18.80
<b>TOTAL Charity-Non Cash</b>				<b>-18.80</b>
<b>Church Tithes &amp; Offerings</b>				
1/1/2007	3072 - FTB Joint Checking (6610)	New Song Christian Fellowship	Karen Ray - Tithe on Sale	-200.00
1/3/2007	3072 - FTB Joint Checking (6610)	New Song Christian Fellowship	Garry - Tithe on Sale	-210.00
1/7/2007	8963 - Fawn FTB Checking (8088)	New Song Christian Fellowship		-200.00
2/4/2007	8963 - Fawn FTB Checking (8088)	New Song Christian Fellowship		-200.00
3/4/2007	8963 - Fawn FTB Checking (8088)	New Song Christian Fellowship		-200.00
3/18/2007	Fawn Ascend Checking (7)	New Song Christian Fellowship	Montgomery - Tithe on Proceeds	-1,000.00
4/1/2007	3072 - FTB Joint Checking (6610)	New Song Christian Fellowship		-178.00
4/15/2007	3072 - FTB Joint Checking (6610)	New Song Christian Fellowship		-178.00
5/5/2007	3072 - FTB Joint Checking (6610)	New Song Christian Fellowship		-178.00
5/20/2007	3072 - FTB Joint Checking (6610)	New Song Christian Fellowship		-178.00
6/3/2007	3072 - FTB Joint Checking (6610)	New Song Christian Fellowship		-178.00
6/23/2007	3072 - FTB Joint Checking (6610)	New Song Christian Fellowship		-178.00
7/1/2007	3072 - FTB Joint Checking (6610)	New Song Christian Fellowship		-178.00
8/1/2007	3072 - FTB Joint Checking (6610)	New Song Christian Fellowship	Sproul - Tithe on Purchase	-243.00
8/4/2007	3072 - FTB Joint Checking (6610)	New Song Christian Fellowship		-356.00
8/19/2007	3072 - FTB Joint Checking (6610)	New Song Christian Fellowship		-178.00
9/9/2007	3072 - FTB Joint Checking (6610)	New Song Christian Fellowship		-195.00
9/15/2007	3072 - FTB Joint Checking (6610)	New Song Christian Fellowship	2007 Harvest Project Offering - PIF	-300.00
9/15/2007	3072 - FTB Joint Checking (6610)	New Song Christian Fellowship	Chartwell - Tithe on Sale	-1,200.00
9/16/2007	3072 - FTB Joint Checking (6610)	New Song Christian Fellowship		-195.00
9/30/2007	3072 - FTB Joint Checking (6610)	New Song Christian Fellowship		-195.00
10/21/2007	3072 - FTB Joint Checking (6610)	New Song Christian Fellowship		-195.00
11/4/2007	3072 - FTB Joint Checking (6610)	New Song Christian Fellowship		-195.00
11/18/2007	3072 - FTB Joint Checking (6610)	New Song Christian Fellowship		-195.00
12/2/2007	3072 - FTB Joint Checking (6610)	New Song Christian Fellowship		-195.00
12/16/2007	3072 - FTB Joint Checking (6610)	New Song Christian Fellowship		-195.00
12/23/2007	3072 - FTB Joint Checking (6610)	New Song Christian Fellowship	Tithe on A/H Year End Bonus	-300.00
12/23/2007	3072 - FTB Joint Checking (6610)	New Song Christian Fellowship	Tithe on 12/31 A/H Paycheck	-195.00
12/23/2007	3072 - FTB Joint Checking (6610)	New Song Christian Fellowship	2121 Highway 12 South #139 - Tithe on Proceeds	-1,000.00
<b>TOTAL Church Tithes &amp; Offerings</b>				<b>-8,588.00</b>

## Condo Sale - Income &amp; Expense Report

1/1/2001 Through 12/31/2007 (Cash Basis)

10/2/2008

Page 1

Date	Account	Description	Memo	Amount
<b>INCOME</b>				
<b>-Condo In-</b>				
10/29/2007	Condo	Property Sold	Gross Amount Due to Seller	104,170.29
<b>TOTAL -Condo In-</b>				<b>104,170.29</b>
<b>TOTAL INCOME</b>				<b>104,170.29</b>
<b>EXPENSES</b>				
<b>-C-</b>				
<b>Acquisition</b>				
4/11/2001	Condo	Property Purchased	Gross Amount Due from Borrower	-84,228.86
5/6/2002	Condo	Refinance Expense @ Divorce	Based off of Good Faith Estimate	-1,406.00
<b>TOTAL Acquisition</b>				<b>-85,634.86</b>
<b>Advertising</b>				
7/3/2007	3072 - FTB Joint Checking (6610)	The Sign Center	For Sale Sign	-60.09
8/27/2007	3953 - Ascend Visa (Fawn-90)	Target	Staging Materials	-49.44
8/28/2007	3072 - FTB Joint Checking (6610)	Cheatham County Register	Master Deed	-6.75
8/28/2007	3953 - Ascend Visa (Fawn-90)	Lowe's	Staging - Lamp	-43.67
8/28/2007	3953 - Ascend Visa (Fawn-90)	Michaels Arts And Crafts Store	Staging - Tree	-32.76
8/29/2007	3953 - Ascend Visa (Fawn-90)	Jo-Ann Fabric And Craft Stores	Staging Materials	-46.68
8/29/2007	3953 - Ascend Visa (Fawn-90)	Michaels Arts And Crafts Store	Staging Materials	-12.53
8/30/2007	3953 - Ascend Visa (Fawn-90)	Wal-Mart	Staging - Rug	-26.19
<b>TOTAL Advertising</b>				<b>-278.11</b>
<b>Cleaning &amp; Maintenance</b>				
7/17/2007	Condo HELOC	Cheatham Co. Floor Covering & Paint	Paint	-148.36
7/21/2007	3072 - FTB Joint Checking (6610)	Lowe's	Spackling & Paper Towel	-11.85
7/21/2007	3072 - FTB Joint Checking (6610)	Wal-Mart	Caulk	-7.62
7/27/2007	3072 - FTB Joint Checking (6610)	The Home Depot	Paint Tray Liners	-4.34
7/27/2007	3072 - FTB Joint Checking (6610)	Cheatham Co. Floor Covering & Paint	Paint	-62.56
7/30/2007	3072 - FTB Joint Checking (6610)	Lowe's	Paint Supplies	-42.97
8/5/2007	3072 - FTB Joint Checking (6610)	The Home Depot	Toilet Parts	-84.08
8/7/2007	3072 - FTB Joint Checking (6610)	The Home Depot	Trim Pry Bar	-15.25
8/7/2007	3072 - FTB Joint Checking (6610)	The Home Depot	Return - Tile Scraper	26.79
8/7/2007	3072 - FTB Joint Checking (6610)	The Home Depot	Tile Scraper & Gloves	-26.79

## Condo Sale - Income &amp; Expense Report

1/1/2001 Through 12/31/2007 (Cash Basis)

10/2/2008

Page 2

Date	Account	Description	Memo	Amount
8/7/2007	3072 - FTB Joint Checking (6610)	Kroger	Tin Foil for Painting	-5.01
8/7/2007	3072 - FTB Joint Checking (6610)	Hickory Hills Homeowners Assoc.	Locks Changed	-50.00
8/7/2007	Store Credits	The Home Depot	Return - Tile Scraper	5.57
8/7/2007	Store Credits	The Home Depot	Tile Scraper & Gloves	-16.48
8/7/2007	Condo HELOC	Cheatham Co. Floor Covering & Paint	New Carpet	-2,000.00
8/9/2007	3072 - FTB Joint Checking (6610)	The Home Depot	Floor Stripper	-12.50
8/11/2007	3072 - FTB Joint Checking (6610)	Lowe's	Sink Faucet	-107.07
8/12/2007	3072 - FTB Joint Checking (6610)	The Home Depot	Quarter Round Trim	-74.75
8/12/2007	3072 - FTB Joint Checking (6610)	The Home Depot	Quarter Round Trim	-63.63
8/12/2007	3072 - FTB Joint Checking (6610)	The Home Depot	Return - Quarter Round Trim	60.92
8/12/2007	3072 - FTB Joint Checking (6610)	The Home Depot	Return - Quarter Round Trim	56.25
8/12/2007	Store Credits	The Home Depot	Tile Samples	-2.08
8/12/2007	Store Credits	The Home Depot	Quarter Round Trim	-3.49
8/14/2007	3072 - FTB Joint Checking (6610)	The Home Depot	Floor Bully Scrapper	-32.50
8/14/2007	Condo HELOC	Floorz	New Vinyl Flooring	-1,119.00
8/18/2007	3953 - Ascend Visa (Fawn-90)	The Home Depot	Shoe Molding	-7.87
8/18/2007	3953 - Ascend Visa (Fawn-90)	The Home Depot	Shoe Molding	-80.95
8/20/2007	3953 - Ascend Visa (Fawn-90)	The Home Depot	Anderson Storm Door for Front	-278.00
8/21/2007	3953 - Ascend Visa (Fawn-90)	The Home Depot	Window Screens	-59.43
8/25/2007	3072 - FTB Joint Checking (6610)	The Home Depot	Return - Floor Bully Scrapper	32.50
8/25/2007	3953 - Ascend Visa (Fawn-90)	The Home Depot	Hardware, Blinds, Etc...	-97.70
8/25/2007	3953 - Ascend Visa (Fawn-90)	The Home Depot	Returns - Hardware	11.87
8/25/2007	3953 - Ascend Visa (Fawn-90)	The Home Depot	Trim & Weather Seal	-21.05
8/26/2007	3953 - Ascend Visa (Fawn-90)	Lowe's	Plumbing Supplies	-31.14
8/27/2007	3072 - FTB Joint Checking (6610)	Lowe's	Plumbing Supplies	-49.38
8/27/2007	3953 - Ascend Visa (Fawn-90)	Lowe's	Returns - Plumbing	18.68
8/28/2007	3072 - FTB Joint Checking (6610)	Midway Supply Company	Copper Fitting	-3.61
8/31/2007	3072 - FTB Joint Checking (6610)	The Home Depot	Hot Water Heater Repair Supplies	-56.21
9/3/2007	3072 - FTB Joint Checking (6610)	Wal-Mart	Vacuum Bags	-5.40
9/3/2007	3953 - Ascend Visa (Fawn-90)	The Home Depot	Return - Damaged Blinds	17.44
9/5/2007	3072 - FTB Joint Checking (6610)	The Home Depot	Replace - Damaged Blinds	-19.00
9/6/2007	3072 - FTB Joint Checking (6610)	Nippers Corner Cleaners	Press Shower Curtain	-10.92
9/19/2007	3072 - FTB Joint Checking (6610)	The Home Depot	Hardware	-2.14
9/20/2007	3072 - FTB Joint Checking (6610)	Lowe's	Door Strikes & Mineral Spirits	-18.12
10/1/2007	3072 - FTB Joint Checking (6610)	The Home Depot	Plumbing Hardware - Toilet	-8.28
10/1/2007	3072 - FTB Joint Checking (6610)	Wal-Mart	Plumbing Hardware - Toilet	-10.51
10/11/2007	3072 - FTB Joint Checking (6610)	Wal-Mart	Plumbing Hardware - Toilet	-45.35
10/25/2007	3072 - FTB Joint Checking (6610)	The Home Depot	2" Test Plug (Plumbing)	-3.06



## Condo Sale - Income &amp; Expense Report

1/1/2001 Through 12/31/2007 (Cash Basis)

10/2/2008

Page 3

Date	Account	Description	Memo	Amount
10/25/2007	3072 - FTB Joint Checking (6610)	Tusculum Ace Hardware	Weather Seal for Front Door	-21.84
10/26/2007	3072 - FTB Joint Checking (6610)	Terry Blanks A/C & HTG.	Fireplace Inspection & Letter for VA	-100.00
10/27/2007	3072 - FTB Joint Checking (6610)	Kevin Williams	Plumbing Inspection - Steam from Drain	-50.00
11/13/2007	3072 - FTB Joint Checking (6610)	Deposit	Tim Burrows - Damage Reimbursement	100.00
11/13/2007	3072 - FTB Joint Checking (6610)	Wal-Mart	Return - Plumbing Hardware	31.05
12/7/2007	3072 - FTB Joint Checking (6610)	The Home Depot	Condo Plumbing Returns	3.59
12/7/2007	Store Credits	The Home Depot	Leaf Bags	-10.36
12/7/2007	Store Credits	The Home Depot	Return Materials	42.77
<b>TOTAL Cleaning &amp; Maintenance</b>				<b>-4,473.22</b>
<b>Hazard Insurance</b>				
7/23/2007	3072 - FTB Joint Checking (6610)	State Farm Insurance		-48.24
<b>TOTAL Hazard Insurance</b>				<b>-48.24</b>
<b>HOA Dues</b>				
8/2/2007	3072 - FTB Joint Checking (6610)	Hickory Hills Homeowners Assoc.		-100.00
9/1/2007	3072 - FTB Joint Checking (6610)	Hickory Hills Homeowners Assoc.		-100.00
10/1/2007	3072 - FTB Joint Checking (6610)	Hickory Hills Homeowners Assoc.		-100.00
<b>TOTAL HOA Dues</b>				<b>-300.00</b>
<b>Legal &amp; Professional</b>				
10/10/2007	3072 - FTB Joint Checking (6610)	Credentials Verification Service	Rental Screen - Rachel Williams	-30.00
<b>TOTAL Legal &amp; Professional</b>				<b>-30.00</b>
<b>Other Expenses</b>				
10/11/2007	3072 - FTB Joint Checking (6610)	All American Pest Control	Condo Termite Letter	-65.00
<b>TOTAL Other Expenses</b>				<b>-65.00</b>
<b>Other Interest</b>				
8/7/2007	Condo HELOC	Finance Charges	HELOC	-8.08
9/7/2007	Condo HELOC	Finance Charges	HELOC	-30.10
<b>TOTAL Other Interest</b>				<b>-38.18</b>
<b>Selling</b>				
10/28/2007	Condo	Southland Title & Escrow	Settlement Charges to Seller	-1,111.79
<b>TOTAL Selling</b>				<b>-1,111.79</b>
<b>Taxes</b>				

## Condo Sale - Income &amp; Expense Report

1/1/2001 Through 12/31/2007 (Cash Basis)

10/2/2008

Page 4

Date	Account	Description	Memo	Amount
11/13/2007	3072 - FTB Joint Checking (6610)	Southland Title & Escrow	2007 County Tax Overage Refund	89.89
<b>TOTAL Taxes</b>				<b>89.89</b>
<b>Utilities</b>				
7/17/2007	Condo HELOC	Ashland City Water & Sewer	Service Connection Charge	-50.00
8/15/2007	3072 - FTB Joint Checking (6610)	Ashland City Water & Sewer	Vacancy Period	-15.92
8/15/2007	3072 - FTB Joint Checking (6610)	Cumberland Electric Membership Corp.	Vacancy Period	-79.55
9/11/2007	3072 - FTB Joint Checking (6610)	Ashland City Water & Sewer	Vacancy Period	-15.58
9/20/2007	3072 - FTB Joint Checking (6610)	Cumberland Electric Membership Corp.	Vacancy Period	-61.02
10/10/2007	3072 - FTB Joint Checking (6610)	Piedmont Natural Gas	Vacancy Period	-10.50
10/11/2007	3072 - FTB Joint Checking (6610)	Ashland City Water & Sewer	Vacancy Period	-17.67
10/12/2007	3072 - FTB Joint Checking (6610)	Cumberland Electric Membership Corp.	Vacancy Period	-26.10
10/30/2007	3072 - FTB Joint Checking (6610)	Piedmont Natural Gas	Vacancy Period	-10.00
11/20/2007	3072 - FTB Joint Checking (6610)	Piedmont Natural Gas	Vacancy Period	-26.00
11/20/2007	3072 - FTB Joint Checking (6610)	Cumberland Electric Membership Corp.	Vacancy Period	-55.60
11/20/2007	3072 - FTB Joint Checking (6610)	Ashland City Water & Sewer	Vacancy Period	-17.06
12/4/2007	3072 - FTB Joint Checking (6610)	Ashland City Water & Sewer	Vacancy Period	-14.54
12/20/2007	3072 - FTB Joint Checking (6610)	Cumberland Electric Membership Corp.	Vacancy Period	-26.10
<b>SUBTOTAL Utilities</b>				<b>-425.64</b>
<b>Cell Phone</b>				
7/26/2007	3072 - FTB Joint Checking (6610)	AT&T (Mobile)	Fawn - Mobile Voice	-13.47
8/26/2007	3072 - FTB Joint Checking (6610)	AT&T (Mobile)	Fawn - Mobile Voice	-13.63
9/26/2007	3072 - FTB Joint Checking (6610)	AT&T (Mobile)	Fawn - Mobile Voice	-13.47
10/26/2007	3072 - FTB Joint Checking (6610)	AT&T (Mobile)	Fawn - Mobile Voice	-14.58
<b>TOTAL Cell Phone</b>				<b>-55.15</b>
<b>TOTAL Utilities</b>				<b>-480.79</b>
<b>TOTAL -C-</b>				<b>-92,370.30</b>

<b>TOTAL EXPENSES</b>	<b>-92,370.30</b>
-----------------------	-------------------

<b>ADVERTISING: \$278.11</b>
------------------------------

<b>CLEANING &amp; MAINTENANCE (NEW FLOORS): \$4,473.22</b>
--

<b>Utilities: \$425.64</b>
----------------------------

<b>Subtotal: \$5,176.97</b>
-----------------------------

(ROUNDED DOWN)

<b>PRE-SALES IMPROVEMENTS &amp; HOLDING COSTS: \$5,000</b>
--

<b>OVERALL TOTAL</b>	<b>11,799.99</b>
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Residential . LS No. **1220084**  
 Status **Closed** Area **10** List Price **\$360,000**  
 Type **Site Built** Er/Ea **Exc. Right to Sell** Media   
 Address **1986 Sunnyside Dr** City **Brentwood** Zip **37027**  
 County **Williamson** Sub/Dev **Sunny Side** MLS Map  
 Lot Number Tax ID **013J A 035.00** Deed Book/Page **4743/715**

Directions **FROM NASHVILLE\* SOUTH ON HILLSBORO RD, LEFT ON SUNNYSIDE DR, 1986 IS ON THE RIGHT**

**General Information**

Style **Ranch** Stories **1.00** Year Built **1977 / Approximate**  
 Acres **1.470** Acreage Source Completion  
 Total Rooms **9** Size **150.0 x 434.0** Assoc Fee **\$ /mo**  
 Constr **All Brick / Wood** Lot **Wooded** Basement **Partial / Unfinished**  
 Driveway **Aggregate** Floors **Carpet / Finished Wood / Tile /** Garage **2 / Attached - SIDE**  
 Community Amenities Waterfront / Roof Composition **Shingle**

**Rooms and Dimension Information**

Liv **15X13 / Formal** Rec **25X33 / Over Garage** Bed 1 **15X13 / Full Bath**  
 Din **13X12 / Formal** Hobby / Bed 2 **12X11 /**  
 Kit **15X12 / Eat-In** Other / Bed 3 **13X13 /**  
 Den **19X13 / Fireplace** Other / Bed 4 **12X11 /**  

	<b>Bedrooms</b>	<b>Full Baths</b>	<b>Half Baths</b>	<b>Finished Square Feet (est)</b>	<b>Est. SqFt. Source</b>
Main	<b>4</b>	<b>2</b>	<b>1</b>	<b>2579</b>	<b>Tax Record</b>
Other	<b>0</b>	<b>0</b>	<b>0</b>		
Total	<b>4</b>	<b>2</b>	<b>1</b>		<b>Total 2579</b>

**Office and Showing Information**

Show Call Showing Center Owner Name Open House  
 Agent **John Taylor** (Ph: 615-794-0833 ext 6035) CoList Agent (Ph: )  
 Listing Office **Zeitlin & Co., Realtors** (Ph: (615) 794-0833) CoList Office (Ph: )  
 Appt Phone (615) 327-0101 Subagency 0 Buyer Broker 3 Facilitator 3  
 Remarks: **ALL BRICK RANCH\*CUL-DE-SAC LOCATION\*HUGE BEDROOMS & BONUS ROOM\*9FT CEILINGS & CROWN MOLDING IN LIVING RM, DINING RM, & FOYER\*HEATED FLR IN GUEST BATH\*PRIVATE WOODED LOT\*CONVENIENT TO NASHVILLE, BRENTWOOD & FRANKLIN**

**Schools and Utilities**

Elem1 **Grassland Elementary** Elem2 Middle/JR **Grassland Middle School** High **Franklin High School**  
 Water City **Water** Sewer Septic Tank Cool Electric / Central Heat Gas / Central

**Features**

<b>Appliances</b>	<b>Interior Features</b>	<b>Exterior Features</b>	<b>Miscellaneous</b>
Range <b>Cooktop / Electric</b>	Firepl <b>1</b>	Fence	Handicap
Oven <b>Double Oven / Electric</b>	Drapes	Patio/Deck <b>Deck</b>	Energy Storm Doors / Storm Windows /
	Master Bath Sep. Shower/Tub / Ceramic	Pool	Green Cert
Other Dishwasher	Other Ceiling Fan / Extra Closets / Utility Connection /	Other Garage Door Opener	Other Cable TV

**Financing and Taxes**

Acceptable Buyer Financing **FHA / Other / VA /** Taxes **\$1,461**

**MLS Information**

Photo **None** List Date **Sep 27 2010** Poss Date of Deed  
 Realtor Remarks: **BUYER OR BUYER AGENT TO VERIFY SCHOOL ZONING AND ANY OTHER PERTINENT INFORMATION**

**Comparable Information**

Sales Agent <b>Jeff Fenton</b>	Co-Sales Agent	Days On Mkt <b>205</b>
Sales Office <b>Benchmark Realty, LLC</b>	Co-Sales Office	Presale No
Seller Participation <b>4000</b>	Closing Date <b>4/29/2011</b>	Orig. List Price <b>\$360,000</b>
Terms <b>Conventional</b>	Pending Date <b>4/20/2011</b>	Sales Price <b>\$350,000</b>

Requested by: **Jeff Fenton**

*Information believed to be accurate but not guaranteed. Buyers should independently verify all information prior to submitting any offer to purchase.*

RealTracs Solutions  
 Report Date: **4/29/2011**



## Jeff Fenton

---

**From:** Jeff Fenton  
**Sent:** Wednesday, September 24, 2014 4:24 PM  
**To:** Kim Hollingshead  
**Cc:** Fawn Fenton  
**Subject:** RE: Fenton Purchase | 1986 Sunnyside Drive, Brentwood | Tenancy by the Entirety?  
**Attachments:** Sunnyside Deed of Trust - Executed.pdf

Hello Kim!

It has been a while!

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

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

**Tenancy by the Entirety:** a special form of joint tenancy when the joint tenants are husband and wife -- with each owning one-half. Neither spouse can sell the property without the consent of the other. Words in the deed such as "Bill and Mary, husband and wife as tenancy in the entirety" establish title in tenancy by the entireties. This form of ownership is not available in all states. ([http://itlehmanlaw.com/lawyer/Nashville-TN\\_fq314.htm](http://itlehmanlaw.com/lawyer/Nashville-TN_fq314.htm))

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

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

Thanks for your help with this!

## Jeff Fenton

**Meticulous Marketing LLC**

(615) 837-1300 Office

(615) 837-1301 Mobile

(615) 837-1302 Fax

**When it's worth doing RIGHT the first time!**

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

## Jeff Fenton

---

**From:** Kim Hollingshead <Kim@TouchstoneTitleTN.com>  
**Sent:** Wednesday, September 24, 2014 4:42 PM  
**To:** Jeff Fenton  
**Cc:** Fawn Fenton  
**Subject:** RE: Fenton Purchase | 1986 Sunnyside Drive, Brentwood | Tenancy by the Entirety?

And wife

---

**Subject:** RE: Fenton Purchase | 1986 Sunnyside Drive, Brentwood | Tenancy by the Entirety?

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

Thanks again!

## Jeff Fenton

---

**From:** Kim Hollingshead  
**Sent:** Wednesday, September 24, 2014 3:31 PM  
**To:** Jeff Fenton  
**Cc:** Fawn Fenton  
**Subject:** RE: Fenton Purchase | 1986 Sunnyside Drive, Brentwood | Tenancy by the Entirety?

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

*Kimberly K. Hollingshead, Esq.*

President  
Touchstone Title & Escrow, LLC  
318 Seaboard Lane, Suite 114  
Franklin, TN 37067  
Office: (615) 371-2299  
Email: [Kim@TouchstoneTitleTN.com](mailto:Kim@TouchstoneTitleTN.com)  
Website: [www.TouchstoneTitleTN.com](http://www.TouchstoneTitleTN.com)

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

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



### 31.1 TENANCY BY THE ENTIRETY

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

### 31.2 TENANTS IN COMMON

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

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



**Tennessee Law Course  
Property Law**

I. **Concurrent Ownership in Tennessee**

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

A. **Tenancy by Entirety**

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

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

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

4. **Characteristics of the Tenancy by Entirety**

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

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

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

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

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

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



# 2009 Form 1099-R

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



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

PAGE 1 of 1

1-888-285-4563

**FAWN** ██████████ **FENTON**  
 PO BOX 111777  
 NASHVILLE TN 37222-1777

**PAYER'S name**  
 Vanguard Fiduciary Trust Company

**PAYER'S federal Identification number**  
 23-2640992

**RECIPIENT'S identification number**  
 ██████████ - 20 ██████████

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

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

**FAWN'S TOTAL RETIREMENT DISTRIBUTION**  
 (After 2007–2008 Financial Crisis)  
**DEPOSITED IN ASCEND JOINT**  
**HOUSE INVESTMENT FUND**  
 on 10/23/2009  
  
**\$12,144.43**

Form 1099-R  
 OMB No. 1545-0119

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





**Vanguard**

OCTOBER 13, 2009

**Vanguard REIT Index Fund  
Investor Shares**

FAWN ██████████ FENTON  
PO BOX 111777  
NASHVILLE TN 37222-1777



VFTC - CUSTODIAN ROTH IRA

ACCOUNT VALUE  
\$ .00

**CHECK  
CONFIRMATION**

FUND NUMBER 123  
ACCOUNT NUMBER 88016994559  
CHECK NUMBER 15490981

ACCOUNT SERVICE  
CALL 1-800-662-2739

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



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

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

**REDEMPTION CHECK**

**Vanguard REIT Index Fund  
Investor Shares**

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

Pay To The Order Of  
FAWN ██████████ FENTON

Dollars	Cents
*****2,984	96

Please cash this check within six (6) months

60-182  
433

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

*Richard D. Carpenter*  
Authorized Signature

**Vanguard**

⑈0015490981⑈ ⑆043301627⑆ 1002419133⑈



**Vanguard**

OCTOBER 13, 2009

**Vanguard Target Retirement 2035 Fund**

FAWN [REDACTED] FENTON  
 PO BOX 111777  
 NASHVILLE TN 37222-1777



VFTC - CUSTODIAN ROTH IRA

ACCOUNT VALUE  
 \$ .00

**CHECK  
 CONFIRMATION**

FUND NUMBER 305  
 ACCOUNT NUMBER 88016994559  
 CHECK NUMBER 15491088

ACCOUNT SERVICE  
 CALL 1-800-662-2739

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

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



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

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**REDEMPTION CHECK**

**Vanguard Target Retirement 2035 Fund**

Check Number: 15491088  
 Date Of Check: 10/13/2009  
 Account Number: 88016994559

Pay To The Order Of  
**FAWN [REDACTED] FENTON**

Dollars	Cents
*****5,235	30

Please cash this check within six (6) months.

60-182  
 433

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

*Richard D. Carpenter*  
 Authorized Signature

**Vanguard**

⑈0015491088⑈ ⑆043301627⑆ 1002419133⑈





**Vanguard**

OCTOBER 13, 2009

**Vanguard Diversified Equity Fund  
Investor Shares**

FAWN [REDACTED] FENTON  
PO BOX 111777  
NASHVILLE TN 37222-1777



VFTC - CUSTODIAN ROTH IRA

ACCOUNT VALUE  
\$ .00

**CHECK  
CONFIRMATION**

FUND NUMBER 608  
ACCOUNT NUMBER 88016994559  
CHECK NUMBER 15491307

ACCOUNT SERVICE  
CALL 1-800-662-2739

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

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



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

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

**REDEMPTION CHECK**

**Vanguard Diversified Equity Fund  
Investor Shares**

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

Dollars	Cents
3,924	17

Pay To The Order Of  
FAWN [REDACTED] FENTON

80-182  
433

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

Please cash this check within six (6) months.

**Vanguard**

*Richard D. Carpenter*  
Authorized Signature

⑈0015491307⑈ ⑆043301627⑆ 1002419133⑈



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

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Deposit Slip Copy

# Ascend

Federal Credit Union

Raising Possibilities

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

ACCT: 2576580  
 FAWN FENTON

ACCOUNT-SF	AMOUNT	SEQ	
TO AUTO			
2576580-L1	1347.41	181	← amount put towards Prius
BALANCE:	0.00		← current car loan resulting balance
PREVIOUS:	1346.88		
PRINCIPAL:	1346.88		← amount owed on car to date
INTEREST:	0.53		
CARRYOVER:	10797.02		← remainder of Vanguard checks
TO SHARE			
2576580-S0	10797.02	182	← Vanguard checks remainder deposit to Savings
BALANCE:	10817.60		← current resulting savings balance
PREVIOUS:	20.58		
AVAILABLE:	10812.60		
<hr/>			
CHECKS:	12144.43		← Total Vanguard checks

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

IMPORTANT NOTICE

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

**FAWN'S TOTAL RETIREMENT DISTRIBUTION**  
 (After 2007-2008 Financial Crisis)  
 DEPOSITED IN ASCEND JOINT  
 HOUSE INVESTMENT FUND  
 on 10/23/2009  
**\$12,144.43**





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

ACCOUNT NUMBER		PAGE
2576580		1
01OCT09		31OCT09
SOCIAL SECURITY NUMBER	FROM	TO
STATEMENT PERIOD		

KN E-STMT

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

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

NOTICE: See reverse side for important information

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

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

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\*ASTERISK NEXT TO

**2010 Form 1099-R**

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

1-800-662-2739

**Vanguard**

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

PAGE 2 OF 3

**PAYER'S name**  
Vanguard Fiduciary Trust Company

**PAYER'S federal identification number**

23-2640992

**RECIPIENT'S identification number**

XXX-XX-5069

**JEFFREY RYAN FENTON**  
PO BOX 111777  
NASHVILLE TN 37222-1777

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

Plan Name		Fund Name		Account number		Box 10:	Box 11:	Box 12:
Box 1:	Box 2a:	Box 2b:	Box 4:	Box 7:	IRA/	State tax	State/Payer's	State
Gross distribution	Taxable amount	Taxable amount not determined	Federal income tax withheld	Distribution code(s)	SEP/SIMPLE	withheld	state no.	distribution
<b>ROTH IRA</b>								
STRATEGIC EQUITY FUND			09984339759					
8,023.32		X	0.00	J				
REIT INDEX FUND INV			09984339759					
9,758.76		X	0.00	J				

**JEFF'S TOTAL RETIREMENT DISTRIBUTION**  
(After 2007-2008 Financial Crisis)  
**DEPOSITED IN ASCEND JOINT**  
**HOUSE INVESTMENT FUND**  
on 4/25/2010  
**\$17,782.08**

Form 1099-R  
OMB No. 1545-0119

**Copy B Report this income on your federal tax return. If this form shows federal income tax withheld in box 4, attach this copy to your return.**  
2-3

01035809







## Confirmation



**i** Confirmation number W206391261  
Thank you. You can print this page for your records.

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

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

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

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

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

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

### Fund information

Account	Jeffrey Ryan Fenton—Roth IRA
Fund name	Strategic Equity Fund (VSEQX)
Fund & account	0114-09984339759

### Method and amount

Sale amount	100%
Redemption method	Electronic Bank Transfer

### Restrictions

Restricted until	06/25/2010
------------------	------------

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

### Bank instructions

Routing number	264181626
Name of bank	ASCEND FCU
Bank account number	*****6580
Bank account type	Savings (JOINT HOUSE INVESTMENT FUND)

Bank account registration Jeffrey R Fenton

Fawn Fenton

### Withholding information

Federal withholding Do not withhold

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**Vanguard**

## Confirmation



**i** Confirmation number W206391736  
Thank you. You can print this page for your records.

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

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

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

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

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

E-mail address Business@FentonMail.com

### Fund information

Account Jeffrey Ryan Fenton—Roth IRA

Fund name REIT Index Fund Inv (VGSIX)

Fund & account 0123-09984339759

### Method and amount

Sale amount 100%

Redemption method Electronic Bank Transfer

### Fee information

Redemption fee \$0.00

### Restrictions

Restricted until 06/25/2010

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

### Bank instructions

Routing number 264181626



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

<b>Withholding information</b>	
Federal withholding	<input type="checkbox"/> Do not withhold

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

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

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

**MORTGAGE SPECIAL!**

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

NOTICE: See reverse side for important information

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

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\*ASTERISK NEXT TO





Account Number 00161000417291  
 Credit Limit \$30,000.00  
 Available Credit \$70.62  
 Maturity Date 03/17/2016

**Account Statement**  
 Statement Closing Date 02/01/2011  
 Previous Balance \$20,745.24  
 Payments \$65.86  
 Itemized Advances \$9,250.00  
 Net Adjustments \$0.00  
 Fees/Late Charges \$0.00  
 FINANCE CHARGE \$77.27  
 New Balance \$30,006.65  
 Minimum Payment Due \$77.27  
 Payment Due Date 02/26/2011



JEFFREY R FENTON  
 PO BOX 111777  
 NASHVILLE TN 37222-1777

# EQUITY CREDIT LINE

Transactions

Trans	Post	Description	CHK#	Amount	Ending Principal Balance
01/21/11	01/21/11	EQUITY CR LINE	1061	\$9,250.00	\$29,929.38
01/26/11	01/26/11	PAYMENT - THANK YOU		\$65.86-	\$29,929.38

**HUSBAND'S PREMARITAL RETIREMENT INVESTED IN SUNNYSIDE: \$17,782.08**  
**HUSBAND'S EQUITY FROM PREMARITAL DUPLEX INVESTED IN SUNNYSIDE: \$9,250**

**HUSBAND'S TOTAL PREMARITAL ASSETS INVESTED IN PURCHASE OF MARITAL RESIDENCE AT 1986 SUNNYSIDE DRIVE, BRENTWOOD, TN 37027**  
**\$27,032.08**

Finance Charges

	Daily Periodic Rate	Periodic Finance Charges	Nominal Annual Percentage Rate
Cash	0.01027397%	\$77.27	3.75%
<b>Annual Percentage Rate</b>	<b>3.75%</b>	<b>Total Periodic Finance Charges</b>	<b>\$77.27</b>

IF YOU HAVE QUESTIONS, PLEASE DIAL 1-888-797-7711  
 FROM 7:00AM - 8:00PM (CT) MONDAY THROUGH FRIDAY AND ON SATURDAY, FROM 7:00AM - 5:00PM (CT).

PAYMENT WILL BE MADE BY AUTODEBIT FROM ACH ACCOUNT 102196610

BANCORPSOUTH  
 P O BOX 4360  
 TUPELO, MS 38803-4360

Account Number 00161000417291  
 New Balance \$30,006.65  
 Minimum Payment Due \$77.27  
 Payment Due Date 02/26/2011

Amount enclosed \$

To ensure proper credit, please return this portion with your payment. Please write your account number on your check made payable to BancorpSouth. All payments must be made in U.S. Funds.

BANCORPSOUTH  
 P O BOX 2520  
 TUPELO MS 38803-2520

⑆5998⑈0000⑆ ⑆00161000417291⑆



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

ACCOUNT NUMBER		PAGE
2576580		1
	01JAN11	31JAN11
SOCIAL SECURITY NO.	FROM	TO
	STATEMENT PERIOD	

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

Get Financial Focus!  
 Paying high interest on revolving debt? Get a great rate during Ascend's Easy Equity promotion. Call 800-342-3086 or visit [ascendfcu.org](http://ascendfcu.org) for details.

SHARE  
 Suffix 0

Your balance at the beginning of the period.....\$ 32076.91  
 20JAN DEPOSIT 9250.00 = 41326.91  
 22JAN\* DEPOSIT 750.00 = 42076.91  
 31JAN DIVIDEND through 31JAN2011 19.82 =DAY 42096.73  
 ANNUAL PERCENTAGE YIELD 0.65% FOR A 31 PERIOD  
 EARNED:Average Daily Balance: 35899.49

Your new balance on 31JAN11.....\$ 42096.73

	Total for this period	Total year-to-date
TOTAL OVERDRAFT ITEM	0.00	0.00
TOTAL FEES RETURNED ITEM FEES	0.00	0.00

Dividends Paid To You In 2011 On Suffix 0 \$ 19.82

SHARE  
 DRAFT  
 Suffix 7

No. 1002576580. Balance at the beginning of the period.....\$ 609.82  
 Additions and miscellaneous withdrawals:  
 31JAN DIVIDEND through 31JAN2011 0.08  
 ANNUAL PERCENTAGE YIELD 0.15% FOR A 31 DAY PERIOD  
 EARNED:Average Daily Balance: 609.82

0 Withdrawals = 0.00 1 Deposits = 0.08 0 Drafts Cleared  
 Your new balance on 31JAN11.....\$ 609.90

	Total for this period	Total year-to-date
TOTAL OVERDRAFT ITEM FEES	0.00	0.00
TOTAL RETURNED ITEM FEES	0.00	0.00

Dividends Paid To You In 2011 On Suffix 7 \$ 0.08

To report a lost or stolen Freedom (Visa Check) Card after Credit Union Business Hours, call 1-800-250-9655.

Your Financial Summary

Your total Draft.....\$ 609.90  
 Your total Share.....\$ 42,096.73  
 balances

YTD Tax Summary

YEAR-TO-DATE INFORMATION FOR TAX PURPOSES:  
 Total non-IRA dividends earned (May be reported to IRS as interest for this calendar year)..\$ 19.90

Previous Year Summary

PRIOR YEAR SUMMARY FOR TAX PURPOSES:  
 Total non-IRA dividends earned (May be reported to IRS interest for 2010).....\$ 219.95  
 1099 ID dividends will be reported for 2010.....\$ 0.00



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

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

KN E-STMT

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

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

NOTICE: See reverse side for important information

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

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\*ASTERISK NEXT TO



**Transaction Result Page**

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

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

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

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

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




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

2016  
87-8162/2641

APRIL 3, 2011 DATE

PAY TO THE ORDER OF ZEITLIN & CO REALTORS \$ 5000<sup>00</sup>

FIVE THOUSAND ——— ONLY ——— DOLLARS

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

FOR 1986 SUNNYSIDE EARNEST MONEY Fawn Fenton MP

⑆ 264181626⑆ 10025765800⑈ 2016

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

CHECK NO : 219813

TOUCHSTONE TITLE AND ESCROW LLC\*\*\*



DETACH THIS PORTION BEFORE DEPOSITING

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



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

28APR11 87-8162  
2641

CHECK NO : 219813

AMOUNT  
\$ \*\*34500.00

VOID AFTER 90 DAYS

PAY THE SUM OF THIRTY FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS

PAY TO THE ORDER OF TOUCHSTONE TITLE AND ESCROW LLC\*\*\*

Remitter: FAWN FENTON

CASHIER'S CHECK

*Caren C. Gehrig*  
AUTHORIZED SIGNATURE  
*Alvin D. Conner*  
2nd SIGNATURE REQUIRED FOR CHECKS OVER \$5,000

⑈00219813⑈ ⑆264181626⑆ 646226183⑈

### The Brand Promise

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

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





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

ACCOUNT NUMBER		PAGE
2576580		1
01APR11		30APR11
SOCIAL SECURITY NUMBER	FROM	TO
STATEMENT PERIOD		
KN E-STMT		

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

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

NOTICE: See reverse side for important information

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

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\*ASTERISK NEXT TO





**JEFFREY R FENTON**  
**FAWN ■ FENTON**

**PRIORITY CHOICES CHECKING**

**Account Number: 0000000000102196610**

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

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

**5 Deposits Totaling \$20,079.18**

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

**81 Account Transactions Totaling \$6,178.71**

**Checks**

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

**Other Withdrawals**

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

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

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



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

**First Banking Reserve Summary**

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

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

**Daily Balance Account Summary**

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

**INQUIRY INFORMATION**

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

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

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

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

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

**INQUIRY INFORMATION**

DIRECT INQUIRIES CONCERNING ERRORS FOR FIRST BANKING RESERVE TO:

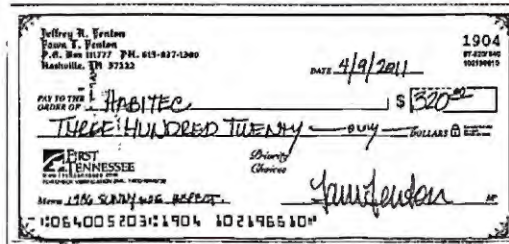
FIRST TENNESSEE BANK  
ATTENTION: FIRST BANKING SUPERVISOR  
P. O. BOX 28100  
NASHVILLE, TN. 37202

**A MESSAGE FOR YOU**

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

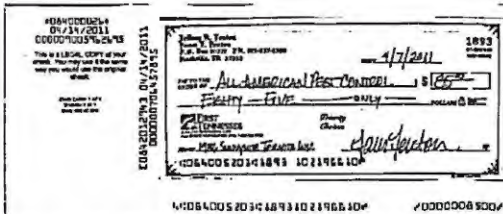
Check Images

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

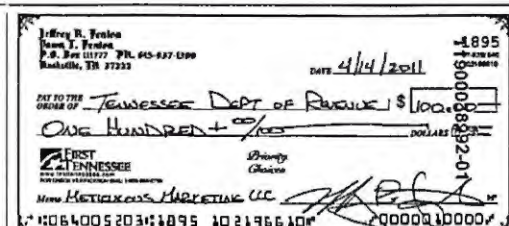


CK: 1904 REF: 92140424 DT: 4/12/11 AMT: \$320.00

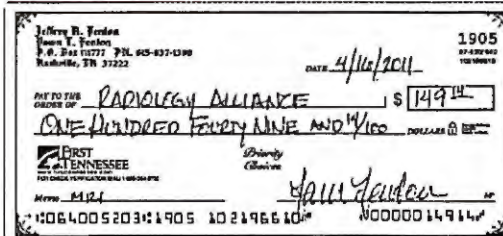
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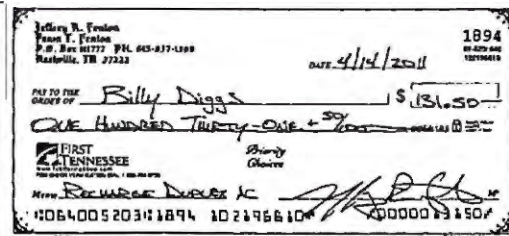
CK: 1893 REF: 34330854 DT: 4/14/11 AMT: \$85.00



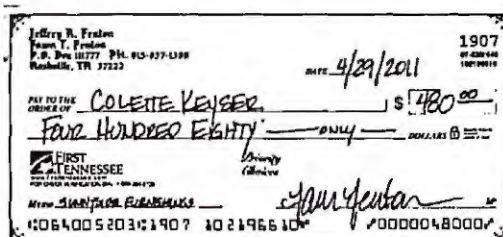
CK: 1895 REF: 29599248 DT: 4/18/11 AMT: \$100.00



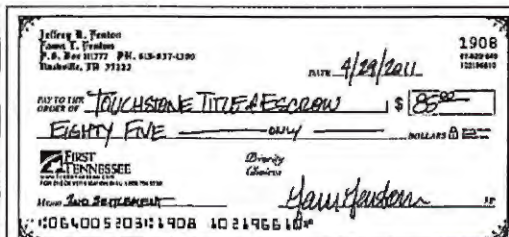
CK: 1905 REF: 93587543 DT: 4/19/11 AMT: \$149.14



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



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

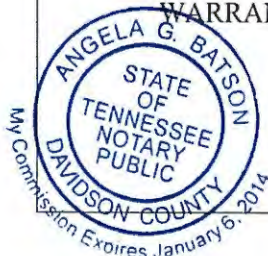


CK: 1908 REF: 92321004 DT: 5/3/11 AMT: \$85.00

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

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

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

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

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

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

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

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

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

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

*Mangel Jerome Terrell*  
 \_\_\_\_\_  
 Mangel Jerome Terrell

*Colette Keyser*  
 \_\_\_\_\_  
 Colette Keyser

STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

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

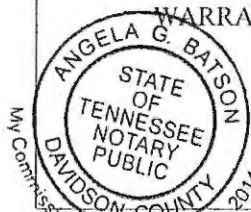
Witness my hand and official seal at office at Brentwood, Tennessee, on this the 29th day of April, 2011.

  
Notary Public

My Commission Expires: 9/3/2012



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

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

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

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

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

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

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

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

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

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEEES, their heirs and assigns forever; and we do covenant with the said GRANTEEES 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 GRANTEEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

*[Signature]*  
Mangel Jerome Terrell

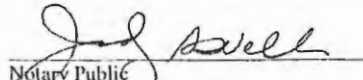
*[Signature]*  
Colette Keyser



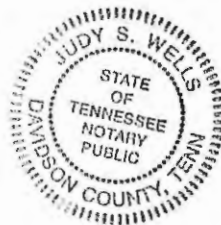
STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

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

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

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 9/3/2012



Book 5313 Page 454

BK/PG:5313/452-454  
11015616

Certificate of Authenticity

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

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

[Handwritten Signature]

Signature

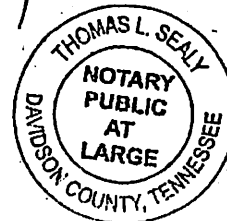
State of Tennessee  
County of Williamson

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

[Handwritten Signature]

Notary's Signature

My Commission Expires: 1/9/12





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

2019

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

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

OR CURRENT RESIDENT

INDICATE ADDRESS CHANGE ON REVERSE SIDE

Fenton Jeffrey R Fenton Fawn  
 1986 Sunnyside Dr

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

Brentwood, TN 370270000

**Williamson County Property Tax Notice**

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

2019

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

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

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

**Your payment options are:**

- At our office: 1320 W. Main St. Suite 203; Franklin, TN
- At participating local banks
- On-line with credit card of electronic check\* at our website  
[www.WilliamsonPropertyTax.com](http://www.WilliamsonPropertyTax.com)

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

Scan to pay!



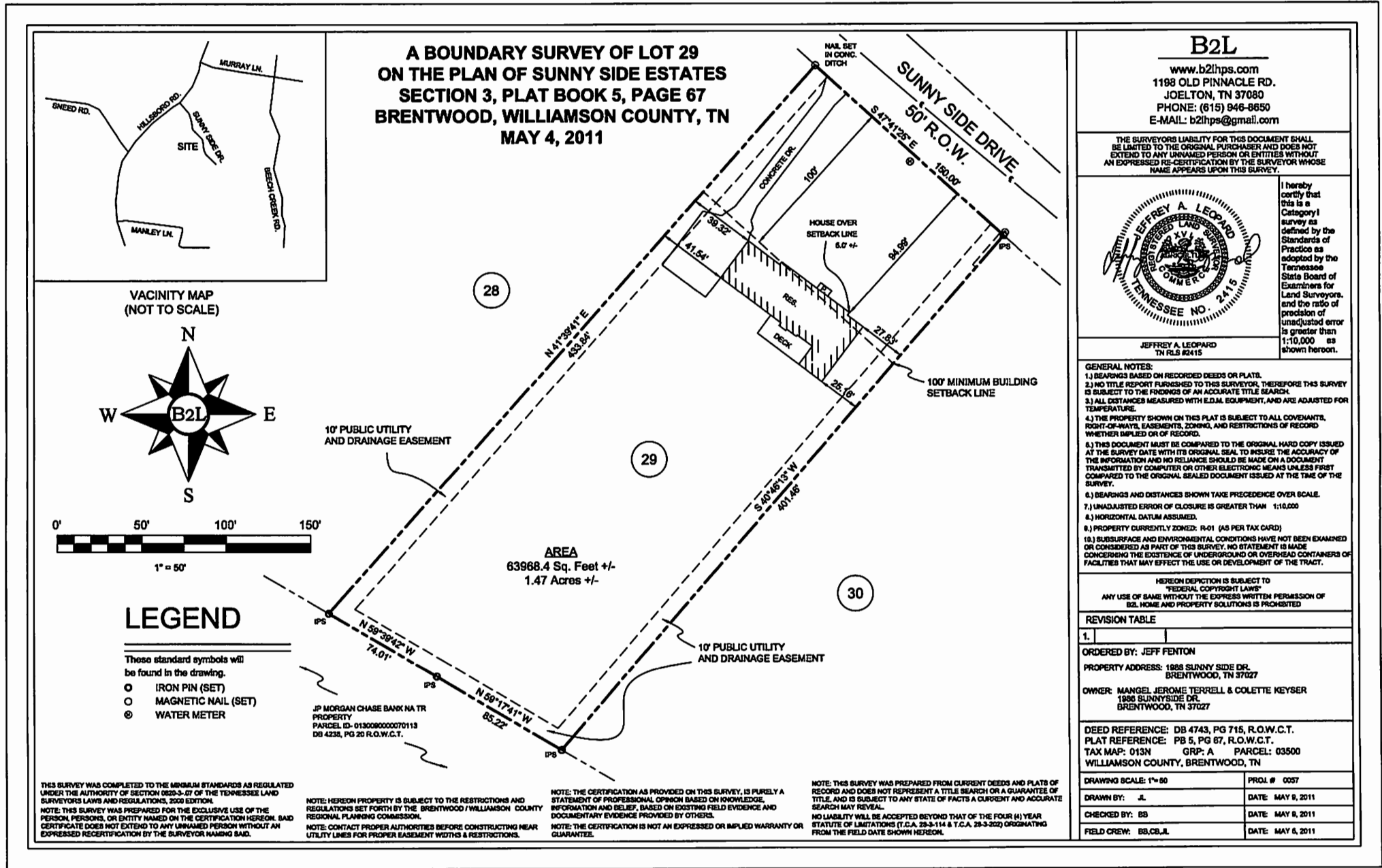
To avoid interest, taxes must be paid by February 28, 2020.

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

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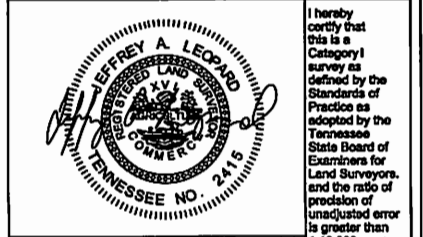
<b>Tax Receipt #</b> 0028996	<b>Total Due</b> \$0.00
Property Address Sunnyside Dr 1986	
Classification Real Property	
Subdivision Sunnyside Est Sec 3	
Lot 0029	Acres 0.00
EQ Factor 0.0000	
Additional Description	
Appraised value	\$386,900
Assessment	25%
Assessed value	\$96,725
Interest	\$0.00
County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





**B2L**  
www.b2lhps.com  
1188 OLD PINNACLE RD.  
JOELTON, TN 37080  
PHONE: (615) 946-8650  
E-MAIL: b2lhps@gmail.com

THE SURVEYORS LIABILITY FOR THIS DOCUMENT SHALL BE LIMITED TO THE ORIGINAL PURCHASER AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITIES WITHOUT AN EXPRESSED RE-CERTIFICATION BY THE SURVEYOR WHOSE NAME APPEARS UPON THIS SURVEY.



JEFFREY A. LEOPARD  
TN RLS #2415

- I hereby certify that this is a Category I survey as defined by the Standards of Practice as adopted by the Tennessee State Board of Examiners for Land Surveyors, and the ratio of precision of unadjusted error is greater than 1:10,000 as shown hereon.

HEREON DEPICTION IS SUBJECT TO "FEDERAL COPYRIGHT LAWS"  
ANY USE OF SAME WITHOUT THE EXPRESS WRITTEN PERMISSION OF B2L, HOME AND PROPERTY SOLUTIONS IS PROHIBITED

**REVISION TABLE**

NO.	DESCRIPTION
1.	

**ORDERED BY:** JEFF FENTON  
**PROPERTY ADDRESS:** 1888 SUNNY SIDE DR. BRENTWOOD, TN 37027  
**OWNER:** MANGEL JEROME TERRELL & COLETTE KEYSER  
1888 SUNNY SIDE DR. BRENTWOOD, TN 37027

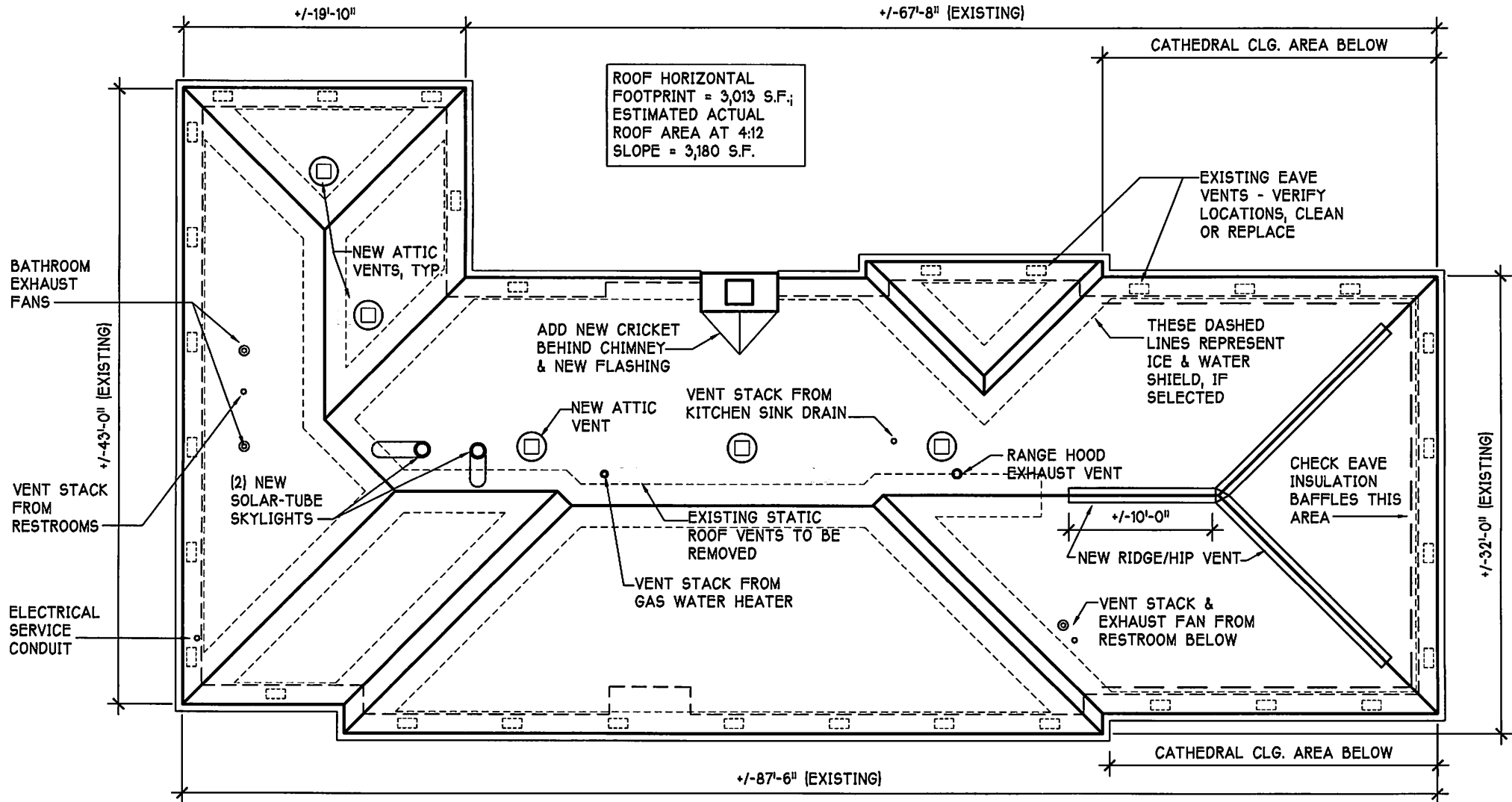
**DEED REFERENCE:** DB 4743, PG 715, R.O.W.C.T.  
**PLAT REFERENCE:** PB 5, PG 67, R.O.W.C.T.  
**TAX MAP:** 013N GRP: A PARCEL: 03500  
WILLIAMSON COUNTY, BRENTWOOD, TN

<b>DRAWING SCALE:</b> 1"=50'	<b>PROJ. #</b> 0057
<b>DRAWN BY:</b> JL	<b>DATE:</b> MAY 9, 2011
<b>CHECKED BY:</b> JB	<b>DATE:</b> MAY 9, 2011
<b>FIELD CREW:</b> BB,CB,JL	<b>DATE:</b> MAY 6, 2011

completion of the job as described unless other terms are stated. If payment is not made within time prescribed, I further agree to pay all collections cost and/or expenses including attorney's fee. I affirm each and every term and fully expect the parties to this contract to abide by the terms here including attorney's fee.

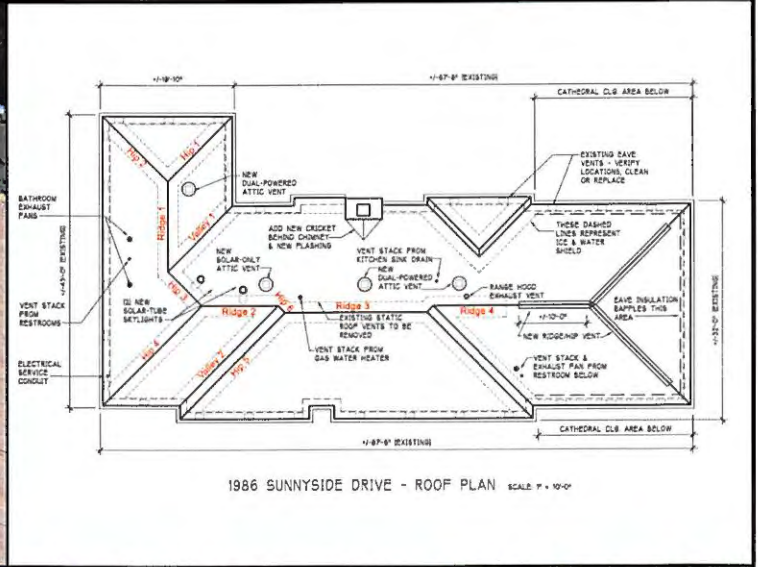
**Pay Schedule:** Fifty percent (50%) is due to begin work, and the balance is due upon completion of the job. The final payment must be received within ten (10) business days of the acceptance of the certificate of completion. If the final payment is not received within this period, an interest charge of one percent (1%) of the contract amount will be added to the final invoice amount.

**Insufficient Funds:** Any customer who has a check returned for insufficient funds will be responsible for any bank fees in addition to a service charge of \$20.00. The fees and service charge will be added to the outstanding balance.

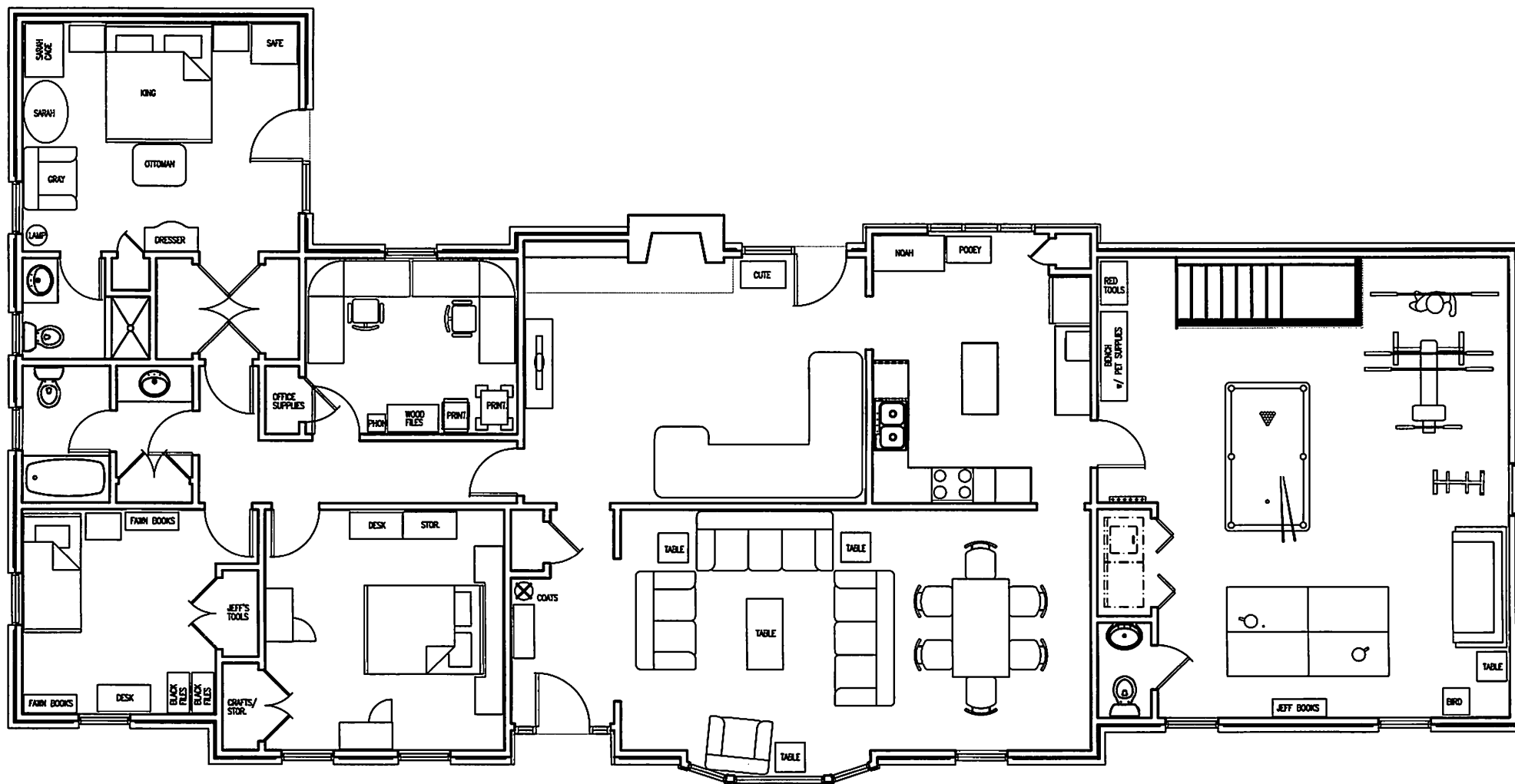


1986 SUNNYSIDE DRIVE - ROOF PLAN SCALE: 1" = 10'-0"











G r o o v e

October 3, 2011

## PHASE I

Attn: Jeff Fenton  
615-837-1301  
[jeff@fentonmail.com](mailto:jeff@fentonmail.com)

Re: Proposed Job Scope for 1986 Sunnyside Drive  
Brentwood, TN 37027

### JOB SCOPE AND CONTRACT WITH ACCEPTED TERMS AND LIMITATIONS

This is a proposed job scope for the property located at 1986 Sunnyside Drive, Brentwood, TN 37027. This scope is based on the limited investigation performed by Donald Knarr of Groove Mold Remediation Services on Monday, April 11, 2011. Heavy to Sporadic mold growth was observed from one end of crawlspace to the other. At this time the types and quantities of mold are not known.

It is the suggestion of Groove Mold that the following crawlspace cleaning service conducted:

1. I see a potential problem with your drainage. I would contact Scott Walter with Vintage (838-0015)
2. I see a potential problem with you HVAC ductwork. I would contact Larry Claud with Innovative Heating and Air (708-7755)
3. A vortex fan will be put in the crawlspace during the cleaning process and vented to the outside.
4. All insulation is to be bagged and removed from the crawlspace.
5. The infected area in the crawlspace will be cleaned by the following method;
  - a. Hand Sanding Wire Brushing
  - b. HEPA Vacuuming
  - c. wet wiping with Penta 900-P
  - d. HEPA Vacuuming
6. Independent mold inspector should inspect work and do post testing to confirm that crawlspace is clean. Customer's responsibility

This scope of work is expressly limited to the items listed below. Furthermore, a work authorization will accompany this scope and be an integral part of this agreement. Groove must have all of the documentation signed and approved before work will begin. Work will proceed in a timely manner.

### Time

- Crawlspace cleaning will be completed in 3 days,
- A start date will be given when this scope is approved
- Groove must be granted full access to the site during normal working hours
- Additional work beyond the scope of work may add substantial time and cost to the project

2964 Sidco Drive, Suite 110 Nashville, TN 37204 P.615.292.1444 F.615.292.1119

**Limitations**

- Scope is only for listed work and valid for 30 days from the date printed on the top of the first page.
- Any change in work must be in writing prior to work being done
- Duct system is not included. A cleaning of the system is recommended. A thorough inspection of the ductwork should be conducted to make sure that the lines are properly connected and sealed.
- Any hidden items not visible at the time of the quote will be charged an amount in accordance with our standard rate schedule
- Due to the age of the HVAC ductwork, the HVAC will need to be shut down during remediation
- Due to nature of the job, Groove Mold can not be held accountable for any damage to any wiring or plumbing during the remediation process. All precautions will be taken to minimize any damages from occurring but Groove Mold will not be held responsible for any damages or cost that come from any damage that is occurred to wiring or plumbing while doing remediation work in the crawlspace.

**Payment**

- A deposit of \$ 1,400 is due at signing
- Groove Mold does except credit cards with a 2% increase in final pricing.
- The remaining balance will be due immediately following the post-remediation sampling (if conducted)and mold levels have been returned to acceptable levels
- Additional work is to be performed under the original work authorization

**Goal**

To create an environment that is less conducive for mold growth (excluding any unforeseeable moisture or water intrusions, i.e., extensive Relative Humidity, pipe breaks, or acts of God).

By eliminating excessive moisture in the crawlspace through a proper moisture barrier and proper crawlspace ventilation, we will be creating an environment that is less conducive for mold growth. Since mold is ubiquitous it is impossible to eliminate mold completely. Creating an environment that is dry with proper airflow and ventilation is paramount to preventing future mold growth within a structure. Customer understands that when trying to prevent mold in the crawlspace there is no one single product or machine that can do this. It is a well balanced attack of preventing water evaporation from occurring, controlling excessively high relative humidity and establishing proper airflow that will keep the crawlspace dry and in essence starves the mold and prevents it from growing.

**Price**

Insulation Removal and Disposal (1,825 square feet x \$0.35)	\$ 638.75
Crawlspace Cleaning (1,825 square feet x \$1.75)	\$3,193.75



**In signing I, having the legal right and/or ability to contract work for, 1986 Sunnybrook Drive, Brentwood, TN 37027 and agree to the above described work to be completed.**

JEFF FENTON  10/4/2011  
(Printed Name) (Signature) (Date)

Justin Kreuter  10/11/11  
(Groove Representative) (Signature) (Date)







**GPH Electric, Inc.**  
 1538 Richlawn Drive  
 Brentwood, TN 37027

# Invoice

Phone: 615-504-5619 Fax: 615-507-1419 License #: 51582

<b>Bill To</b>		<b>Date</b>	<b>Invoice #</b>
Fenton / Jeff 1986 Sunnyside Drive Brentwood Tennessee 37027		9/16/2011	2024
<b>Job Location</b>			
<b>P.O. No.</b>	<b>Terms</b>	<b>Project</b>	

Quantity	Description	Rate	Amount
1	Supply and install a new 40 circuit panel, indoor top of the line Cutler hamer type CH & a 200amp rated feed through main outdoor raintite panel and ground rod	2,350.00	2,350.00
1	Permit	100.00	100.00
1	200amp rated surge protector for power,cable and telephone	295.00	295.00
1	Change out the feeder wire to 4/0 200 amp 95'	900.00	900.00
	1986 Sunny Side Drive, Brentwood, Williamson county37027	0.00	0.00
	Computer Sales Tax	9.25%	0.00
<i>Paid in full GPHawley</i>			
		<b>Total</b>	<b>\$3,645.00</b>





# Proposal

1854 BAKER ROAD  
GOODLETTSVILLE, TN. 37072  
708-7755

SUBMITTED TO: \_\_\_\_\_ Date: 10/12/11

Name: JEFF FENTON Job Name: GREENSPEED INFINITY

Address: 1986 SUNNYSIDE DR Address: 1986 SUNNYSIDE DR- 37027

City, State, Zip: BRENTWOOD, TN 37027 Phone No.: 837-1301

We hereby submit specifications and estimates for:

**INSTALL CARRIER 4 TON INFINITY 25VNA048A003 / FE4ANB006T00 18.3 SEER / 12.5 HSPF  
GREENSPEED HEAT PUMP SYSTEM WITH 3 ZONES.**

**MAIN FLOOR AREA, CRAWLSPACE, AND BONUS ROOM AND GARAGE, WITH GARAGE HAVING  
INDEPENDENT DAMPER CONTROLLED BY ON / OFF SWITCH. PROPOSAL ALSO INCLUDES  
NEW DUCT SYSTEM, ALL PIPING AND CONTROL WIRING AND INFINITY CONTROLS.  
ELECTRICIAN TO PROVIDE CIRCUIT FOR 15 KW FAN/COIL & RECEPTACAL & LIGHT.  
ALSO INCLUDES CARRIER GAPABXCC2420 AIR PURIFIER & UVLCC2LP1020 DUAL UV LIGHT.  
ONE YEAR WARRANTY ON LABOR  
TEN YEAR WARRANTY ON PARTS AND COMPRESSORS**

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of:

**TWENTY SIX THOUSAND ONE HUNDRED EIGHTY & 00/100** dollars ( **\$26,180.00** )

with payment to be made as follows: **ON COMPLETION**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

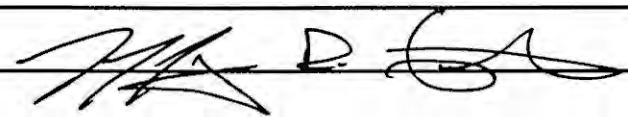
Authorized Signature: **LARRY CLAUD**

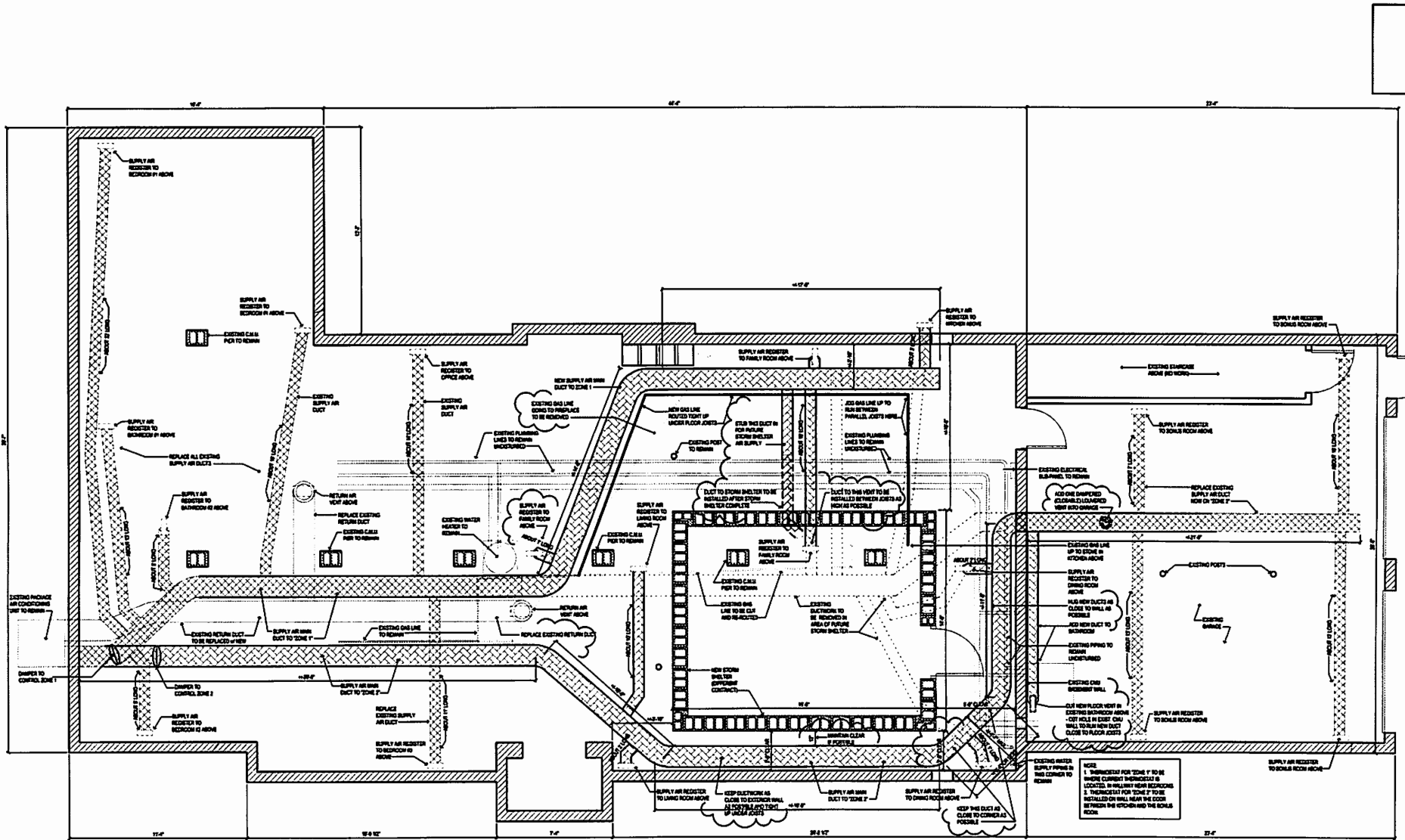
NOTE: This proposal may be withdrawn by us if not accepted within 30 Days

## Acceptance of Proposal

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: 10/13/2011 Signature: 



FENTON BASEMENT DUCT RE-WORK PLAN  
 1986 SUNNYSIDE DRIVE, BRENTWOOD, TENNESSEE 37027

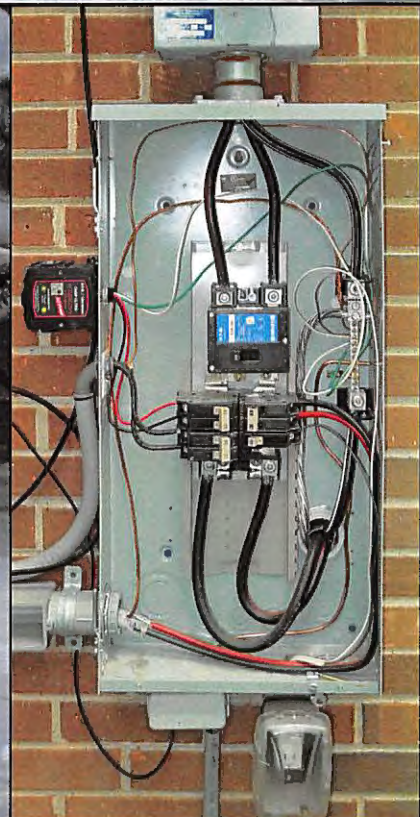
DATE - SEPTEMBER 25, 2011

1 BASEMENT DUCT RE-WORK PLAN  
SCALE 1/4" = 1'-0"

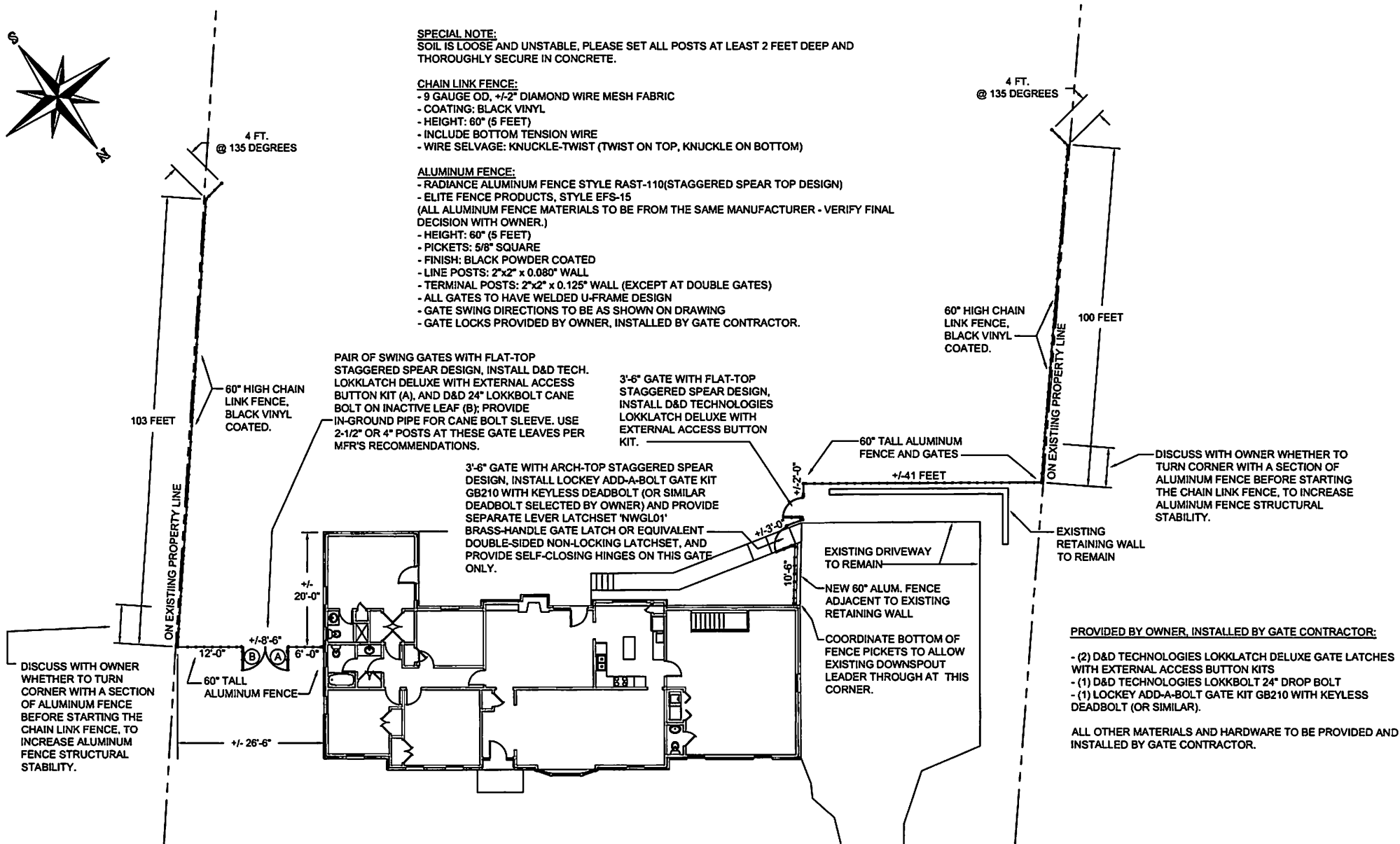
SHEET  
M-2

- NOTE:
1. DIMENSIONS FOR ZONE 1 TO BE SHOWN CURRENT DIMENSIONS IF LOCATED IN WALLS NEAR ROOMS
  2. DIMENSIONS FOR ZONE 2 TO BE LOCATED ON WALLS NEAR THE CORNER BETWEEN THE STITCHER AND THE BULLS ROOM









**NEW FENCE PLAN FOR 1986 SUNNYSIDE DRIVE**  
OWNERS: JEFF AND FAWN FENTON DATE: MARCH 15, 2015

# THE TENNESSEAN

## NEWS

# Judge Casey Moreland reprimanded by state judicial board

**Tony Gonzalez** [tgonzalez@tennessean.com](mailto:tgonzalez@tennessean.com)

Published 10:49 a.m. CT Oct. 23, 2014 | Updated 3:13 p.m. CT Oct. 24, 2014

In a rare public rebuke to a sitting judge, the state board that investigates judicial misconduct has reprimanded Davidson County Judge Casey Moreland for his intervention in a June domestic violence case.

The judge's actions led to what police said was a Nashville woman being beaten and choked unconscious just a few hours after another attack by the same man.

In a three-page letter, the Tennessee Board of Judicial Conduct said Moreland violated three judicial canons and "detrimentally affected the integrity of the Judiciary."

Moreland called Judicial Commissioner Steve Holzapfel on June 8 to share information about prominent real estate developer David Chase, who had been charged with domestic assault.

Moreland had spoken with Chase's defense attorney — a personal friend. The judge's subsequent phone call led Holzapfel to free Chase from jail before a 12-hour domestic violence "cooling off" period.

Police said Chase attacked his girlfriend again.

The case rocked Nashville's criminal justice community and triggered reforms, both because of the close friendship between the judge and defense attorney Bryan Lewis, and in the way that the case illustrated a report critical of judges waiving the cooling-off period.

Designed to protect victims at a dangerous time, the 12-hour hold became mandatory in Davidson County after the Chase case. One of three designated domestic violence judges can still approve an early release, but only after a prosecutor, suspect and victim have a chance to be heard.

State lawmakers said they would introduce a bill to make holds mandatory.

On Thursday Moreland referred questions to his attorney, Ed Yarbrough.

"As far as we're concerned this is the final chapter in this episode," he said. "Judge Moreland indicated early on that he realized he had made a mistake, and he still feels that way.

"While not the most lenient punishment they can impose, (this) certainly is better than some of the alternatives."

The board found Moreland erred in three ways. It concluded that he did not comply with the law, did not promote confidence in the judiciary and abused the prestige of his office.

The finding that Moreland abused his powers could set a precedent in Tennessee, Yarbrough said.

"Most judges and lawyers did not understand, until now, that a judge should not talk to the commissioner in the way that it was done in this case," he said.

He said judges and commissioners communicate often. But the conduct board's reprimand could put a stop to situations in which a judge — who holds a higher office — influences a commissioner.

The Board of Judicial Conduct typically cannot disclose investigations or discipline. But by issuing a public reprimand of Moreland, the board chose one of its most severe options, though they stopped short of imposing any specific requirements on him. The board has taken such action only three other times this year and four times in 2013.

The board can't remove Moreland from the bench. Such action would have to come from the legislature and is reserved for the most severe misbehavior.

Despite widespread criticism, Moreland was re-elected as a general sessions judge in August without opposition. His re-election followed calls for his resignation by senators and a Metro councilwoman. The Metro Police chief and domestic violence advocates blasted the judge.

Moreland, a native Nashvillian, was first appointed to the bench by the Metro Council in 1995. He handled a majority of the more than 97,000 criminal cases that came through the General Sessions court in 2013.



## Charges still pending

The case against Chase, meanwhile, has become something of an escalating legal duel between the developer and ex-girlfriend Lauren Aletia Bull, with her prevailing on most of the points of conflict.

The man and woman each requested an order of protection. Judge Gale Robinson ruled in favor of Bull, requiring that Chase stay away from her for at least a year.

Police said Chase dragged the woman out of his apartment by her ponytail in the early morning of June 8. He was arrested and then released from jail hours later, returned home and broke Bull's phone and choked her until she lost consciousness, police said.

Chase faces charges of domestic assault, aggravated assault by strangulation, vandalism and interference with an emergency call. He is no longer represented by Lewis.

Chase's court filings have challenged police and accused the woman of making false statements and of attacking and stalking him.

But his legal trouble has mounted.

Separately in September, a different judge tripled Chase's bond on a DUI charge from 2012 after prosecutors said he violated the conditions of his bond for the third time by drinking heavily one day. He was wearing a court-ordered monitoring device at the time.

Chase was also indicted on DUI and implied consent charges stemming from a February arrest.

That same week, he stepped away from leading the Virgin Hotel construction project on Music Row.

Facing eight counts across the three cases, Chase is due in court later this month and again in November.

*Reach Tony Gonzalez at 615-259-8089 and on Twitter @tgonzalez.*

**NOTE:** Judge Casey Moreland's attorney, [Ed Yarbrough](#), is the same attorney who later represented Judge Michael Binkley when he was arrested "during a prostitution sting on Dickerson Road in 2010."

An article by the Nashville Scene dated February 1, 2017, states, "According to the complaint, the charges against Binkley "were dismissed and expunged by Judge Casey Moreland on the very same day in a highly unusual manner, both in timing and procedure. Since that time, Attorney Lewis has boasted to a number of individuals that Judge Binkley 'owes' Attorney Lewis and Judge Moreland for 'fixing' the prostitution charges against Judge Binkley."



Home > Feature Stories > Attorney Feature

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



By Attorney at Law Magazine

📅 April 20, 2016

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



**AALM:** Tell us about the founding of your office.

**Story:** Franklin, Tennessee is a wonderful town of growing families and businesses. When I graduated from Lipscomb University and started law school in Nashville, I began to migrate toward the Williamson County line to work with our current clerk and master, Elaine Beeler and Mr. Dan Beeler.

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

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

**AALM:** What first drew you to the legal field?

**Story:** My father practiced law for 60 years in Kentucky. He took me to the courthouse with him when he prosecuted cases from age 12. He became the attorney for the county in condemnation proceedings acquiring the property



known as the land between the lakes. While real estate law was never for me, my husband and I have been developing property for the last 10 years. I guess the real estate bug laid dormant for a time.

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

**AALM:** Tell us about your team.

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

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

**Story:** We are all autonomous in our practice. Each partner is their own boss. I do not dictate how they practice law, how many hours they work or their caseload. The attorneys and staff in our office are professionals and that is all I need to say about their balance. My balance is slightly weighted toward a

workaholic but every year I say that I am going to find a better balance. Running a business came easy to me, I am frugal and therefore run a pretty tight ship on the overhead. The business part of the practice is time consuming but it is very worth it when you develop a system and are able to share a space with the nicest lawyers that provide a warm and productive environment in which to work.

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

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

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

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

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

**Story:** My father, James E. Story taught me humility and how to practice law to the best of my ability. My mother, sisters and brothers keep me grounded.

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



## Attorney at Law Magazine

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





Department of the Treasury  
Internal Revenue Service  
CINCINNATI, OH 45999

165/103347 -527091

JEFFREY R FENTON  
17195 SILVER PKWY # 150  
FENTON, MI 48430-3426



527091

Interest paid to me by the IRS  
on my "TAX CREDIT"

Form 1099-INT (Rev. 10-2013)

Statement Showing Interest Income from the Internal Revenue Service <small>(Please keep this copy for your records)</small>	Calendar Year 2021
Recipient's Identification Number 381-██████████	Total Interest Paid or Credited \$174.43
PAYER'S Federal Identification Number 38-17-██████████ (INTERNAL REVENUE USE ONLY)	

**THIS IS NOT A TAX BILL.** It shows the taxable interest paid to you during the calendar year by the Internal Revenue Service. If you are required to file a tax return, report this interest as income on your return. This amount may represent interest on an overpayment for more than one year, or more than one kind of tax. This interest may have been paid with your tax refund or part or all may have been applied against other taxes you owed.

This is not a "Tax Liability" as defendant Story falsely testified in Chancery Court on 8/1/2019.

United States Treasury <sup>15-51</sup>/<sub>000</sub> B 315,070,081

Check No.

03 31 21 20098900 KANSAS CITY, MO 4041 61091608  
000668123128 4041 61091608 I 20210828910000

Pay to the order of  
JEFFREY R FENTON  
17195 SILVER PARKWAY 150  
FENTON MI 48430 3426

\$\*\*\*\*5619\*36  
VOID AFTER ONE YEAR

REGIONAL DISBURSING OFFICER

005973 FENT FRESNO 12/2016 TAX REFUND 30  
INT \$ 174.36

⑈40414⑈ ⑆000000518⑆ ⑆10916086⑆ 040321

7 THE COURT: Is the IRS going to be  
8 intercepting this money?

20 THE COURT: Any possibility she  
21 could be an innocent spouse? I don't know how  
22 that works anymore.

23 MS. STORY: She could probably...

GIVE ME A BREAK

7

### Tenn. R. Sup. Ct. 1.0

Rule 1.0 - TERMINOLOGY

(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.

### Tenn. R. Sup. Ct. 3.3

Rule 3.3 - Candor Toward the Tribunal

(a) A lawyer shall not knowingly:

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

(b) A lawyer shall not offer evidence the lawyer knows to be false...

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

### Tenn. R. Sup. Ct. 3.4

Rule 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; 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



# Jeffrey R. Fenton

1986 Sunny Side Drive, Brentwood, TN 37027-5404 | 615.837.1300 | [REDACTED]

**3/30/2020**

First Farmers and Merchants Bank  
4013 Hillsboro Circle  
Nashville, TN 37215

**Dear First Farmers and Merchants Bank:** *(If Fawn banks elsewhere now, then to Whom it may Concern):*

The last time that Fawn and I deposited OUR JOINT income tax return check from the IRS, into Fawn's personal checking account (which doesn't have my name on it), you required that I come into the bank with Fawn, in person, to present my ID and to sign the check as you witnessed. We were told that the reason for this was because tax fraud and forgery had become a significant problem between disenfranchised spouses.

This time we are facing a similar situation; however, I will not be able to visit your bank in person, or to even have this letter notarized, due to the fact that as a result of our divorce this year, I am currently staying in Michigan, and due to the Covid-19 outbreak, I live with a family member who has an extremely compromised immune system (no "IGA"), so we are both under stringent in-home quarantine, which doesn't allow us to come face to face with anyone, under any circumstances (not to sign for a letter, receive a package, or even visit a bank). Furthermore, due to the Covid-19 pandemic, Michigan has declared a State of Disaster, and we've been under an Executive "Stay at Home" Order for over a week, with no end in sight.

For this reason, I am writing this letter to guarantee my identity as well as to provide my consent as stated herein. **I SWEAR UNDER PENALTY OF PURJURY, with my mother as my witness, that I am the Jeffrey R. Fenton to whom this treasury check is written** (identification included), that I have endorsed this check and signed this letter by my own hand, without any act of foul-play, deception, or forgery. Exclusively for my ex-wife, Fawn [REDACTED] Fenton (I wrote on the back of the check, "Pay to the Order of Fawn [REDACTED] Fenton"), to cash or deposit into any account of her choosing, no longer having any shared financial accounts.

In return Fawn has promised to mail me a check, money order, or cashier's check for my 50% of our 2017 Tax Refund. Our joint 2017 tax refund check is for \$3,112.62, which will provide us each with \$1,556 to do with as we independently please. You need not be concerned about the division and distribution of funds, as I trust Fawn to administer it as she has agreed.

Should you have any questions or concerns, please feel free to contact me at the phone and email above.

Thank you for your assistance during these extraordinary times.

Sincerely,


  
Jeffrey R. Fenton

**Witnessed By** (I know the sworn party and can attest to his execution of these documents):

**Marsha A. Fenton** (mother)




**United States Treasury** <sup>15-51</sup>/<sub>000</sub> B 125,331,135

Check No. 

08 02 19 20090900 KANSAS CITY, MO 4038 74854830  
 000504685659 4038 74854830 I 20192060910000

Pay to the order of **FAWN ■ & JEFFREY R FENTON**  
 1986 SUNNY SIDE DR  
 BRENTWOOD TN 37027 5404

\$\*\*\*\*\*3112\*62


REGIONAL DISBURSING OFFICER VOID AFTER ONE YEAR  
 008  


FENT KANSAS 12/2017 TAX REFUND 30  
 INT \$ 45.62

065431

⑈4038⑈ ⑆000000518⑆ 748548306⑈ 040819

**Tennessee** THE VOLUNTEER STATE USA TN




**HANDGUN CARRY PERMIT**

PERMIT NO. 083253258  
 DOB 10/08/1969  
 ISS 01/03/2019  
 EXP LIFETIME

SEX M HGT 5'-09" EYES HAZ  
 DD [REDACTED] HCP

FENTON JEFFREY RYAN  
 1986 SUNNY SIDE DR  
 BRENTWOOD, TN 37027-5404

**I AM THE ONLY PARTY WHO HAS OPERATED IN GOOD FAITH**

Pay to the order of FAWN FENTON  
  
 Pay to the order of FAWN ■ FENTON

FAWN ■ FENTON 1148  
 BRENTWOOD, TN 37027 87-811/641

APRIL 6, 2020


CHECK ARMOR

PAY TO THE ORDER OF JEFFREY R. FENTON \$ 1,556<sup>00</sup>  
ONE THOUSAND FIVE HUNDRED FIFTY SIX -only- DOLLARS

**PRESIDENT'S CLUB**


**FIRST FARMERS** Member FDIC

FOR 1/2 of 2017 tax return



⑆06410⑆ 84 ⑆01148

**DRIVER LICENSE** Tennessee THE VOLUNTEER STATE USA TN



DL NO. 083253258 DOB 10/08/1969  
 EXP 01/02/2027 ISS 01/02/2019

CLASS D END NONE  
 REST 01

SEX M HGT 5'-09" EYES HAZ  
 DD [REDACTED]

FENTON JEFFREY RYAN  
 1986 SUNNY SIDE DR  
 BRENTWOOD, TN 37027-5404

I am really getting tired of the fraudulent narrative that my ex-wife is a victim, that I am a monster, that she has ever been "fearful for her safety", as a result of anyone's actions other than her own.

That was defendant Story's absurd lie, fabricated to assassinate my character and destroy my credibility before I ever had a chance in any "impartial tribunal".

"Predatory Litigation 101" where there is nothing the courts have shown less interest or care about than the TRUTH, my LIFE, LIBERTY, or PROPERTY!





# Questions Surround Trip Taken by Judge, Lawyers, Women

In wake of Leigh Terry's death, Judge Casey Moreland defends conduct in and out of court

BY STEVE CAVENDISH, WALTER ROCHE — JAN 31, 2017 4 PM

By the time Metro police showed up at The Stahlman building on May 25, 2016, one of the building custodians had already been in Unit 907 to check out the smell. A complaint from a next-door neighbor about a strong odor led him inside.

What he found was the body of Leigh Terry, 34, dead from a gunshot wound to her right temple. Police would later conclude that she died May 5, based on when she was last seen as well as her cellphone records. They also reasoned, based on her internet search history, which included details about the death of Marilyn Monroe, that Terry had committed suicide.

The weekend before, Terry and two other women had been the guests of some well-known (and married) members of the Nashville legal community at a condo on Dauphin Island, Ala.: Bryan Lewis, his law partner Larry Hayes and Judge Casey Moreland. Terry, though, was sent home early from the trip after arguing with Lewis. She returned to Nashville — to an apartment leased for her by Lewis, who police files say was listed as her boyfriend and emergency contact on The Stahlman's paperwork — and would eventually be found dead on her bed. A gun, which Lewis lent to Terry for her protection, was in her right hand.

The death, the trip and threats Terry had made about exposing the relationship between the judge and Lewis are spelled out in great detail in an investigative report into the woman's death by the Metro police department.

The trip to the Gulf Coast did not get off to a good start. Terry, the daughter of prominent Nashville surgeon Richard Terry, at first refused to go, but changed her mind following a conversation with Moreland's friend Natalie Amos. Terry, according to the police reports, had gotten into an argument with Lewis over a withdrawal she had made from his bank account.

Lewis told police, "Leigh acted crazy and cursed people on the trip."

According to the reports, Terry argued with Lewis on the flight down, and by the time they reached Alabama, he had decided she was going home. At dinner, according to Amos' police interview, Terry said that "she would ruin [Lewis]," something she reiterated later in texts to him, when she claimed she would "expose their relationship, Natalie's and Casey's."



**Judge Casey Moreland**

Moreland tells the *Scene* that he had met Terry only a few times. Moreland was not on the plane — he and Hayes drove separately and joined up with Lewis and the two women when the plane landed. (He would later return to Nashville on Lewis' private plane.)

Lewis and Amos — the latter a former DUI defendant who appeared in Moreland's court in 2014 — took Terry to the Homewood Suites hotel in Mobile. Lewis paid for her room and threw several \$100 bills to her, and he and Amos left, according to the report, which included a written account from the hotel clerk on duty when Terry was checked in.



Lewis would later tell police he did not believe Terry's threats were serious. He also described Terry in one interview with police as “a friend with benefits.”

Terry contacted a friend in Nashville, Brian Pesterfield, who flew down in his private plane, picked her up and brought her back to Nashville. Pesterfield told police that Terry said she “got out of a DUI by sleeping with Judge Casey Moreland.” The *Scene* could not independently verify whether the charge was true.

When asked if he had ever had sex with Terry, Moreland says, “I fully reject and deny any personal relationship with Leigh Terry whatsoever.”

There is some disagreement over the origin of the trip. Moreland tells the *Scene* that he thought it was supposed to be a fishing trip with Lewis and other guys and didn't realize the women would be coming. Amos told police in an interview that she and Moreland “originally started the discussion about having the Alabama trip” and that she didn't realize “other people were going to come on the trip.”

Moreland denies he and Amos were there together.

“It wasn't a weekend for me and her. That might have been her plan or Leigh Terry's plan,” Moreland tells the *Scene*. “I never had an inappropriate relationship with Natalie Amos.”

Attempts to reach Lewis and Amos were unsuccessful.

When asked about Terry's and Amos' appearances in his court, Moreland is adamant that he recused himself from their cases.

“Because I had even a minimal acquaintance with both Ms. Terry and Ms. Amos, when their cases were assigned to my court — as a result of a process that is entirely random — I took the proper step of recusal to ensure the matters were handled in other General Sessions Courts,” Moreland says to the *Scene* in a separate statement. “At no time did I

intervene on their behalf during or after judgments were rendered by the appropriate courts. There are questions from the media about my stamp and signature on case dispositions following successful completion of ordered probation — in both cases my sign off [is] administrative in nature.”

On Terry’s DUI charges, the General Sessions Court disposition form is signed by Judge John Aaron Holt and marked with a stamp from Moreland. But on at least two of Amos’ disposition forms from May 14, 2014, the signature line carries Judge Moreland’s trademark capital “C” signoff.

This was not the first trip that Moreland and Lewis had taken — the pair went to Costa Rica together in 2013, according to images on Moreland’s Facebook page. But it’s their relationship in and out of the courtroom that has drawn scrutiny.

Lewis is scheduled for a three-day hearing beginning Feb. 13 before the state Board of Professional Responsibility on charges that he improperly sought and got Moreland’s assistance in gaining the early release of developer David Chase from a mandatory 12-hour hold. Chase had been arrested on suspicion of domestic violence.

The official complaint charges that Lewis attempted to influence a judge by improper means, had an ex parte contact with the judge and assisted the judge in the violation of the code of judicial conduct. The complaint notes that Moreland was publicly reprimanded for his actions in releasing Chase before the mandatory 12-hour hold.

The Metro Nashville Police Department would not confirm or deny whether they had forwarded Terry’s allegation to the TBI, FBI or the Board of Judicial Conduct. In similar cases, MNPD spokesman Don Aaron says, the department has shared information from investigations with other agencies. He also says the department never directly asked Moreland if he had sex with Terry.

The primary investigation for the police department was the death of Leigh Terry,” Aaron says. “There are other issues, obviously, that are documented in the file, that the Nashville police department has not investigated.”

Terry's decomposing body was brought from her apartment on May 25 to the state medical examiner's office, which would eventually concur in the suicide finding. In September, MNPd received a bloodstain analysis from the crime lab, which concluded that the evidence did not suggest “anyone else was present in close proximity of the victim when the shot was fired.”

Metro police officially ruled the death a suicide and closed the case on Oct. 31.



This site requires you to [login](#) or [register](#) to post a comment.





# Ethics Complaint Levels Charges Against Two Judges, Lewis

DA Glenn Funk also named in filing to Board of Professional Review and Board of Judicial Conduct

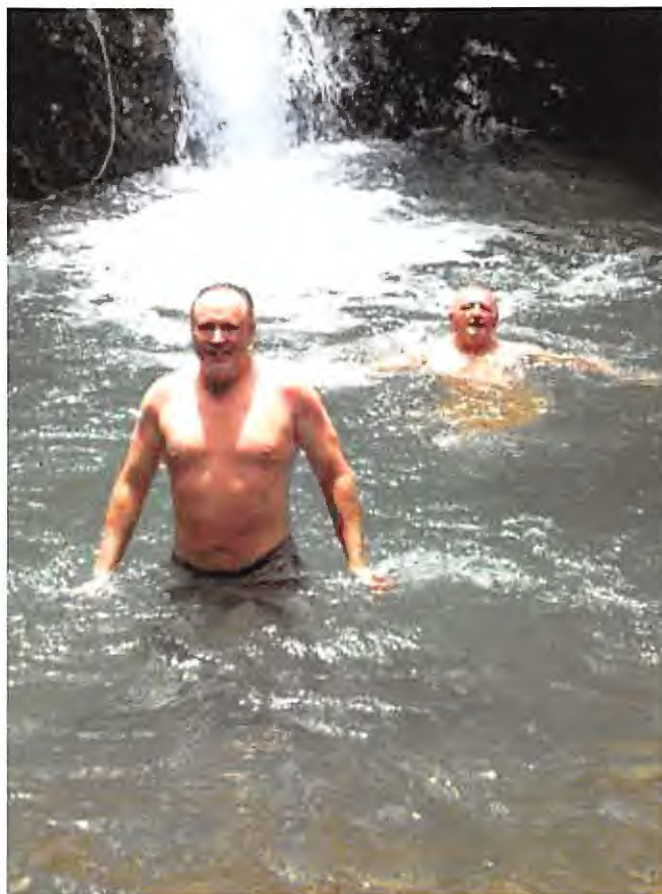
BY STEVE CAVENDISH — FEB 1, 2017 6 PM

Following a *Scene* story on Tuesday, a complaint was filed today with both the Board of Professional Responsibility and the Board of Judicial Conduct against attorney Bryan Lewis and Judge Casey Moreland alleging “violations of the rules governing attorneys and judges.” These boards regulate the conduct of attorneys and judges, respectively.

The filing was made anonymously “due to concerns regarding retaliation.” A copy of the complaint was simultaneously sent to both the *Scene* and WSMV-Channel 4 from an anonymous email account. Attempts to reach the person who filed the complaint were unsuccessful.

The *Scene* story, which detailed the suicide of

Leigh Terry following a trip to Alabama with Moreland, Lewis and others, included allegations, contained in a Metro police report, that Moreland had sex with Terry, who is a



**Bryan Lewis and Casey Moreland vacationing together in Costa Rica in 2013**



client of Lewis', in exchange for the dismissal of her DUI charges. When asked if he had ever had sex with Terry, Moreland told the Scene, "I fully reject and deny any personal relationship with Leigh Terry whatsoever."

Lewis would later describe his relationship with Terry as a "friend with benefits," and he paid for an apartment for her.

Additionally, the complaint filed with the two boards alleges misconduct about Judge Michael Binkley, a circuit court judge in Williamson County, and Davidson County District Attorney Glenn Funk. According to the complaint, Binkley was arrested "during a prostitution sting on Dickerson Road in 2010." According to the complaint, the charges against Binkley "were dismissed and expunged by Judge Casey Moreland on the very same day in a highly unusual manner, both in timing and procedure. Since that time, Attorney Lewis has boasted to a number of individuals that Judge Binkley 'owes' Attorney Lewis and Judge Moreland for 'fixing' the prostitution charges against Judge Binkley." The *Scene* could not independently verify the truth of the allegations contained in the complaint filed with the two boards.

The *Scene* left messages with Binkley's office requesting a response. WSMV reached Binkley, who responded with "no comment." Funk's office declined to comment on the complaint.

Lewis is already scheduled for a three-day hearing before the Board of Professional Responsibility, beginning Feb. 13, on charges that he improperly sought and received Moreland's assistance in gaining the early release of developer David Chase from a mandatory 12-hour hold. Chase had been arrested on suspicion of domestic violence. The original complaint against Lewis, which led to this hearing, charges that he attempted to influence a judge by improper means, had an ex parte contact with the judge, and assisted the judge in the violation of the code of judicial conduct. That complaint also notes that Moreland was publicly reprimanded for his actions in releasing Chase before the mandatory 12-hour hold.

Ironically, Chase is suing ex-girlfriend Lauren Bull and others for defamation in a case which is pending in Binkley's Williamson County courtroom.



Arrest of Williamson County judge included in judicial complaint | News | wsmv.com

# Arrest of Williamson County judge included in judicial complaint

Reported by Jeremy Finley

Posted Feb 1, 2017



(WSMV file photo)



Arrest of Williamson County judge included in judicial complaint

Posted Feb 1, 2017

A complaint filed with the Board of Professional Responsibility about Judge Casey Moreland and attorney Bryan Lewis also included a mention of a 2010 solicitation of prostitution charge for an attorney who would go on to become a Williamson County judge.

The complaint was filed one day after the Channel 4 I-Team investigation on a death investigation of a woman just days after she went on a weekend trip with Moreland and Lewis.

The complaint also includes a section that mentions the arrest of Williamson County Judge Michael Binkley, who was an attorney at the time.



According to the complaint, and confirmed independently by the I-Team by a source who was there at the time, Binkley's case was heard by Moreland.

The complaint reads that Binkley's charge was dismissed and then quickly expunged.

The I-Team has been investigating the circumstances surrounding the dismissal of this case for two months.

Last week, the I-Team asked Moreland for an interview to discuss Binkley's case and other topics.

Moreland later told chief investigative reporter Jeremy Finley by phone that he could not discuss the case because it had been expunged.

There is no record of Binkley's case in the Davidson County court system, which is typical when an expungement occurs.

The complaint described the dismissal and expungement as done in a, "highly unusual manner, both in timing and procedure."

The I-Team did speak with Judge Binkley, who said he had no comment.

Binkley's attorney at the time, Ed Yarbrough, also said he had no comment.

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Chief Investigative Reporter

Jeremy Finley is the chief investigator for News4 Investigates. His reporting has resulted in criminal convictions, legislative hearings before the U.S. Congress, and the payout of more than a million dollars to scam victims.

[newschannel5.com](https://www.newschannel5.com)

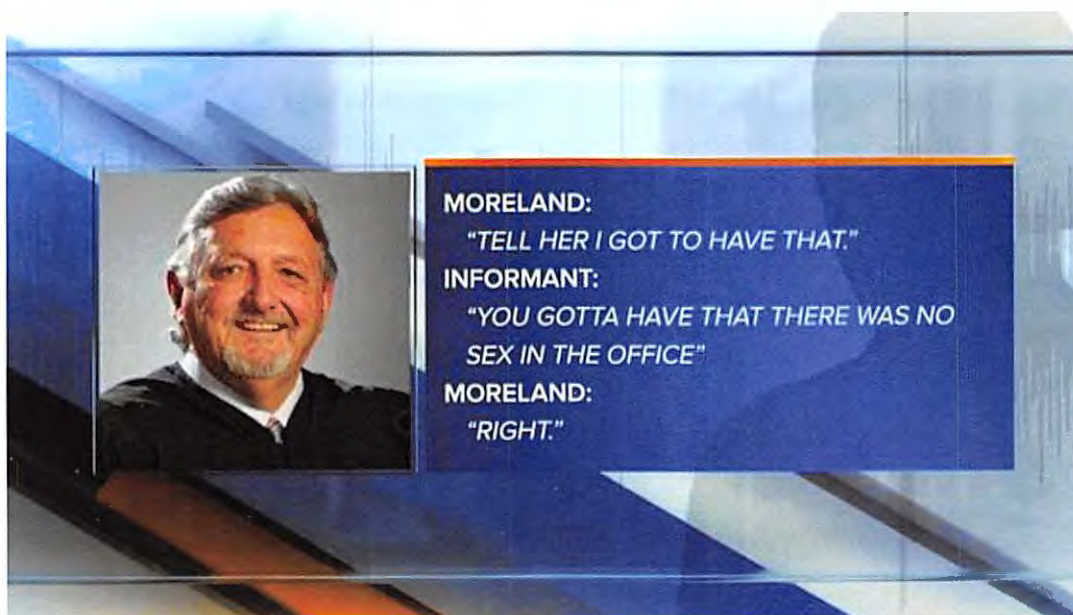
## Undercover Recordings At Center Of Moreland Case

*Ben Hall*

~4 minutes

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Undercover FBI video and audio recordings reveal the case against Judge Casey Moreland.







Undercover FBI video and audio recordings shed light on the charges against Davidson County General Sessions Judge Casey Moreland.

Federal prosecutors played the recordings in Moreland's preliminary hearing on Friday.

He is charged with obstruction of justice through bribery and witness tampering.

The recordings show Moreland talking about planting drugs on his former mistress and reveal his efforts to pay her in exchange for signing an affidavit recanting parts of her story.

Moreland had no idea the man he was meeting in his home on March 16 was helping the FBI.

The man had a video camera and told Moreland about a fictitious discussion he had with a police officer who offered to plant drugs on Moreland's former mistress, Natalie Amos.

Moreland asked, "What does he want?"

The informant responded, "I don't know if he wants anything. He just... I think his thing is as long as it don't come back to him. And I said "Don't worry about that."



Moreland asked, "Is he going to be the one to pull her over?"

The informant responded, "He'll be the one to pull her over. But he's just, his main thing is that it don't come back to me."

Judge Moreland then asked if the officer had a drug dog.

He also wanted to know where the officer worked.

"Who does he work for?" Moreland asked.

"He does something for the DEA and he works part time for another agency," the informant said.

Prosecutors emphasized there was never an officer who was going to plant drugs.

Toward the end of their meeting, Moreland asked the informant if he still had Amos' license plate number which Moreland had given him earlier.

The informant said, "I got it written down where nobody could see it. So yeah, I still got the tag number. So I got that."

Moreland said, "You ought to be able to find her with that."

The phone calls deal with Moreland trying to get Amos to sign an affidavit.

Through the same informant, Moreland offered her money if she would sign.

But the FBI pretended that Amos wanted to keep marking out parts of the affidavit.

"Tell her I have to have that," Moreland said on the phone.

The informant responded, "You gotta have that there was no sex in the office?"

"Right," Moreland answered.

Prosecutors say Moreland wound up paying \$6,100 in exchange for Natalie Amos signing the affidavit.

They found the affidavit with Amos' fake signature in the possession of Moreland's attorney, Worrick Robinson.

"I can't talk about the affidavit or anything surrounding the affidavit other than what was discussed today in open court," Robinson said after court Friday.

Moreland's other attorney, Peter Strianse, indicated the plan was to leak the affidavit to the media.

He claimed leaking a document to the media would not be obstruction of justice, which is a federal crime.

He said it may just be an example of poor judgment.

**Related stories and documents:**

[NC5 Investigates: Disorder in the Court](https://www.newschannel5.com/news/newschannel-5-investigates/disorder-in-the-court/undercover-recordings-at-center-of-moreland-case)

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March 22, 2017

FAWN,

**PAYROLL INFORMATION**

<b>2017 Semi-WEEKLY PAY</b>	<b>\$ 3,326.89</b>	
<b>MONTHLY PAY</b>	<b>X2 <u>6,653.78</u></b>	
<b>2017 YEARLY PAY</b> <small>now</small>	<b>X12 <u>\$79,845.36</u></b>	
<b>5% RAISE 02/15/16</b> <small>yearly</small>	<b><u>-0.00-</u></b>	<small>(Last raise 02/15/16)</small>
<b>2017 YEARLY PAY</b> <small>new</small>	<b><u>\$79,845.36</u></b>	
<b>CHRISTMAS BONUS 2016</b>	<b>6,216.00</b>	<small>(after tax \$4,000.00)</small>
<b>INSURANCE BENEFITS</b>	<b><u>20,455.32</u></b>	
 <b>TOTAL PACKAGE</b>	 <b><u>\$106,516.68</u></b>	

<b>New</b>	<b>Semi-Weekly pay amount</b>	<b>\$ 3,326.89</b>	<b>(starts 02/15/16)</b>
	<b>Monthly pay amount</b>	<b><u>6,653.78</u></b>	
	<b>Yearly pay amount</b>	<b><u>\$79,845.36</u></b>	

Thank you,

Loretta Hall  
LH Accounting



## Jeff Fenton

---

**From:** Jeff Fenton  
**Sent:** Tuesday, March 28, 2017 11:50 PM  
**To:** Ken Adkisson  
**Cc:** Loretta Hall  
**Subject:** FW: Attached Image FYI  
**Attachments:** 3197\_001.pdf

**Importance:** High

Ken,

**I'm sorry, but this is insulting!** To spend \$12k on furniture and not even give a 5% Cost of Living increase to the BACKBONE of your entire company, is a pretty massive slap in the face! Especially after the year that you just had and the size of some of the contracts currently in your office.

Insurance costs **always go up!** We all have this wrestling match every year. An increase of only \$1,000 per month for the **entire office**, is a lot less than what we anticipated for this year or experienced in years past. **It is the cost of doing business.** Is it WORTH it to have your own firm or not?

We can't budget bills with Christmas bonuses!

Fawn really should be receiving MONTHLY bonuses by now, depending upon the work in the office, or a Partner as you have mentioned to her in the past. At this point, neither of us expect either, but if you're going to keep her limited to her salary, **please have the decency to at least match inflation each year with her raises!**

**Fawn is what holds your company TOGETHER and makes your life WORK!**

There are too many Architecture firms in Nashville right now, seeking highly qualified staff, to treat her like she is the absolute last consideration in your budget!

I'm not telling Fawn that I sent this to you, but I'm hoping that you'll make this RIGHT.

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

(615) 837-1300 OFFICE

(615) 837-1301 MOBILE

(615) 837-1302 FAX

TECHNICAL CONSULTING, SERVICES, AND SOLUTIONS,  
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A DIVISION OF METICULOUS MARKETING LLC

April 6, 2017

FAWN,

**PAYROLL INFORMATION**

2017 Semi-WEEKLY PAY	\$ 3,326.89	
MONTHLY PAY	X2 <u>6,653.78</u>	
2017 YEARLY PAY <small>now</small>	X12 <u>\$79,845.36</u>	
13% RAISE 04/06/17 <small>yearly</small>	<u>\$10,154.64</u>	(Last raise 02/15/16)
2017 YEARLY PAY <small>new</small>	<u>\$90,000.00</u>	
CHRISTMAS BONUS 2016	6,216.00	(after tax \$4,000.00)
INSURANCE BENEFITS	<u>20,455.32</u>	
<b>TOTAL PACKAGE</b>	<b><u>\$116,671.32</u></b>	

New	Semi-Weekly pay amount	\$ 3,750.00	(starts 04/15/17)
	Monthly pay amount	<u>7,500.00</u>	
	Yearly pay amount	<u>\$ 90,000.00</u>	

Thank you,

Loretta Hall  
LH Accounting

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION**

<b>DONALD W. FISHER,</b>	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>No. 3-15-cv-127</b>
	)	<b>Judge Crenshaw</b>
<b>CHRISTOPHER GATES AND GATES</b>	)	<b>Magistrate Judge Frensley</b>
<b>CONSTRUCTION AND DESIGN, LLC,</b>	)	
<b>Defendants.</b>	)	

**REPORT AND RECOMMENDATION**

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

**Standard of Review**

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





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

## DISCUSSION

### Defendants’ Request to Set Aside Default

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

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

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

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

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

### **Plaintiff's Motion for Default Judgment**

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

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

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

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



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

#### Defense 1 Failure to State a Claim

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

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

Docket No. 54.

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

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


#### RECOMMENDATION

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



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

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



**JEFFERY S. FRENSLEY**  
**U. S. Magistrate Judge**

## 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](mailto: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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A DIVISION OF METICULOUS MARKETING LLC





QuickFacts

What's New & FAQs

Brentwood city, Tennessee; Williamson County, Tennessee; Genesee County, Michigan; Fenton city, Michigan; Argentine township, Genesee County, Michigan; United States

QuickFacts provides statistics for all states and counties, and for cities and towns with a population of 5,000 or more.

Search bar: Enter state, county, city, town, or zip code. -- Select a fact --

Navigation icons: CLEAR, TABLE, MAP, CHART, DASHBOARD, MORE

Table

All Topics	Brentwood city, Tennessee	Williamson County, Tennessee	Genesee County, Michigan	Fenton city, Michigan	Argentine township, Genesee County, Michigan	United States
Population Estimates, July 1, 2022, (V2022)	NA	NA	NA	NA	NA	333,287,557
<b>PEOPLE</b>						
<b>Population</b>						
Population Estimates, July 1, 2022, (V2022)	NA	NA	NA	NA	NA	333,287,557
Population Estimates, July 1, 2021, (V2021)	45,491	255,735	404,208	11,989	7,031	332,031,554
Population estimates base, April 1, 2020, (V2022)	NA	NA	NA	NA	NA	331,449,520
Population estimates base, April 1, 2020, (V2021)	45,377	247,726	406,211	12,048	7,076	331,449,520
Population, percent change - April 1, 2020 (estimates base) to July 1, 2022, (V2022)	NA	NA	NA	NA	NA	0.6%
Population, percent change - April 1, 2020 (estimates base) to July 1, 2021, (V2021)	0.3%	3.2%	-0.5%	-0.5%	-0.6%	0.2%
Population, Census, April 1, 2020	45,373	247,726	406,211	12,050	7,091	331,449,281
Population, Census, April 1, 2010	37,060	183,182	425,790	11,756	6,913	308,745,538
<b>Age and Sex</b>						
Persons under 5 years, percent	3.7%	5.4%	5.7%	5.8%	3.2%	5.7%
Persons under 18 years, percent	28.8%	26.2%	22.3%	23.2%	18.5%	22.2%
Persons 65 years and over, percent	14.1%	14.1%	18.2%	16.4%	16.9%	16.8%
Female persons, percent	49.1%	50.6%	51.5%	55.6%	47.1%	50.5%
<b>Race and Hispanic Origin</b>						
White alone, percent	85.8%	88.0%	75.0%	93.0%	97.2%	75.8%
Black or African American alone, percent (a)	3.1%	4.4%	20.3%	1.6%	0.3%	13.6%
American Indian and Alaska Native alone, percent (a)	0.0%	0.3%	0.6%	0.0%	0.0%	1.3%
Asian alone, percent (a)	7.7%	5.4%	1.1%	0.5%	0.5%	6.1%



All Topics	Brentwood city, Tennessee	Williamson County, Tennessee	Genesee County, Michigan	Fenton city, Michigan	Argentine township, Genesee County, Michigan	United States
Native Hawaiian and Other Pacific Islander alone, percent (a)	0.0%	0.1%	2	0.0%	0.0%	0.3%
Two or More Races, percent	3.0%	1.9%	3.1%	4.7%	1.4%	2.9%
Hispanic or Latino, percent (b)	3.5%	5.2%	3.9%	5.1%	2.1%	18.9%
White alone, not Hispanic or Latino, percent	83.6%	83.3%	71.8%	89.5%	96.7%	59.3%
<b>Population Characteristics</b>						
Veterans, 2017-2021	1,577	9,735	22,795	703	427	17,431,290
Foreign born persons, percent, 2017-2021	8.6%	7.8%	2.8%	1.7%	2.5%	13.6%
<b>Housing</b>						
Housing units, July 1, 2021, (V2021)	X	94,657	183,563	X	X	142,153,010
Owner-occupied housing unit rate, 2017-2021	90.8%	80.3%	70.5%	61.4%	93.9%	64.6%
Median value of owner-occupied housing units, 2017-2021	\$711,900	\$497,500	\$133,700	\$168,800	\$240,900	\$244,900
Median selected monthly owner costs -with a mortgage, 2017-2021	\$2,986	\$2,306	\$1,272	\$1,364	\$1,648	\$1,697
Median selected monthly owner costs -without a mortgage, 2017-2021	\$766	\$608	\$504	\$583	\$593	\$538
Median gross rent, 2017-2021	\$2,124	\$1,670	\$829	\$1,116	\$880	\$1,163
Building permits, 2021	X	2,980	510	X	X	1,736,982
<b>Families &amp; Living Arrangements</b>						
Households, 2017-2021	14,550	85,311	164,905	5,025	2,657	124,010,992
Persons per household, 2017-2021	3.04	2.84	2.43	2.34	2.63	2.60
Living in same house 1 year ago, percent of persons age 1 year+, 2017-2021	91.2%	86.0%	87.9%	84.4%	92.0%	86.6%
Language other than English spoken at home, percent of persons age 5 years+, 2017-2021	10.1%	8.9%	3.9%	3.0%	2.4%	21.7%
<b>Computer and Internet Use</b>						
Households with a computer, percent, 2017-2021	97.9%	97.7%	90.8%	94.5%	96.9%	93.1%
Households with a broadband Internet subscription, percent, 2017-2021	97.1%	95.0%	83.7%	90.8%	91.8%	87.0%
<b>Education</b>						
High school graduate or higher, percent of persons age 25 years+, 2017-2021	98.3%	95.8%	91.2%	96.7%	95.6%	88.9%
Bachelor's degree or higher, percent of persons age 25 years+, 2017-2021	75.6%	61.9%	22.2%	29.2%	28.1%	33.7%
<b>Health</b>						
With a disability, under age 65 years, percent, 2017-2021	3.0%	4.3%	13.7%	8.8%	9.5%	8.7%
Persons without health insurance, under age 65 years, percent	3.1%	7.1%	6.2%	8.9%	10.0%	9.8%
<b>Economy</b>						
In civilian labor force, total, percent of population age 16 years+, 2017-2021	64.5%	68.4%	57.9%	66.7%	61.9%	63.1%
In civilian labor force, female, percent of population age 16 years+, 2017-2021	56.3%	60.5%	54.3%	59.7%	60.8%	58.7%



All Topics	Brentwood city, Tennessee	Williamson County, Tennessee	Genesee County, Michigan	Fenton city, Michigan	Argentine township, Genesee County, Michigan	United States
Total accommodation and food services sales, 2017 (\$1,000) (c)	192,505	808,891	707,341	75,425	NA	938,237,077
Total health care and social assistance receipts/revenue, 2017 (\$1,000) (c)	968,503	2,141,352	3,165,657	70,669	D	2,527,903,275
Total transportation and warehousing receipts/revenue, 2017 (\$1,000) (c)	182,711	414,318	457,204	3,356	NA	895,225,411
Total retail sales, 2017 (\$1,000) (c)	1,259,796	4,563,188	8,429,666	574,399	17,170	4,949,601,481
Total retail sales per capita, 2017 (c)	\$29,498	\$20,157	\$20,678	\$50,791	\$2,613	\$15,224
<b>Transportation</b>						
Mean travel time to work (minutes), workers age 16 years+, 2017-2021	26.0	27.8	26.6	30.7	38.5	26.8
<b>Income &amp; Poverty</b>						
Median household income (in 2021 dollars), 2017-2021	\$165,948	\$116,492	\$54,052	\$70,745	\$86,239	\$69,021
Per capita income in past 12 months (in 2021 dollars), 2017-2021	\$76,194	\$56,545	\$30,561	\$37,049	\$38,043	\$37,638
Persons in poverty, percent	△ 2.6%	△ 4.0%	△ 16.3%	△ 9.7%	△ 5.8%	△ 11.6%
<b>BUSINESSES</b>						
<b>Businesses</b>						
Total employer establishments, 2020	X	7,696	7,528	X	X	8,000,178
Total employment, 2020	X	134,020	119,084	X	X	134,163,349
Total annual payroll, 2020 (\$1,000)	X	9,105,963	5,137,721	X	X	7,564,809,878
Total employment, percent change, 2019-2020	X	1.0%	-1.2%	X	X	0.9%
Total nonemployer establishments, 2019	X	30,877	28,457	X	X	27,104,006
All employer firms, Reference year 2017	1,693	5,634	5,970	511	S	5,744,643
Men-owned employer firms, Reference year 2017	880	3,185	3,738	S	S	3,480,438
Women-owned employer firms, Reference year 2017	310	1,020	1,050	76	S	1,134,549
Minority-owned employer firms, Reference year 2017	169	551	499	S	S	1,014,958
Nonminority-owned employer firms, Reference year 2017	1,167	4,202	4,799	S	S	4,371,152
Veteran-owned employer firms, Reference year 2017	75	284	275	S	S	351,237
Nonveteran-owned employer firms, Reference year 2017	1,254	4,310	4,961	S	S	4,968,606
<b>GEOGRAPHY</b>						
<b>Geography</b>						
Population per square mile, 2020	1,103.7	425.0	637.8	1,811.8	204.6	93.8
Population per square mile, 2010	899.9	314.4	668.5	1,760.5	199.5	87.4
Land area in square miles, 2020	41.11	582.86	636.94	6.65	34.66	3,533,038.28
Land area in square miles, 2010	41.18	582.60	636.98	6.68	34.65	3,531,905.43
FIPS Code	4708280	47187	26049	2627760	2604903420	1

[About datasets used in this table](#)

#### Value Notes

⚠ Estimates are not comparable to other geographic levels due to methodology differences that may exist between different data sources.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info  icon to the left of each row in TABLE view to learn about sampling error.

The vintage year (e.g., V2022) refers to the final year of the series (2020 thru 2022). Different vintage years of estimates are not comparable.

Users should exercise caution when comparing 2017-2021 ACS 5-year estimates to other ACS estimates. For more information, please visit the [2021 5-year ACS Comparison Guidance](#) page.

#### Fact Notes

- (a) Includes persons reporting only one race
- (c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data
- (b) Hispanics may be of any race, so also are included in applicable race categories

#### Value Flags

- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest or upper interval of an open ended distribution.
- F Fewer than 25 firms
- D Suppressed to avoid disclosure of confidential information
- N Data for this geographic area cannot be displayed because the number of sample cases is too small.
- FN Footnote on this item in place of data
- X Not applicable
- S Suppressed; does not meet publication standards
- NA Not available
- Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

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Measuring America's People, Places, and Economy



**Jeff Fenton**

---

**From:** Fenton Finances <fenton.finances@outlook.com>  
**Sent:** Monday, April 23, 2018 2:37 AM  
**To:** Fawn Fenton  
**Subject:** Fwd: Your TFS account management email

Previously shared email address used for our family's financial records and notifications.

Whatever makes you feel powerful. I'm still going to subpoena all these records, and the equity is all community property regardless of whose email the statements go to.

You're totally wasting your time. None of this is necessary. You are creating your own emergency, when none exists.

Oh well... please provide me with all account statements, for every account which you are blocking my access from, from Jan 2015 until current, so I can continue to work on our taxes.

Please do not change Amazon or Paypass, or I will need the final invoices for every single transaction since Jan of 2015. (I need for bookkeeping, as well as establishing value, as well as taxes, as well as for insurance purposes. You promised that you wouldn't lock me out of our finances! That you would update our SHARED LastPass folder, with all new or changed passwords for our financial accounts, or which I need to catch-up on bookkeeping!)

I promise I won't spend any money through your accounts except using the BOA Visa Rewards that you gave me, and which you promised a new card is already ordered with my name on it.

If you cut that off too, then I'll have no choice but to immediately pursue an emergency interim order, so that I can eat!



Jeff Fenton  
METICULOUS.tech

Sent by my iPhone

---

**From:** Toyota Financial Services <toyotafinancial@toyota.com>

**Sent:** Monday, April 23, 2018 1:23:48 AM

**To:** fenton.finances@outlook.com

**Subject:** Your TFS account management email

Your account management email has been updated

[VIEW ONLINE](#)



**Good news!**  
Your account management email has been updated.



Your request has been completed, and we have successfully updated your account management email. We will no longer

use this email address to communicate with you. Thanks for  
keeping us in the loop!

LOG-IN

If you did not make the recent request to update your account  
management email, please call us at 1-800-874-8822.



Please do not reply to this email. This is a post-only, outbound email. We will be unable to respond to your reply. For more information about Toyota Financial Services, please use the links below.

Toyota Financial Services is a service mark of Toyota Motor Credit Corporation (TMCC). TMCC is the authorized attorney-in-fact and servicer for Toyota Lease Trust.

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EXHIBIT #25

**Jeff Fenton**

---

**From:** Fawn Fenton  
**Sent:** Wednesday, May 2, 2018 5:20 PM  
**To:** Jeff Fenton  
**Subject:** Budget  
**Attachments:** Fawn-Jeff Budget Apart 2018.pdf

CLERK OF COURT  
2020 FEB 19 PM 1:14  
FILED FOR ENTRY \_\_\_\_\_

Hello,  
Attached is the "budget" that I believe is realistic for the upcoming year.  
With my salary as the only support, I actually come up short about \$110 per month.  
And this is without any other little things for either of us, at all. In real life, we each probably spend \$100 to \$200 per month on little discretionary extras here and there.

In the short term, I should be able to pay for everything listed on this sheet, except that the BofA Rewards card and the Capital One card will not have their balances paid in full like we usually do. I will have to see how things go over the next 2-3 months... if your expenses all go on the BofA rewards card, then the amount due for that card will go up, and the Capital One card (which I will continue to use) the amount due should go down. So maybe I can figure out how to pay in full one of those each month to avoid interest charges, but the other one will start to accumulate a balance with interest. So in a few weeks, I might see if I can find a new card with lower interest, for one of us to use. For example, if we want to get rid of the BofA Rewards card, then I could balance-transfer that one to a new lower interest card; and then I could pay off the Capital One every month, but only pay what I can afford on the new card, which will have a gradually increasing balance.

So, if you can contribute financially even a little, I would really appreciate it. I am not trying to "require" you to contribute, but just letting you know where I stand without you paying for anything (credit card debt will gradually increase over time.)

Let me know what you think.  
Thanks,  
Fawn



**Fawn and Jeff Budget for Living Apart in 2018:**

<b>Sunnyside bills</b>		<b>Typ Monthly</b>
1st-6th	Sunnyside Mortgage	\$ 1,850.00
26th-28th	Bancorp South (2nd Morg. SS)	\$ 210.00
1st-4th	Piedmont Gas	\$ 30.00
28th - 2nd	GeoAlarm & Monitronics	\$ 17.00
4th - 5th	Progressive Car Insurance (both)	\$ 135.00
23rd	NES Electric (varies)	\$ 241.00
20th - 23rd	Comcast	\$ 50.00
23rd	HVUD - Sunnyside Water	\$ 24.00
23-24th	AT&T Wireless	\$ 127.00
27th	Waste Industries (\$69 quarterly)	\$ 23.00
<hr/>		
<b>Total Sunnyside Bills</b>		<b>\$ 2,707.00</b>
<i>Sunnyside Bills n.i.c. mortgages</i>		<i>\$ 647.00</i>

<b>Other Fixed Sunnyside Expenses</b>		
30th	Walden's Puddle	\$ 50.00
16th	Compassion International	\$ 38.00
18th	Netflix	\$ 16.00
	Pest Control (SS - \$60/qtr)	\$ 20.00
<hr/>		
<b>Other fixed expenses</b>		<b>\$ 124.00</b>

<b>Sunnyside (Jeff) Variable expenses</b>		
	Automobile Gas	\$ 40.00
	Pharmacy Scrips	\$ 30.00
	Food - Groceries	\$ 180.00
	Food - Take-Out	\$ 300.00
	Electronics/Software	\$ 20.00
	Personal Care (Haircuts)	\$ 25.00
	Postage-Delivery	\$ 5.00
	Toiletries	\$ 30.00
	Pet Food	\$ 20.00
	Pet Supplies	\$ 10.00
	Home Maintenance Misc.	\$ 20.00
<hr/>		
<b>estimate SS/Jeff variable expenses</b>		<b>\$ 680.00</b>
<hr/>		
<b>Budgeted SS/Jeff Costs:</b>		<b>\$ 3,511.00</b>

Unpredictable Expenses:  
 Pet Veterinary  
 Doctor/Medical  
 Clothing

<b>Annual Expenses:</b>	<b>Yearly:</b>	<b>Monthly:</b>
Sarah Nexguard	\$ 240.00	\$ 20.00
Sarah Hartgard	\$ 100.00	\$ 8.33
Sarah Annual Shots	\$ 200.00	\$ 16.67
Amazon Prime	\$ 120.00	\$ 10.00
Termite Contract	\$ 195.00	\$ 16.25
Buick LeSabre Tag Registration	\$ 125.00	\$ 10.42
Prius Tag Registration	\$ 76.00	\$ 6.33
<hr/>		
	\$ 1,056.00	\$ 88.00

pay for with bonus? or save each month?

<b>Fawn's Apartment bills</b>		<b>Typ Monthly</b>
1st	Rent + Utilities	\$ 1,170.00
	Comcast/Internet	\$ 40.00
	NES Electric	\$ 150.00
<hr/>		
<b>Total apartment bills</b>		<b>\$ 1,360.00</b>

annual:  
 \$ 16,320.00

<b>Other Fixed Fawn Expenses</b>		
28th	Toyota Car Loan Payment	\$ 300.00
19th	Books on Tape	\$ 34.00
	Laundry	\$ 15.00
	Counseling for Fawn (2x/mo)	\$ 240.00
	Counseling for Jeff	\$ -
	Counseling Together (?)	\$ -
<hr/>		
<b>Other fixed expenses</b>		<b>\$ 589.00</b>

\$ 2,880.00  
 \$ -  
 \$ -  
 \$ 2,880.00

<b>Credit Card Payments:</b>		
	Ascend FCU	\$ 50.00
	BofA Platinum Card	\$ 200.00
<i>(CapOne and BofA-Rew. Paid full)</i>		
<hr/>		
<b>Credit card payments</b>		<b>\$ 250.00</b>

<b>Misc. Fawn Variable Expenses</b>		
	Misc Travel (Parking, Tolls)	\$ 5.00
	Automobile Gas	\$ 45.00
	Pharmacy Scrips	\$ 20.00
	Food - Groceries	\$ 250.00
	Food - Take-Out	\$ 150.00
	Toiletries	\$ 40.00
	Pet Food	\$ 20.00
	Pet Supplies	\$ 20.00
	Home Maintenance Misc.	\$ 10.00
<hr/>		
<b>estimate Fawn variable expenses</b>		<b>\$ 560.00</b>

**Budgeted Fawn/Apt Costs: \$ 2,759.00**

Anticipated Total costs for both: \$ 6,270.00

Fawn's Net Salary \$ 6,160.00

Net monthly (deficit): \$ (110.00)

Deficit over a year: \$ (1,320.00)

684

## 2018-08-06 I OFFERED TO GIVE MS. FENTON MY EQUITY FOR FREE! (Unfortunately She Declined)

**OUR HOME (v2.0)**  
Jeff Fenton  
To: Sandy Arons  
Cc: Fawn Fenton  
Mon 8/6/2018 1:26 AM

You forwarded this message on 8/6/2018 1:44 AM.  
This message was sent with High importance.

Hello Sandy,

Fawn came and got our fish today and we discussed OUR HOME some more. Apparently she did not understand before that I was offering to completely forfeit my equity in our home to her, provided that she LIVES in it (not for the purpose of selling the property).

I explained that I am willing to sign a Quit Claim deed, completely transferring ownership of the property to Fawn, with a separate contract specifying ONE stipulation, which is that she continue to RESIDE here at our HOME, as her primary residence, for a period of at least FIVE years.

- In the event that she chooses to put the property on the market, up for sale, transfer ownership of the property, lease or sell it by any means, then she would owe me a flat \$75k for my equity.
- After five years (from the date of divorce or legal separation), she can do whatever she chooses with the home, owing me NOTHING.
- We would EACH be responsible for ALL the debts, in our OWN names, regardless of how we choose to deal with them: filing bankruptcy, paying them, not paying them, it would be each of our OWN business, and not related to any asset/debt computations.

Our personal in agreement writing prior

**RE: Financial Considerations to Keep in Mind**  
Fawn Fenton  
To: Jeff Fenton  
Cc: Sandy Arons  
8/23/2018

You replied to this message on 8/23/2018 3:18 PM.

**Fuck no, you are going to have to buy me out.**

**From:** Jeff Fenton <Jeff@Meticulous.tech>  
**Sent:** Thursday, August 23, 2018 2:02 PM  
**To:** Fawn Fenton <fawn.tiffany@outlook.com>  
**Cc:** Sandy Arons <sandyarons@getasmartdivorce.com>  
**Subject:** Re: Financial Considerations to Keep in Mind

Nice that you made that choice for me too!

**So are you willing to surrender your equity in this house to me, so that I can try to keep our home, so that all isn't lost?**

Jeff Fenton  
METICULOUS.tech







Automobile Gas	\$	90.00
Car Insurance	\$	150.00

---

<b>Jeff Other Living Expenses</b>	\$	1,125.00
-----------------------------------	----	----------

Jeff pays these:

Sunnyside Expenses	\$	523.00
--------------------	----	--------

Jeff Living Expenses	\$	1,125.00
----------------------	----	----------

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Jeff Needs Monthly:	\$	1,648.00
---------------------	----	----------

Rent large bedroom	\$	800.00
--------------------	----	--------

Rent corner bedroom	\$	600.00
---------------------	----	--------

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	\$	1,400.00
--	----	----------

need income from somewhere:	\$	248.00
-----------------------------	----	--------

## 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.)

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](mailto: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:** Fawn Fenton  
**Sent:** Friday, September 14, 2018 4:39 PM  
**To:** Jeff Fenton  
**Subject:** Offer to settle  
**Attachments:** Offer to Jeff to settle\_9-14-18.docx

Hello,

Attached is my offer to you for settling this divorce as uncontested.

Please consider agreeing to these provisions with minimal changes; this is the absolute most I can offer you.

This writing is not how the final agreement would look, though – we would need to have it reviewed by an attorney (Tommy White, who Sandy recommended, would be good), and we would need to discuss it with a tax professional (Phyllis Ellis?) to make sure the intents are actually doable, and to look for future unintended consequences.

I got your voicemail about BCBST also... I will call and look into that.

Note the timelines I've written in here for signing and filing this with the courts... talking to Sandy (and she talked to Tommy White) they said if we don't get this filed by early October, then it's unlikely to be finalized by the end of the year. We do have some footwork to do (legal, tax, health-care) to check everything, so we need to get going.

Let me know what you think.

Thanks,  
Fawn

**Jeff Fenton**

---

**From:** Fawn Fenton  
**Sent:** Thursday, September 20, 2018 5:11 PM  
**To:** Jeff Fenton  
**Subject:** RE: Divorce & Mortgage Refinance Questions

Sorry I didn't call earlier, had a bad headache after the meeting with Tommy, and then had to concentrate to get something done at work. I am heading to a haircut appointment now.

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.

Tommy said the longest he's ever seen the courts allow a house to be jointly owned after a divorce is 3 years... it was a case where the husband worked and the mortgage was only in his name, and the wife was a stay-home mom who hadn't worked, but the wife wanted the house, and so she got a job as a teacher and was required to refinance the house into her name only within the three years, or else the courts would force the house to be sold.

Tommy said that given all of the other crazy stuff in our agreement, though, and we'd have to explain everything, he thought the judges "might" allow this agreement if the house situation is resolved by the end of the 6 years when the alimony ends. He said there's no way in hell they will let it go longer than that. He said the judges want ALL divorce terms to have drop-dead dates; they will not allow open-ended timelines.

So, we'd have to re-write this back to sort of how I originally had it.... that you have to refi the house into your name only by the end of the 6 years AND buy me out (cash out my equity), or else the courts would force the house to be sold and we split the equity.

Would you be able to agree to that?

I don't really want to talk on the phone tonight.... just let me know what your reaction is to this issue.

Thanks.

**Unfortunately, wife rescinded this offer, at the advice of her counsel.**

**Fenton Marital Dissolution Agreement**

Proposed terms as of September 14, 2018, for review.

*THIS AGREEMENT IS BETWEEN Fawn Fenton [wife] and Jeffrey Ryan Fenton [husband], executed in Williamson County, Tennessee.*

*The parties desire to enter into an agreement concerning their rights and obligations arising out of their marriage so that it may be dissolved without a contest. There are irreconcilable differences between them.*

*Each party is aware that a Complaint for Divorce is pending in the court and county noted above.*

*The parties agree by signing this Agreement that they waive service of legal process upon each other. They acknowledge that the filing of an Answer to a Complaint for Divorce will not be required.*

*This Agreement shall be included by either party as a part of a Final Decree of Divorce. Each party has read it in its entirety, agrees that it is fair, and has voluntarily signed it. Husband and wife also agree to sign any further documents that may reasonably be necessary to carry out its intent.*

1. **This offer is only good if we successfully sign this into a Marital Dissolution Agreement Contract as soon as possible AND the divorce Final Order is entered by the court before December 31, 2018.** The financial tax incentives integral to this offer will not apply in 2019, and this Agreement is void if the divorce is not final in 2018.
2. Since we cannot re-finance the Sunnyside mortgages at this time, we must finalize the divorce this year, and simply remain joint owners of the house. (I'm not sure if the deed stays as-is, or if we re-do it as "tenants in common"; need to verify and research tax/income implications. We may want to do a Trust.)
3. We will not transfer any personal debts; the credit card debts in Jeff's name remain solely Jeff's responsibility, and the credit card debts in Fawn's name remain solely Fawn's responsibility. Each party shall hold the other party harmless from any collection actions or other consequences relating to these debts.
4. Jeff may continue to live at the Sunnyside house, as long as the terms of this Agreement continue to be met. Jeff can get roommates and make minor modifications, as long as no actions decrease the value of the property. Jeff will take care of the property and pay for any and all other expenses associated with the Sunnyside house and property, except where specifically noted otherwise below.
5. If this Agreement is signed by both Jeff and Fawn before 5:00 pm on Friday, September 28, 2018, and we are able to submit the completed forms for a "no-fault" divorce based on "irreconcilable differences" to the Williamson County Courts by Friday, October 5, 2018, then Fawn agrees to continue to make the mortgage and utility payments for the Sunnyside house until the end of December, 2018.
  - a. Specifically, Fawn will continue to pay:
    - i. BofA first mortgage
    - ii. Bancorp South second mortgage
    - iii. NES Electric



- 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.



Although defendants Binkley, Story, Yarbrough, Ausbrooks, Koval, Hildebrand, Walker, Marlin, Anderson, and Anderson pretended that 1986 Sunnyside Drive, Brentwood belonged to my ex-wife, that was completely false.

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.

See paragraph 9 above for the truth about where we stood with the IRS, and how Ms. Fenton felt about my handling of our federal income taxes. "He must use his normal diligence to... maximize the... return". Wife applauded my stewardship and management of our federal income taxes. I kept us under a 10% tax basis for 13-years legally.



You can see in 9(d) above, we had a strategically planned **tax credit on file**, not a liability as defendant Story falsely testified in Chancery Court on 8/1/2019. **We always got a refund.** We never owed federal taxes at the end of the year.

- 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

As is verifiable in ECF No. 22, PageID.2823, Lines 12-13 and 17, defendant Story falsely testified in Chancery Court on 8/1/2019, **"We've got a tax liability from 2016 standing out there."** After which she further falsely testified, **"we have woes, IRS woes."** All which was false and fraudulently portrayed, to assassinate my character before the court.



Most people don't know this, but the IRS has a 3-year statute of limitations for filing federal income tax returns for years where you are due a refund. The government will even pay you interest. I am excellent at managing taxes.

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.*

Case 1:23-cv-01097-PLM-RSK ECF No. 22, PageID.2823 Filed 01/19/24 Page 6 of 45

12 we've got a tax liability from 2-2016, standing  
13 out there.

14 2017, 2018, my client did get the  
15 tax returns filed, but they withheld everything  
16 she paid in because they still haven't filed the  
17 2016 tax return. So we have woes, IRS woes.

6

[https://rico.jeffenton.com/evidence/2019-08-01\\_chancery-hearing-transcript.pdf](https://rico.jeffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf)

Case 1:23-cv-01097-PLM-RSK (FENTON v. STORY et al.)





Department of the Treasury  
Internal Revenue Service  
CINCINNATI, OH 45999

165/103347 -527091

JEFFREY R FENTON  
17195 SILVER PKWY # 150  
FENTON, MI 48430-3426



527091

Interest paid to me by the IRS  
on my "TAX CREDIT"

Form 1099-INT (Rev. 10-2013)

Statement Showing Interest Income from the Internal Revenue Service	Calendar Year
(Please keep this copy for your records)	2021
Recipient's Identification Number 381 [REDACTED]	Total Interest Paid or Credited \$174.43
PAYER'S Federal Identification Number 38-17 [REDACTED] (INTERNAL REVENUE USE ONLY)	

**THIS IS NOT A TAX BILL.** It shows the taxable interest paid to you during the calendar year by the Internal Revenue Service. If you are required to file a tax return, report this interest as income on your return. This amount may represent interest on an overpayment for more than one year, or more than one kind of tax. This interest may have been paid with your tax refund or part or all may have been applied against other taxes you owed.

This is not a "Tax Liability" as defendant Story falsely testified in Chancery Court on 8/1/2019.

United States Treasury <sup>15-51</sup>/<sub>000</sub> B 315,070,081

Check No. [QR Code]

03 31 21 20098900 KANSAS CITY, MO 4041 61091608  
000668123128 4041 61091608 I 20210828910000

Pay to the order of  
JEFFREY R FENTON  
17195 SILVER PARKWAY 150  
FENTON MI 48430 3426

\$\*\*\*\*5619\*36  
VOID AFTER ONE YEAR

REGIONAL DISBURSING OFFICER  
[Signature: Vona S. Robinson]

FENT FRESNO 12/2016 TAX REFUND 30  
INT \$ 174.36

005973

⑈40414⑈ ⑆000000518⑆ 610916086⑈ 040321

7 THE COURT: Is the IRS going to be  
8 intercepting this money?

20 THE COURT: Any possibility she  
21 could be an innocent spouse? I don't know how  
22 that works anymore.

23 MS. STORY: She could probably...

GIVE ME A BREAK

7

### Tenn. R. Sup. Ct. 1.0

Rule 1.0 - TERMINOLOGY

(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.

### Tenn. R. Sup. Ct. 3.3

Rule 3.3 - Candor Toward the Tribunal

(a) A lawyer shall not knowingly:

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

(b) A lawyer shall not offer evidence the lawyer knows to be false...

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

### Tenn. R. Sup. Ct. 3.4

Rule 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; 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



# Jeffrey R. Fenton

1986 Sunny Side Drive, Brentwood, TN 37027-5404 | 615.837.1300 | [REDACTED]

**3/30/2020**

First Farmers and Merchants Bank  
4013 Hillsboro Circle  
Nashville, TN 37215

**Dear First Farmers and Merchants Bank:** *(If Fawn banks elsewhere now, then to Whom it may Concern):*

The last time that Fawn and I deposited OUR JOINT income tax return check from the IRS, into Fawn's personal checking account (which doesn't have my name on it), you required that I come into the bank with Fawn, in person, to present my ID and to sign the check as you witnessed. We were told that the reason for this was because tax fraud and forgery had become a significant problem between disenfranchised spouses.

This time we are facing a similar situation; however, I will not be able to visit your bank in person, or to even have this letter notarized, due to the fact that as a result of our divorce this year, I am currently staying in Michigan, and due to the Covid-19 outbreak, I live with a family member who has an extremely compromised immune system (no "IGA"), so we are both under stringent in-home quarantine, which doesn't allow us to come face to face with anyone, under any circumstances (not to sign for a letter, receive a package, or even visit a bank). Furthermore, due to the Covid-19 pandemic, Michigan has declared a State of Disaster, and we've been under an Executive "Stay at Home" Order for over a week, with no end in sight.

For this reason, I am writing this letter to guarantee my identity as well as to provide my consent as stated herein. **I SWEAR UNDER PENALTY OF PURJURY, with my mother as my witness, that I am the Jeffrey R. Fenton to whom this treasury check is written** (identification included), that I have endorsed this check and signed this letter by my own hand, without any act of foul-play, deception, or forgery. Exclusively for my ex-wife, Fawn [REDACTED] Fenton (I wrote on the back of the check, "Pay to the Order of Fawn [REDACTED] Fenton"), to cash or deposit into any account of her choosing, no longer having any shared financial accounts.

In return Fawn has promised to mail me a check, money order, or cashier's check for my 50% of our 2017 Tax Refund. Our joint 2017 tax refund check is for \$3,112.62, which will provide us each with \$1,556 to do with as we independently please. You need not be concerned about the division and distribution of funds, as I trust Fawn to administer it as she has agreed.

Should you have any questions or concerns, please feel free to contact me at the phone and email above.

Thank you for your assistance during these extraordinary times.

Sincerely,


  
Jeffrey R. Fenton

Witnessed By (I know the sworn party and can attest to his execution of these documents):

Marsha A. Fenton (mother)




**United States Treasury** <sup>15-51</sup>/<sub>000</sub> B 125,331,135

Check No. 

08 02 19 20090900 KANSAS CITY, MO 4038 74854830  
 000504685659 4038 74854830 I 20192060910000

Pay to the order of **FAWN ■ & JEFFREY R FENTON**  
 1986 SUNNY SIDE DR  
 BRENTWOOD TN 37027 5404

\$\*\*\*\*3112\*62


REGIONAL DISBURSING OFFICER VOID AFTER ONE YEAR  
 008 

FENT KANSAS 12/2017 TAX REFUND 30  
 INT \$ 45.62

065431

⑈4038⑈ ⑆000000518⑆ 748548306⑈ 040819

**Tennessee** THE VOLUNTEER STATE USA TN



**HANDGUN CARRY PERMIT**

PERMIT NO. **083253258**  
 DOB **10/08/1969**  
 ISS **01/03/2019**  
 EXP **LIFETIME**

*M.R.A.*


SEX M HGT 5'-09" EYES HAZ  
 DD [REDACTED] **HCP**

**FENTON JEFFREY RYAN**  
 1986 SUNNY SIDE DR  
 BRENTWOOD, TN 37027-5404


**I AM THE ONLY PARTY WHO HAS OPERATED IN GOOD FAITH**

Pay to the ORDER OF FAWN FENTON  
*[Signature]*  
 Pay to the ORDER OF FAWN ■ FENTON

**FAWN ■ FENTON** 1148  
 BRENTWOOD, TN 37027 87-811/641

APRIL 6, 2020 DATE 

PAY TO THE ORDER OF JEFFREY R. FENTON \$ 1,556.00

ONE THOUSAND FIVE HUNDRED FIFTY SIX -only- DOLLARS 

**PRESIDENT'S CLUB**


**FIRST FARMERS** Member FDIC

FOR 1/2 of 2017 tax return


*[Signature]*

⑆06410⑆ [REDACTED] 84 [REDACTED] ⑈01148

**DRIVER LICENSE** Tennessee THE VOLUNTEER STATE USA TN



DL NO. **083253258** DOB **10/08/1969**  
 EXP **01/02/2027** ISS **01/02/2019**

CLASS **D** END **NONE**   
 REST **01**

SEX M HGT 5'-09" EYES HAZ  
 DD [REDACTED] **DL**

**FENTON JEFFREY RYAN**  
 1986 SUNNY SIDE DR  
 BRENTWOOD, TN 37027-5404

*M.R.A.*

I am really getting tired of the fraudulent narrative that my ex-wife is a victim, that I am a monster, that she has ever been "fearful for her safety", as a result of anyone's actions other than her own.

That was defendant Story's absurd lie, fabricated to assassinate my character and destroy my credibility before I ever had a chance in any "impartial tribunal".

"Predatory Litigation 101" where there is nothing the courts have shown less interest or care about than the TRUTH, my LIFE, LIBERTY, or PROPERTY!







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

With great power comes great responsibility and the need for public integrity and trust that exceeds that of almost every other profession.

"I pay for my own gas. I pay for my — whatever I pay for," Binkley said.

Binkley addressed the trips after attorney Connie Reguli filed an emergency motion to suspend the proceedings in a case involving her client, Sam Clemmons, until they could complete an open records request into the emails to learn the extent of the trips.

For a person to hold the power to almost instantly destroy and deprive a persons life, liberty, and property... the public has a right to demand their hands remain reasonably clean and uncompromising.

The judge denied that motion.

He stressed that there's nothing wrong with lawyers and judges having a good time outside of work, "as long as you're not doing anything improper."

"People can assume whatever they want to. That's their business. But we're not so stupid, irresponsible or violating rules and getting special treatment out on a lake house boat, where you're all sitting around having a good time," Binkley said.

Story, who represents the defendants in Clemmons' case, said the trips at Center Hill Lake are only one day, despite emails that show the trips spanned three days, from Friday through Sunday.

I don't know any other profession where innocent members of the public lose their property, their homes, their cars, their access to family and friends, their enjoyment of both their inalienable natural rights as well as their constitutional freedoms.

"I don't know of any other profession that has to (argue against) each other every day in court and be adversaries, and fight for your clients zealously, but then we expect them to go out and go to bar functions and seminars, and sit across the aisle from each other and be friends," Story said.

Where in just one hour, a person or family can wrongfully, erroneously, or criminally suffer more damage and deprivation "under color of law", than they will literally be able to recover from, throughout the rest of their lives, combined.

"There's no way you can do that unless you have a mutual respect for each other. Respect for the way that you represent your client, and respect for the way that you carry on your family life."

There are plenty of advanced vocational opportunities in the field of law, for those individuals who are not willing to "set themselves apart", in the interest of preserving judicial integrity, public trust, and maintaining impartial tribunals.

Reach Elaina Sauber at [esauber@tennessean.com](mailto:esauber@tennessean.com), 615-571-1172 or follow @ElainaSauber on Twitter.

**RULE 1.2 Promoting Confidence in the Judiciary:** 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.

[1] Public confidence in the judiciary is eroded by improper conduct and conduct that creates the appearance of impropriety. This principle applies to both the professional and personal conduct of a judge.

[2] A judge should expect to be the subject of public scrutiny that might be viewed as burdensome if applied to other citizens, and must accept the restrictions imposed by the Code. (<https://www.tncourts.gov/rules/supreme-court/10>)

**RULE 1.3 Avoiding Abuse of the Prestige of Judicial Office:** A judge shall not abuse the prestige of judicial office to advance the personal or economic interests of the judge or others, or allow others to do so.



## 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 yesterdays 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!



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 2<sup>nd</sup> 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:** Fawn Fenton  
**Sent:** Thursday, November 15, 2018 5:28 PM  
**To:** Jeff Fenton  
**Subject:** FW: 47426  
**Attachments:** radDC9A2.pdf

**Categories:** 4-Email: Important Information

Hello,  
Attached... Edward's forms have been approved by the court.

So you need to take those Word documents I forwarded you from Edward a couple of weeks ago, and you need to "save-as" and make your own similar documents, substituting your information instead of Edward's, and on the "certificate of service" page, substituting my name and address instead of yours.

I think you need to turn in both of those papers to the court... you could drive down there and give them to the clerk in person, I'm sure that would be fastest.  
Ok?

**From:** Edward Porter <[WEdward.Porter@hotmail.com](mailto:WEdward.Porter@hotmail.com)>  
**Sent:** Thursday, November 15, 2018 2:35 PM  
**To:** Fawn Fenton  
**Subject:** FW: 47426

Please see attached. Now just waiting on Jeff to do the same. Let me know if there is anything I need to do. Your answer to his counter is technically due by November 29. I need something showing his intentions to non-suit or otherwise we will have to answer his counter because I can't allow you to get tricked into anything.

Thanks,  
Edward

### *W. Edward Porter IV*

Attorney at Law  
222 Second Avenue North  
Suite 210  
Nashville, TN 37201  
(615) 250-8000 – Office  
(615) 242-5918 – Fax

Note: This information contained in this electronic transmission is intended only for the person or entity to which it is addressed and it may contain confidential and/or privileged material, the disclosure of which is governed by applicable law. Any review, retransmission, dissemination or other use of, or taking of any action reliance upon this information by persons or entities other than the intended recipient is prohibited. If you receive this communication in error, please notify the sender upon receipt and destroy the materials contained in this message.

## Jeff Fenton

---

**From:** Fawn Fenton  
**Sent:** Friday, November 9, 2018 10:13 PM  
**To:** Jeff Fenton  
**Subject:** FW: Put divorce on hold for now  
**Attachments:** Fenton - Notice of Non-Suit - 11-5-18.docx; Fenton - Order of Dismissal - 11-5-18.docx

Hello,

Here is the last correspondence I've had with my attorney. I assume we're waiting for the court to return a stamped copy of these papers back to my attorney.

I'll check in with him next week.

**From:** Edward Porter <WEdward.Porter@hotmail.com>  
**Sent:** Tuesday, November 6, 2018 4:45 PM  
**To:** Fawn Fenton  
**Subject:** RE: Put divorce on hold for now

Fawn,

I have attached the word documents. I currently don't have a paper copy in hand.

Thanks,  
Edward

### *W. Edward Porter IV*

Attorney at Law  
222 Second Avenue North  
Suite 210  
Nashville, TN 37201  
(615) 250-8000 – Office  
(615) 242-5918 – Fax

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**From:** Fawn Fenton  
**Sent:** Tuesday, November 6, 2018 2:38 PM  
**To:** Edward Porter <[WEdward.Porter@hotmail.com](mailto:WEdward.Porter@hotmail.com)>  
**Subject:** RE: Put divorce on hold for now

Thanks Edward... can you send me a PDF copy of the request you sent in?

Thanks again,  
Fawn Fenton

**From:** Edward Porter <[WEdward.Porter@hotmail.com](mailto:WEdward.Porter@hotmail.com)>  
**Sent:** Monday, November 05, 2018 1:25 PM  
**To:** Fawn Fenton  
**Subject:** RE: Put divorce on hold for now

Fawn,

I have sent it in. It should be entered and signed this week. Jeff did file a counter and he will have to do the same thing. Once I receive a copy of the Order I will send one to you.

Thanks,  
Edward

*W. Edward Porter IV*

Attorney at Law  
222 Second Avenue North  
Suite 210  
Nashville, TN 37201  
(615) 250-8000 – Office  
(615) 242-5918 – Fax

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**From:** Fawn Fenton  
**Sent:** Friday, November 2, 2018 1:29 PM  
**To:** Edward Porter <[WEdward.Porter@hotmail.com](mailto:WEdward.Porter@hotmail.com)>  
**Subject:** RE: Put divorce on hold for now

Thanks Edward – can you tell me approximately what the time-frame of this is?  
How long till you send in the notice of non-suit; how long before the court then issues a dismissal order; will you or I get a copy of the dismissal order?

Best,  
Fawn Fenton

**From:** Edward Porter <[WEdward.Porter@hotmail.com](mailto:WEdward.Porter@hotmail.com)>  
**Sent:** Thursday, November 01, 2018 5:48 PM  
**To:** Fawn Fenton  
**Subject:** RE: Put divorce on hold for now

I will send yours in and I will send a copy to him that he can mimic. No need for your signature.

Thanks,  
Edward

*W. Edward Porter IV*

Attorney at Law



222 Second Avenue North  
Suite 210  
Nashville, TN 37201  
(615) 250-8000 – Office  
(615) 242-5918 – Fax

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**From:** Fawn Fenton  
**Sent:** Wednesday, October 31, 2018 12:34 PM  
**To:** Edward Porter <[WEdward.Porter@hotmail.com](mailto:WEdward.Porter@hotmail.com)>  
**Subject:** RE: Put divorce on hold for now

Hi Edward,  
Yes, if you could please send in a notice of nonsuit... do I have to sign that?

Jeff does not have an attorney – is there a form he can fill out and file to voluntarily dismiss the case also?  
Thank you,  
Fawn Fenton

**From:** Edward Porter <[WEdward.Porter@hotmail.com](mailto:WEdward.Porter@hotmail.com)>  
**Sent:** Tuesday, October 30, 2018 4:08 PM  
**To:** Fawn Fenton  
**Subject:** RE: Put divorce on hold for now

Fawn,  
I apologize, as soon as I sent the email yesterday I left for court in Gallatin and took for granted that your email would be a simple thanks. To answer your question, I can send in a notice of non-suit but if he has filed a counter-complaint he will have to file that as well. Please let me know how I need to proceed.  
Thanks,  
Edward

*W. Edward Porter IV*

Attorney at Law  
222 Second Avenue North  
Suite 210  
Nashville, TN 37201  
(615) 250-8000 – Office  
(615) 242-5918 – Fax

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persons or entities other than the intended recipient is prohibited. If you receive this communication in error, please notify the sender upon receipt and destroy the materials contained in this message.

**From:** Fawn Fenton  
**Sent:** Monday, October 29, 2018 12:24 PM  
**To:** Edward Porter <[WEdward.Porter@hotmail.com](mailto:WEdward.Porter@hotmail.com)>  
**Subject:** RE: Put divorce on hold for now

Edward,  
Thanks very much for the reply.... however, Jeff says he consulted with an attorney this morning who advised him that we must withdraw the complaint in order for Jeff to be satisfied.  
Is that something you can do today?  
If not today, then Jeff will file his answer to the complaint tomorrow, to prevent the possibility of a default motion. Then after tomorrow, we would both have to withdraw our case. (I guess something like, we would file a motion to dismiss, and Jeff would file to dismiss his counterclaim?)  
Let me know...  
Thanks again.  
Fawn Fenton

**From:** Edward Porter <[WEdward.Porter@hotmail.com](mailto:WEdward.Porter@hotmail.com)>  
**Sent:** Monday, October 29, 2018 11:56 AM  
**To:** Fawn Fenton  
**Subject:** RE: Put divorce on hold for now

Fawn,  
I am glad to hear this news and I hope that this plan of action works for you and your husband. Per your request I will put this file away, take no action on it and await word from you as to how you wish that I proceed. Please feel free to reach me at any time but until further notice I will not be actively working on your divorce.  
Thanks,  
Edward

### *W. Edward Porter IV*

Attorney at Law  
222 Second Avenue North  
Suite 210  
Nashville, TN 37201  
(615) 250-8000 – Office  
(615) 242-5918 – Fax

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**From:** Fawn Fenton  
**Sent:** Monday, October 29, 2018 9:56 AM



To: Edward Porter <WEdward.Porter@hotmail.com>

Subject: Put divorce on hold for now

Edward,

I am at the Williamson County courthouse now, and I just talked to the court clerks... they said that nothing with the case will move forward as long as you don't file anything. So let's not file any motions for awhile... no motion for default, or any others. I left you a voicemail earlier, that Jeff is now agreeing to sell the house, and move out voluntarily, so that we will have no joint assets, and can then change the divorce to be an "uncontested" divorce in the future.

The timeline we've agreed to is (plus or minus a few weeks): get the majority of our personal property moved out of the house by the end of January; have house listed for sale around first of February; hopefully accept an offer by April (latest May), close by June; split the proceeds 50/50, and pay down our respective credit card debts as much as possible; and then re-file the divorce in maybe July 2019.

Jeff finally realized that by going forward with a trial, he is likely hurting himself more than me, and he says he's accepted the reality that selling the house will help us both the most. Plus he is very hung up on wanting an "uncontested" divorce rather than a contested divorce. So I am going to trust him to stick to this plan for now, since it's far and away better than me continuing to pile costs on my credit cards.

I will try to call you again a little later.

Thanks,

Fawn Fenton

Ms. Fenton's statement above to her attorney, "Jeff finally realized that by going forward with a trial, he is likely hurting himself more than me" is FALSE.

Ms. Fenton's statement, "Plus he is very hung up on wanting an "uncontested" divorce rather than a contested divorce" is TRUE.

The truth is that we could never afford a "contested" divorce in Williamson County Tennessee. Ms. Fenton told me that her attorney estimated a "contested divorce" in Williamson County took on average one to one and a half years of litigation. That was guaranteed to financially destroy us both, regardless of any other factors.

I didn't contemplate divorce settlements differently, based upon which one of us would be "hurt" the most. My goal was always to prevent us both from harming and/or damaging each other, to the greatest extent I knew how, or was conceivably within my reach. I encouraged a "Collaborative Divorce" through Arons and Associates Divorce Planning. But Ms. Fenton ultimately refused. [https://rico.jefffenton.com/evidence/2023-12-31\\_declaration-about-arons-and-associates.pdf](https://rico.jefffenton.com/evidence/2023-12-31_declaration-about-arons-and-associates.pdf)

To see a copy of our "Verbal Settlement Agreement" which the amicable sale of our home, with agreed transitional alimony, was contingent upon, please see: [https://rico.jefffenton.com/evidence/2018-10-27\\_verbal-settlement-agreement.pdf](https://rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf)

The reason that we never placed our home on the market for sale, per the terms of our "Verbal Settlement Agreement", was because our closing attorney required that we put our simple agreement on paper and sign it. No attorneys or legalese was required, just a clearly stated, simple, good-faith agreement between Ms. Fenton and myself, so that the closing attorney would know how to allocate the proceeds from the sale of our home. Ms. Fenton could have literally printed her email above and signed it. That would have sufficed. But she absolutely refused to sign anything on paper. Not with attorneys, not without attorneys. She refused. [https://rico.jefffenton.com/evidence/2019-01-28\\_verbal-agreement-needed-in-writing-for-closing.pdf](https://rico.jefffenton.com/evidence/2019-01-28_verbal-agreement-needed-in-writing-for-closing.pdf)

Ms. Fenton later admitted to me that she refused to sign an agreement for the amicable dissolution of our marriage and the sale of our marital residence, because she had concerns about paying me the repeatedly agreed upon "transitional alimony" of \$1,750 per month, for a duration of 6-years, as she clearly stated and agreed to in our Verbal Settlement Agreement.

Without this agreed transitional support to help me purchase or rent replacement housing and obtain the vocational rehabilitation which everyone agreed that I both needed and I was equitably due, prior to docket #48419B, I could not afford to sell our marital residence at that time. I never agreed to render myself homeless and destitute. Our agreement was contingent upon the alimony clearly outlined therein. We had too much money invested into our property to quickly "cash out". The market needed another year or two for property values to appreciate enough to where we could sell our marital residence without losing hundreds of thousands of dollars, we had invested into our home and we could not afford to lose.



IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE  
AT FRANKLIN

FAWN [REDACTED] FENTON,  
*Plaintiff,*

vs.

Docket: 47426

JEFFREY RYAN FENTON,  
*Defendant,*

COPY

FILED FOR ENTRY  
2018 OCT 30 PM 1:42

**ANSWER & COUNTER-COMPLAINT FOR DIVORCE**

Comes now the Defendant/Husband, Jeffrey Ryan Fenton, and files this Answer, and Counter-Complaint for Divorce as Follows:

**ANSWER**

1. Husband admits to the statistical information and jurisdictional information provided in paragraph 1 of the Wife's Complaint for Divorce, with the following exceptions:

HUSBAND:

- o. Date and Place of Birth: [REDACTED]
- q. Education level: HS
- z. [REDACTED]

2. Admitted.
3. Husband admits allegations of Irreconcilable Differences T.C.A. 36-4-101 a (14).  
Husband denies allegations that he is guilty of Inappropriate Marital Conduct T.C.A. 36-4-101 a (11) and demands strict proof thereof.

**WHEREFORE, HUSBAND PRAYS:**

1. That Husband be awarded a Final Decree of Absolute Divorce on the grounds of Irreconcilable Differences or Inappropriate Marital Conduct;
2. For the Court to approve the Marital Dissolution Agreement, should the parties agree to enter into one.
3. For all right, title, and interest in the personal property already in the Husband's possession to be divested out of the Wife and vested in the Husband as his separate property;
4. For all right, title, and interest in the personal property already in the Wife's possession to be divested out of the Husband and vested in the Wife as her separate property;
5. For Wife to pay reasonable attorney's fees, to hire legal Counsel for Husband, as she promised, prior to mediation, trial, or any further litigation.
6. For the court to task costs, if necessary and award Husband his reasonable costs of prosecuting this matter, including a reasonable attorney's fees.
7. That the Husband be awarded alimony such that he can maintain his own residence, with a similar standard of living.
8. That the Husband be awarded the necessary funds for vocational training, to eventually be able to support himself again, regaining his independence.
9. That the Husband remain on the Wife's health insurance policy, to ensure no gap in mental or physical health care.
10. That the Husband be awarded such general relief to which the Husband may prove entitled including, but not limited to, those items prayed for above;
11. That the Wife be served with this suit and be required to answer as prescribed by law;
12. For the court to make an equitable distribution of the marital assets in this cause and deem non-marital property and assets separate.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Jeffrey Ryan Fenton", written over a horizontal line.

Jeffrey Ryan Fenton, pro se  
1986 Sunny Side Drive  
Brentwood, TN 37027  
Phone: (615) 837-1300



STATE OF TENNESSEE )  
COUNTY OF Williamson )

I, JEFFREY RYAN FENTON, being first duly sworn according to law, makes oath that I have read the foregoing Answer & Counter-Complaint for Divorce, knows the contents thereof, and that the same is true and correct to the best of my knowledge, information, and belief; that this Counter-Complaint is made for the causes mentioned therein; and that I am justly entitled to the relief therein sought.

  
JEFFREY RYAN FENTON

Sworn to and subscribed before me this 30 day of October, 2018.  
Witness my hand and official seal.

  
Notary Public

My Commission Expires  
July 6, 2020

My Commission Expires: \_\_\_\_\_



# Payment Receipt

Williamson County - TN - Chancery

Paypal Transaction ID: 818217103S342200K  
Date: 10/30/2018 1:57:31 PM  
Payer Name: METICULOUS MARKETING LLC Jeffrey R Fenton  
Payer Address:

Year	Receipt	CityCode	name	due
Docket No.: 47426	Fee Description: counter claim		Jeffrey R Fenton/Meticulous Mktng	\$100.00
			Percentage Fee	\$2.57
			Fixed Fee	\$0.30
				<b>Total: \$102.87</b>

COPY

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE  
AT FRANKLIN

FAWN [REDACTED] FENTON,  
*Plaintiff/Wife,*

vs.

Docket: 47426

JEFFREY RYAN FENTON,  
*Defendant/Husband.*

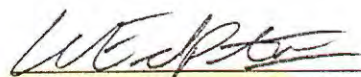
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NOTICE OF VOLUNTARY NON-SUIT

---

Comes now the Plaintiff, Fawn [REDACTED] Fenton, by and through counsel, and would hereby give notice that she will be voluntarily non-suiting her previously filed Complaint for Divorce, which was filed in July 2018 under docket number 47426.

Respectfully Submitted,




W. Edward Porter IV, BPR 033893  
*Attorney for Plaintiff*  
222 Second Avenue North  
Suite 210  
Nashville, TN 37201  
615-250-8000 - Office  
615-242-5918 - Fax  
Wedward.porter@hotmail.com



**CERTIFICATE OF SERVICE**

I do hereby certify that I have served a true and exact copy of the foregoing document, via USPS, this the 5th day of November, 2018, to the following:

Jeffrey Ryan Fenton  
1986 Sunny Side Drive  
Brentwood, TN 37027

  
W. Edward Porter IV

11-9-18 *aw*

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE  
AT FRANKLIN

FAWN [REDACTED] FENTON,  
*Plaintiff/Wife,*

vs.

JEFFREY RYAN FENTON,  
*Defendant/Husband.*

2018 NOV -7 PM 12:27

FILED FOR ENTRY 11/9/18

Docket: 47426

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**ORDER OF VOLUNTARY NON-SUIT**

---

It appearing to the Court, as evidenced by the signature of counsel below that a Notice of Voluntary Non-Suit has been filed in the above styled cause of action.

It is accordingly **ORDERED, ADJUDGED** and **DECREED** that the Compliant for Divorce filed by the Plaintiff, Fawn [REDACTED] Fenton, is hereby voluntarily non-suited without prejudice.

It is further **ORDERED** that the Plaintiff shall pay all Court Costs associated with said cause of action for which execution shall issue if necessary.

Entered this the 9 day of Nov, 2018

  
HONORABLE Judge Joseph A. Woodruff

APPROVED FOR ENTRY:



W. Edward Porter IV, BPR 033893

*Attorney for Plaintiff*

222 Second Avenue North

Suite 210

Nashville, TN 37201

615-250-8000 - Office

615-242-5918 - Fax

Wedward.porter@hotmail.com

CERTIFICATE OF SERVICE

I do hereby certify that I have served a true and exact copy of the foregoing document, via USPS, this the 5th day of November, 2018, to the following:


Jeffrey Ryan Fenton

1986 Sunny Side Drive

Brentwood, TN 37027

  
W. Edward Porter IV

CLERK'S CERTIFICATE  
I hereby certify that a true and exact copy of  
foregoing has been mailed or delivered to  
all parties or counsel of record.

11/16/18   
Date Clerk & Master



IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE  
AT FRANKLIN

2018 NOV 21 PM 2: 12

FAWN [REDACTED] FENTON,  
*Plaintiff/Wife,*

vs.

JEFFREY RYAN FENTON,  
*Defendant/Husband,*

Docket: FILED FOR ENTRY  
47426

COPY


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**NOTICE OF VOLUNTARY NON-SUIT**

---

Comes now the Defendant/Husband, Jeffrey Ryan Fenton, and would hereby give notice that he will be voluntarily non-suiting his previously filed Counter-Complaint for Divorce, which was filed on the 30<sup>th</sup> day of October, 2018, under docket number 47426.

Respectfully Submitted,

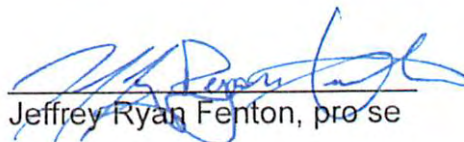
  
Jeffrey Ryan Fenton, pro se  
1986 Sunny Side Drive  
Brentwood, TN 37027  
Phone: (615) 837-1300

CERTIFICATE OF SERVICE

I do hereby certify that I have served a true and exact copy of the foregoing document, via USPS, this the 21st day of November, 2018, to the following:

W. Edward Porter IV  
222 Second Avenue North  
Suite 210  
Nashville, TN 37201

Fawn [REDACTED] Fenton  
[REDACTED]  
Brentwood, TN 37027

  
Jeffrey Ryan Fenton, pro se

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE  
AT FRANKLIN

FILED  
WILLIAMSON COUNTY  
CLERK & MASTER

2018 NOV 21 PM 2:11

FAWN [REDACTED] FENTON,  
*Plaintiff/Wife,*

vs.

JEFFREY RYAN FENTON,  
*Defendant/Husband,*

Docket: \_\_\_\_\_

**COPY**

FILED FOR ENTRY  
47426

---

**ORDER OF VOLUNTARY NON-SUIT**

---

It appearing to the Court, as evidenced by the signature of Defendant/Husband below that a Notice of Voluntary Non-Suit has been filed in the above styled cause of action.

It is accordingly **ORDERED, ADJUDGED** and **DECREED** that the Counter-Compliant for Divorce filed by the Defendant/Husband, Jeffrey Ryan Fenton, is hereby voluntarily non-suited without prejudice.

It is further **ORDERED** that the Defendant/Husband shall pay all Court Costs associated with said cause of action for which execution shall issue if necessary.

Entered this the \_\_\_\_\_ day of \_\_\_\_\_, 2018

---

**HONORABLE JUDGE MARTIN**



APPROVED FOR ENTRY:



JEFFREY RYAN FENTON, pro se  
1986 Sunny Side Drive  
Brentwood, TN 37027  
(615) 837-1300

CERTIFICATE OF SERVICE

I do hereby certify that I have served a true and exact copy of the foregoing document, via USPS, this the 21st day of November, 2018, to the following:

W. Edward Porter IV  
222 Second Avenue North  
Suite 210  
Nashville, TN 37201

Fawn [REDACTED] Fenton  
[REDACTED]  
Brentwood, TN 37027



Jeffrey Ryan Fenton, pro se

## Jeff Fenton

---

**From:** Jeff Fenton  
**Sent:** Wednesday, November 21, 2018 8:24 PM  
**To:** Wedward.porter@hotmail.com; Fawn Fenton  
**Subject:** Non-Suit Documentation Executed and Filed  
**Attachments:** 2018-11-21 NOTICE OF VOLUNTARY NON-SUIT (Filed).pdf; 2018-11-21 ORDER OF VOLUNTARY NON-SUIT (Filed).pdf

Edward & Fawn,

Please see the attached documents as promised.

After I receive back the Order signed by Judge Martin, I will scan and email that to you both as well.

Let me know if you have any questions or concerns.

A happy Thanksgiving to you both!

**Jeff Fenton**

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## Jeff Fenton

---

**From:** Fawn Fenton  
**Sent:** Wednesday, November 21, 2018 11:42 AM  
**To:** Jeff Fenton; Wedward.porter@hotmail.com  
**Subject:** RE: FENTON PROOFS: Notice of Non-Suit & Order of Dismissal

It looks right to me....

Thank you!

Fawn

**From:** Jeff Fenton  
**Sent:** Wednesday, November 21, 2018 10:40 AM  
**To:** Wedward.porter@hotmail.com; Fawn Fenton  
**Cc:** Fawn Fenton  
**Subject:** FENTON PROOFS: Notice of Non-Suit & Order of Dismissal  
**Importance:** High

Edward & Fawn,

Do these forms look filled out correctly, before I drive down to the courthouse, and then the post office with them, in the next couple of hours?

Please let me know if I should make any corrections.

Thanks.

## Jeff Fenton

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## Jeff Fenton

---

**From:** Jeff Fenton  
**Sent:** Thursday, November 15, 2018 8:37 PM  
**To:** Fawn Fenton; Fawn Fenton  
**Subject:** RE: 47426 (CONFIRMATION OF COMMITMENT)

Hello Fawn,

The purpose of this email is to confirm what I've already told you: that I WILL file the non-suit documentation which you have provided me, with the Williamson County Clerk and Master, changing it to be from me rather than from you, by next Wednesday the 21<sup>st</sup>, at the latest.

I assure you that this is as good as DONE on my end, so please don't waste a moment worrying about responding to my counter-complaint.

If there is something which I can email you, prior to visiting a notary or the courthouse, which will offer you or Edward more assurance, please simply email it to me and I'll be glad to sign, scan, and email it back to you, that very same day. (Provided it is in alignment with these stated plans.)

Please do ask Edward tomorrow, those few questions which I already sent you, so that I can draft the paperwork this weekend.

Feel free to let me know if you have any questions for me.

Thank you!

## Jeff Fenton

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**From:** Fawn Fenton  
**Sent:** Thursday, November 15, 2018 5:28 PM  
**To:** Jeff Fenton  
**Subject:** FW: 47426

Hello,  
Attached... Edward's forms have been approved by the court.

So you need to take those Word documents I forwarded you from Edward a couple of weeks ago, and you need to "save-as" and make your own similar documents, substituting your information instead of Edward's, and on the "certificate of service" page, substituting my name and address instead of yours.

## Jeff Fenton

---

**From:** Jeff Fenton  
**Sent:** Thursday, November 15, 2018 8:43 PM  
**To:** Fawn Fenton; Fawn Fenton  
**Subject:** RE: 47426 (CONFIRMATION OF COMMITMENT)

To further clarify, I WILL DRIVE down to the Williamson County Clerk and Master, in person, receiving the time-stamped forms back while I'm there, to be scanned and emailed to you that same night, by this coming Wednesday the 21<sup>st</sup>, at the latest.

Thanks.

## Jeff Fenton

### METICULOUS.TECH

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

Technical Consulting, Services, and Solutions,  
When it's worth doing RIGHT the first time!

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

A Division of Meticulous Marketing LLC

**From:** Jeff Fenton  
**Sent:** Thursday, November 15, 2018 7:37 PM  
**To:** Fawn Fenton; Fawn Fenton  
**Subject:** RE: 47426 (CONFIRMATION OF COMMITMENT)  
**Importance:** High

Hello Fawn,

The purpose of this email is to confirm what I've already told you: that I WILL file the non-suit documentation which you have provided me, with the Williamson County Clerk and Master, changing it to be from me rather than from you, by next Wednesday the 21<sup>st</sup>, at the latest.

I assure you that this is as good as DONE on my end, so please don't waste a moment worrying about responding to my counter-complaint.

If there is something which I can email you, prior to visiting a notary or the courthouse, which will offer you or Edward more assurance, please simply email it to me and I'll be glad to sign, scan, and email it back to you, that very same day. (Provided it is in alignment with these stated plans.)

Please do ask Edward tomorrow, those few questions which I already sent you, so that I can draft the paperwork this weekend.

Feel free to let me know if you have any questions for me.

Thank you!



## Jeff Fenton

---

**From:** Jeff Fenton  
**Sent:** Thursday, November 15, 2018 8:22 PM  
**To:** Fawn Fenton  
**Subject:** Re: 47426

I'm not trying to trick you into anything. I will do the non-suit also. I'll do whatever you need as quickly as I can, once I understand the process. Don't waste your time answering my counter, unless you are really bored.

This email here is proof that I will drop my suit and that you need not answer. I'll get more concrete proof into your hands, as soon as I'm sure what I'm doing.

Isn't it amazing how it takes someone a month to provide you with a little piece of paper, then they need you (me) to hurry and respond overnight.

As long as you can ask Edward my questions tomorrow, and get answers to me by Saturday sometime, then I will draft the forms Sunday or Monday, and take them to the courthouse probably Tuesday the 20th, or Wednesday the 21st at the latest.

I'll just scan and email them to you both to save time mailing, or maybe I should mail too, but I'll still scan and email so you will have assurance as quickly as possible.

That's plenty of time to prevent you from wasting your time. That goof ball never even got my reply and counter-complaint to you, but no worries.

You've got nothing to worry about. The last thing I want is to keep him in my life! 😊

I'll send you a more professional looking email without all the "goofball" quotes, in just a couple a minutes.

Please do get back with me about my questions.

Thanks  
Jeff

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

I have always dealt with Ms. Fawn Fenton in good-faith. That includes in every action and attempt at obtaining a divorce. Including my every action and filing in Chancery Court docket #48419B. **I have never tried to trick her or cheat her out of anything.**

If only she and her counsel to follow (in docket #48419B) could say the same. We would have saved hundreds of thousands of dollars in cash and home equity, while saving us both from over four years of litigious torture, financial/vocational unsustainability, uncertainty, and hell.

I have been falsely portrayed as a "monster", but I am the only party who has consistently tried to act honorably, with integrity, honestly, and in good-faith with every court to date.



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



Thanks!

I was just reading about the 2018 tax code...

Have you figured out the income tax ramifications of having no mortgage interest deduction (because you will live in an apartment), plus no spousal dependant (another lost \$12k write-off), plus not being able to write-off the alimony you pay me, combined with the new 2018 tax laws? (Not to mention the loss of the "business in home" and other MM write-offs)?

Seriously, I'm concerned for how you have and continue to set yourself-up for your future.

It looks to me, like you will have double the taxable income that you previously had, which won't likely change for 5-10 years, until you can afford to purchase another condo and complete paying my alimony.

Have you really ran the numbers on all of this and considered for a moment if maybe there is some way for you to mitigate your tax losses?

It looks to me like you have created and are walking into the worst possible scenario tax wise, which will largely defeat much of the vocational success you've reached in recent years.

Am I missing something, misreading something, not understanding anything correctly? Have you discussed options with a CPA or even your brother, or someone with an MBA, or at least a tax professional?

I hate to see you screw yourself, especially to solely benefit Uncle Sam.

Is there no better way of doing this?

Dec 22, 2018



Correct, my tax situation is going to suck for a very long time.

Fawn Fenton (mobile) • Dec 22, 2018

Is there nothing we can do h

To help that?

Dec 22, 2018



Not that I know of.

Fawn Fenton (mobile) • Dec 22, 2018

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



**The Moment I KNEW!**

Have you talked to your brother about it or asked an accountant?

Dec 22, 2018



Yes I've talked to mark and my dad. No haven't talked to an accountant. 90k gross - 31k taxes - 21k alimony = 38k net. Plus or minus.

Fawn Fenton (mobile) • Dec 22, 2018

**No Incentive to Earn!**

**Goodbye Alimony!**

Didn't your dad or Mark have any suggestions to bring down those insane taxes?

Dec 22, 2018



Nope. This is why I cannot afford to keep house, and need sale to help pay down debts.

Fawn Fenton (mobile) • Dec 22, 2018



Yet the house would save you how much in taxes?

Debts are all from this year... how did we fall so far so fast?

Dec 22, 2018



Someday when alimony is done, I can get a job making only \$43k gross and have same net of +/- \$38k.

Fawn Fenton (mobile) • Dec 22, 2018

**The Goal :/**

That is crazy... their must be a smarter way to spend all that you've worked for?

So back to the house, how much does the mortgage interest take off your taxes?

Your dad and Mark didn't have any suggestions to help you pay less in taxes?

Hello?

If you kept house, you would have a massive tax write-off, plus if you got one female roommate, you would be earning equity, have money to slowly

Dec 22, 2018



Mortgage interest is about \$12k.

Fawn Fenton (mobile) • Dec 22, 2018



Trump's tax law sparks year-end rush to finalize divorces | TheHill



# Trump's tax law sparks year-end rush to finalize divorces

BY NAOMI JAGODA · 12/16/18 07:15 AM EST

166 SHARES

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TWEET

## Just In...

**Lujan stroke jolts 50-50 Senate**

SENATE — 2M 25S AGO

**US calls on UN Security Council to hold meeting over latest North Korea missile test**

INTERNATIONAL — 10M 21S AGO

**Guinea-Bissau president confirms coup attempt, says it was thwarted**

INTERNATIONAL — 30M 29S AGO

**King Soopers union approves new contract with Kroger**

STATE WATCH — 39M 8S AGO

**Ex-DHS leader says conspiracy to seize voting machines could be crime**

ADMINISTRATION — 1H 5M AGO

**Hoyer tests positive for COVID-19**

HOUSE — 1H 8M AGO

**Lawmakers face time crunch to clinch funding deal**

FINANCE — 1H 19M AGO

**GOP can't escape Trump-fueled election controversies**

SENATE — 1H 19M AGO

VIEW ALL



Divorcing couples are scrambling to finalize their cases before the end of the year as a result of President Trump's tax law.

The 2017 GOP tax overhaul eliminates the deduction for alimony payments in divorce agreements entered into after Dec. 31, 2018. That means beginning next month, tax savings for many divorcing couples will be smaller than they are now.

Divorce lawyers and financial planners say they are racing to have couples complete their agreements before the changes take effect.

Twenty-seven percent of Certified Public Accountant (CPA) financial planners have seen an increase in the number of clients aiming to finalize their divorces this year, with 6 percent reporting a substantial increase, according to survey results released Thursday by the American Institute of CPAs.

"It is a complete madhouse," said Jacqueline Newman, managing partner at Berkman Bottger Newman & Rodd in New York.

She said her firm has been scheduling closings in cases where all the terms of a settlement haven't been agreed to yet.

About 586,000 tax returns claimed the alimony deduction for the 2016 tax year, according to IRS data. And around 164,000 of those were from people with income between \$100,000 and \$200,000.

The 2017 tax law significantly changes the way alimony payments are treated in the U.S. tax code.





# CLARIFICATION: Changes to deduction for certain alimony payments effective in 2019

This article clarifies information provided in IRS Publication 5307, Tax Reform Basics for Individuals and Families for the repeal of deduction for alimony payments under the Tax Cuts & Jobs Act of 2017.

Alimony or separation payments paid to a spouse or former spouse under a divorce or separation agreement, such as a divorce decree, a separate maintenance decree, or a written separation agreement, may be alimony for federal tax purposes. Alimony or separation payments are deductible if the taxpayer is the payer spouse. Receiving spouses must include the alimony or separation payments in their income.

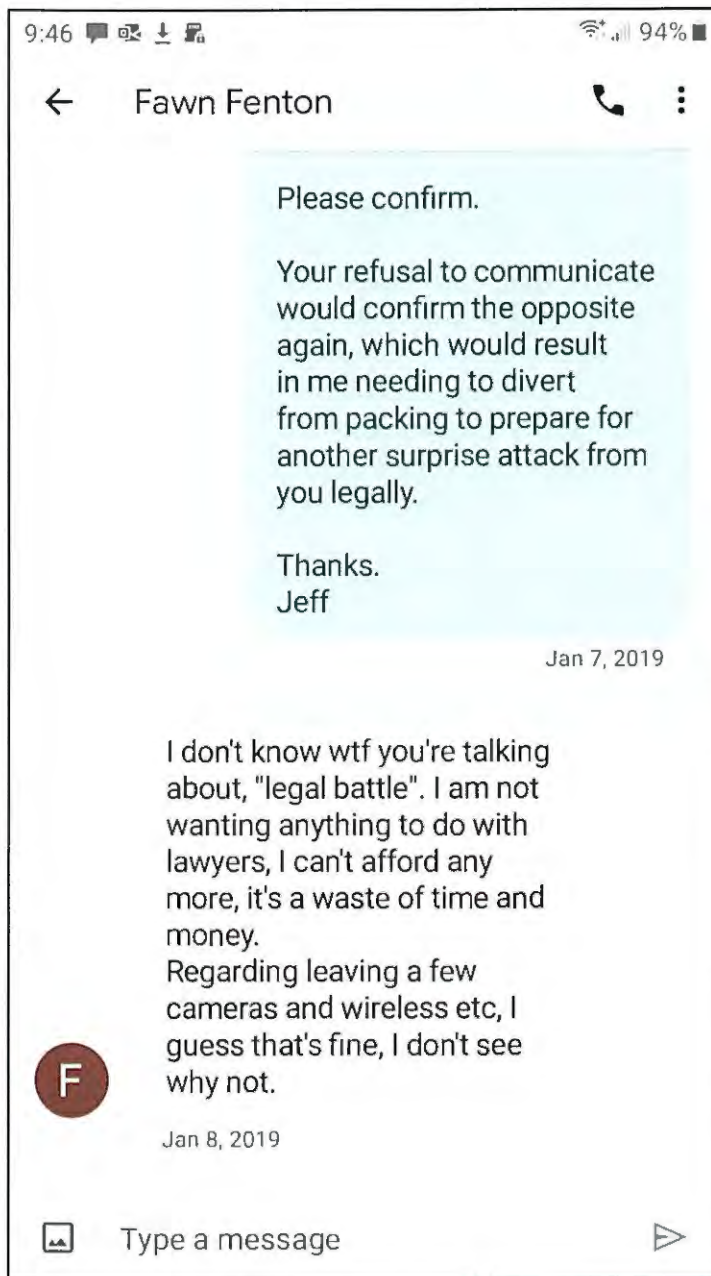
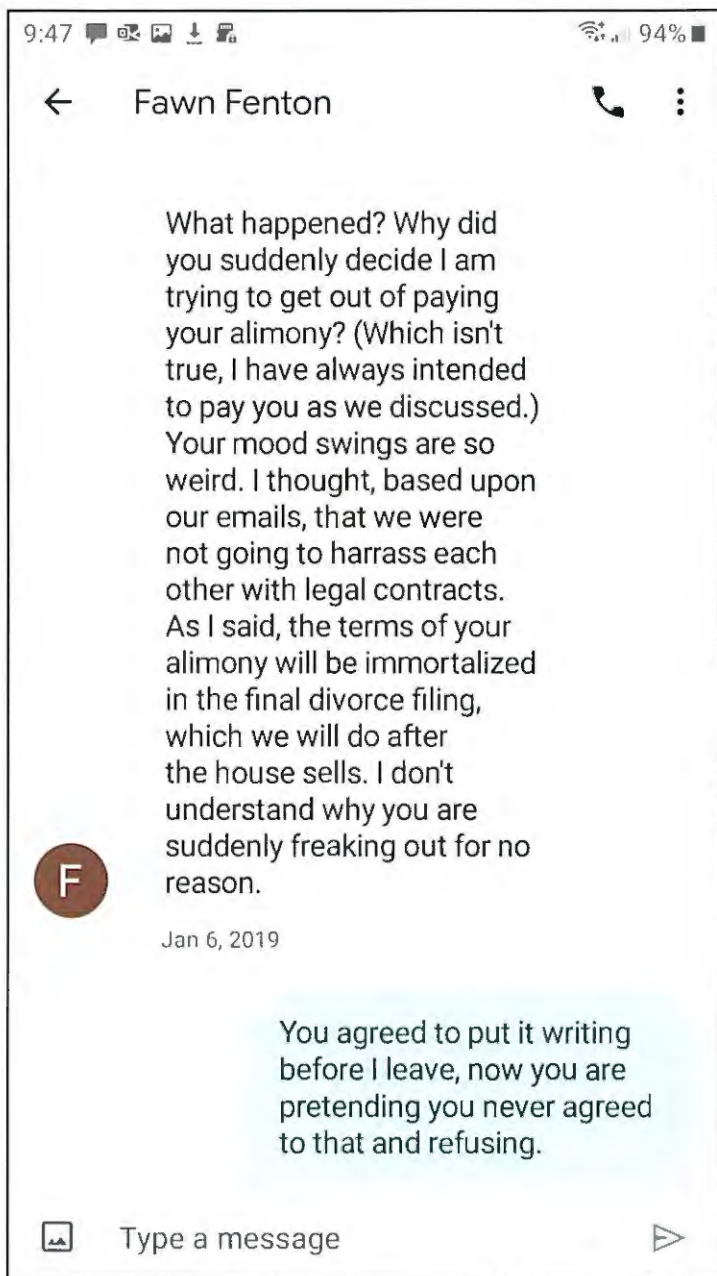
Beginning Jan. 1, 2019, alimony or separate maintenance payments are not deductible from the income of the payer spouse, or includable in the income of the receiving spouse, if made under a divorce or separation agreement executed after Dec. 31, 2018.

This also applies to a divorce or separation agreement executed on or before Dec. 31, 2018, and modified after December 31, 2018, as long as the modification:

- changes the terms of the alimony or separate maintenance payments; and
- states that the alimony or separate maintenance payments are not deductible by the payer spouse or includable in the income of the receiving spouse.

On the other hand, generally alimony or separate maintenance payments are deductible from the income of the payer spouse and includable in the income of the receiving spouse, if made under a divorce or separation agreement executed on or before Dec. 31, 2018, even if the agreement was modified after December 31, 2018, so long as the modification is not one described in the preceding paragraph.

*Page Last Reviewed or Updated: 24-Mar-2021*





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:** (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



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:** 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](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.

Fawn Fenton

(615) [REDACTED]-7377 • mobile



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



Fawn Fenton (mobile) • Jan 30, 2019

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



Jan 30, 2019

## Jeff Fenton

---

**From:** Jeff Fenton  
**Sent:** Thursday, January 31, 2019 3:46 PM  
**To:** Fawn Fenton  
**Cc:** Terry M. Huff  
**Subject:** RE: Selling our Home and my Personal Property, while Remaining here in Nashville

Fawn,

If you prefer, I am agreeable with pursuing a collaborative divorce simultaneously with Sandy, while splitting the sale proceeds equally, to each payoff our respective debts. That would ultimately accomplish your goals, as well as mine. Solving the sale of our house, the execution of a divorce, my future alimony/support (with which for me to rent another place to live, while hopefully pursuing some vocational training), and ensure that you receive an equal portion of the sale proceeds, towards paying off your debts.

I actually would prefer this route, which I believe can be very easily and affordably continued. I would like a NEUTRAL THIRD-PARTY to write-up our MDA, simply in all fairness to us both, while keeping our costs as low as possible. Otherwise we will both need our own counsel, to ensure that the MDA is equally fair to us both.

I believe that there are some attorneys, who just perform simple divorces, where both parties are agreeable to the terms, for a very low fee. (I remember paying only around \$1,000 for my last divorce in Nashville, but that was 15 years ago. Still that is a LOT cheaper route!) What did it cost for you and Kris to get divorced? How did you two facilitate it? You both jointly owned the condo... how did that legally work out?

Please let me know your thoughts.

Thanks!

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

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UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MICHIGAN

JEFFREY RYAN FENTON,

PLAINTIFF

v.

VIRGINIA LEE STORY ET AL.,

DEFENDANTS

CASE NO. 1:23-cv-1097

SMALL INDIVIDUAL EXHIBITS WITH WEB URLS  
FOR QUICK & EASY REFERENCE (SECTION 2 OF 4)

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. Per the Clerk's request last time, I did not bind it.
5. 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

17195 SILVER PARKWAY, #150

FENTON, MI, 48430-3426

JEFF.FENTON@LIVE.COM

(P) 615.837.1300

(F) 810.255.4438

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

**F** Yep Brentwood Kroger.  
Is your ADHD group helpful?  
Thank you very much for the plant!!

Fawn Fenton (mobile) • Feb 4, 2019

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

That way it costs my mom half as much.

It was a good meeting.

You're welcome for the plant!

We must have literally driven past each other.

Feb 4, 2019

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

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

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

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



Feb 5, 2019

**F** Thank you, I appreciate that.  
😊

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

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.

F

Fawn Fenton (mobile) • Feb 6, 2019

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

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



Feb 6, 2019

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

F

Fawn Fenton (mobile) • Feb 6, 2019

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

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

That sounds pretty awful! Was Sarah like wtf mommie?



Feb 6, 2019

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

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.

Lo! 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 Fenton  
(615) [REDACTED]-7377 • mobile



How are you? I have been falling apart, crying off and on all day. I wish things were better, for both of us.

Fawn Fenton (mobile) • Feb 6, 2019

Hello Tootles!

Ok, here's what I've figured out:

We can communicate in the language of cute critters, but for any other sort of communication, we need either an independant third party to help ground us both, to find our commonalities, and differences, to work through our differences in a way that is caring and fair, and to help us each recognize what is our own funk (ADHD & OCPD for me, Depression & Hopelessness for you) so that we can each work on our own bagage, without clobbering the other with it.

For our personal relations, the independant third party could probably be a good counselor (Terry could recommend), they may also be able to help us with the terms of our divorce and house sale, or maybe we would need Sandy for that part.

So in my opinion, we should stick to the language of 'cute critters', instead of repeatedly bombarding each other with our resentments, without making any headway.

I do still want to communicate with you, and I appreciate the fact that you have been more responsive to my texts and calls, instead of blowing me off for days or a week, or never addressing my attempts to communicate at all.

I believe that we BOTH have a "BLIND SPOT" though, which we need professional help to learn to recognize and take ownership of, rather than continuing to abuse the other with it.

The old adage of, "you can be right, or you can gave relationship" also comes to mind. I THINK that we both value maintaining a relationship at some level, be that friends or with a WHOLE LOT of healing, and a touch from God, something more.

Right now I'd just like to work on the challenge of being FRIENDS!

I love to communicate with you, when you are sharing from the heart, or being light-hearted, playful or goofy, sharing with me about your work or family, or anything besides US, terms of property division and alimony, along with any other challenges which still FACE us (collectively), because then your entire posture changes, and you become Warrior Chickie", who believes that there are no fair compromises and that you need to fight for your life or be bulldozered over.



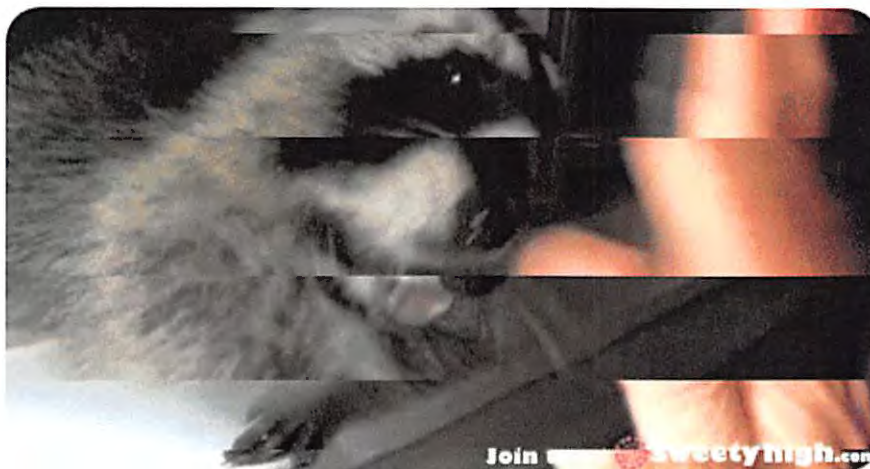
Fawn Fenton  
(615) [REDACTED]-7377 • mobile



Certainly there have been times in your life when that has been true, but in my opinion that has been the exception rather than the rule. Either way. "Warrior Chickie" brings out "Hyde", and the two of them just verbally hurt each other, without really yielding any progress, resulting in more resentments and hurt feelings, and is otherwise completely unproductive in my point of view.



Feb 9, 2019



F

Yes, let's not talk about relationship crap. It never works, neither of us can hear the other. Stick to cute critters is good.

Fawn Fenton (mobile) • Feb 9, 2019



Is there anything FUN that you'd like (or be willing) to do with me this weekend, for an hour or two? (With the understanding that we leave "Warrior Chickie" and "Hyde" at home, keep it light hearted, and just have FUN?)



Feb 9, 2019

## 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.

[YOUR ACCOUNT](#) [HELP CENTER](#) [HELP FORUM](#)

To edit your email preferences for text messages, go to the [email notification settings](#) in your account.

**Google**

Google LLC  
1600 Amphitheatre Pkwy  
Mountain View CA 94043 USA

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



## Jeff Fenton

---

**From:** Jeff Fenton  
**Sent:** Thursday, February 21, 2019 11:07 PM  
**To:** Fawn Fenton  
**Subject:** Re: Confirmation of changes to your membership

Hello Fawn,

I just saw this.

I only use netflix on one screen myself. The difference is not the number of screens for me, but the difference between whether it is "ultra hd" (4k), or regular old HD (1080p).

So all our newer 4k tvs, will have their image quality reduced by 75%, to save \$2 per month.

That would suck!

Why are you so concerned with \$2 or even \$15 per month? Would you like to share with me the current details of your cash-flow situation, as I keep requesting, so I can understand how and where I might be able to help, and how much help is needed besides my own obvious financial shortfall each month?

I keep wrestling with trying to prioritize tech training, vs entry level job, vs roommate, and though I'm trying to "multi-task", I'd really prefer to be on your team, rather than just being seen as your adversary.

I honestly don't wish any hardship upon you, and despite our totally screwed situation currently, I want to be part of the solution, not just damned as unworthy to even see your side of the problem, and if or how I might try to help.

If I can figure out how to survive, and stop my negative cash flow, as things have been for months, with me living here and you only directly contributing \$500 per month toward my consumables (which realistically cost me 2-3 times each month, plus counseling), are you going DEEPER into debt each month, cash flowing, treading water, or not?

You don't need to give me a line by line itemization, as you have refused for the past year, if you would just please share with me how the big picture is affecting you monthly at this time (positive or negative cash flow monthly, at minimum payments, and by how much), I would greatly appreciate it.

I'm also confused by your refusal to put the terms which I thought that we had both verbally agreed to on paper, so that we can move forward with selling our house, as you previously were so urgently passionate about.

I can't help but think, that if there were no evil plans to screw me over in some way, either in the division of our sale proceeds (for equal equity of our home), or for your refusal to put in writing the alimony terms which I thought we had previously both agreed upon, at \$1,750 per month, as "Transitional Alimony" (unmodifiable) for 6 years, starting upon the sale of our home.

If you prefer that I stay here for a while, allowing the dust to settle, to ensure that we are both in a healthier place (mentally, emotionally, physically, and financially) prior to making the final decision to sell our home, I'm fine with that. Although I have largely accepted the loss (of our marriage, our family, our home, our property, our prosperity, most of my personal property, my credit, our retirement, our potential, and probably even our destiny in life together (to have a home based fellowship, here in our home, which was part of our motivation for purchasing this property. It seems like lifetimes ago, but our dream, hope, and plan, was to touch the lives

of other people in our neighborhood, with God's acceptance, peace, and love. Which now it appears that the enemy has successfully stolen from us, from God, and from Sunny Side.

Although I grieved that unfathomable, unanticipated, and massively overwhelming LOSS for 9-months, crying every single day that I can recall, finally coming to a place of ACCEPTANCE about what it appears that you are committed to ensuring is completed, at ANY and ALL costs. Despite all else, believing that will somehow benefit you, while really costing us both everything, for nothing of real mental, emotional, or spiritual value to you.

Although I've accepted that this will most likely be the outcome of our marriage and the foundational undertones which the remainder of our lives will be built upon, and I have realized and DECIDED, that in the end it is all just "stuff", and though my future may look 100x worse than it did two or three years ago, which I am powerless over stopping without you, that I WILL SURVIVE, and in time I WILL regain my strength and my independence once more.

That ultimately, much by my own hands, I have been maimed, but I have not been destroyed. Although I will probably never "like" it, my life will continue no matter how badly we both are crippled by our CHOICES in this horrific season.

Although I still would like not to lose any more than is necessary, and I may still need to work through my grief and loss again, before it is all over, the premise of my acceptance is that I may well lose EVERYTHING. Holding back not a single toy, tool, or treasure.

It is when I try to hold on, without you ON MY SIDE, that I experience such overwhelming pain and fear.

I can't do that anymore. I will probably need to refresh my memory on this a few times, before it will all be over, if there is such a thing.

So I am certainly in no hurry to sell our home, but I am completely willing to cooperate. What puzzles me the most, is why aren't you willing to put your words in ink? Are you honestly taking a moment to reconsider our loss, or were somehow your plans to betray me (yet again), spoiled by my decision to remain here?

What motivation is so strong, as to keep you from putting your own words into writing, so that you can have what you claim that you want?

Those are the questions which I am left with.

Goodnight my Love!

Cuddle my puppy for me, and maybe she will give you a kiss in return from me. From my heart, to Sarah's, and then to yours.

May the peace and protection of almighty God be with you and watch over your household and your heart!

I miss you all!

JEFF

Sent from my METICULOUS Android

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**From:** Fawn Fenton  
**Sent:** Thursday, February 21, 2019 4:23:23 PM  
**To:** Jeff Fenton  
**Subject:** FW: Confirmation of changes to your membership



FYI... going up by \$2 per month.

Can I change the plan to 2 screens instead of 4 screens to get back down to what I'm paying now?

**From:** Netflix <info@mailier.netflix.com>

**Sent:** Tuesday, February 19, 2019 12:44 AM

**To:** [REDACTED]

**Subject:** Confirmation of changes to your membership

# NETFLIX

## New pricing

Hi Fawn,

The cost of your Premium plan (4 screens at a time + Ultra HD) has changed to \$15.99 a month. This change takes effect Sunday, March 17th, 2019. You can view your updated membership details by visiting your [Account](#).

Keep watching what you want, when you want and know that we're working to improve the Netflix experience for everyone, everywhere. Thanks for being a loyal member.

We're here to help if you need it. Visit the [Help Center](#) for more info or [contact us](#).

–The Netflix Team

[VIEW ALL TV SHOWS & MOVIES](#)>

Questions? Call 1-866-579-7172

This account email has been sent to you as part of your Netflix membership. To change your email preferences at any time, please visit the [Communication Settings](#) page for your account.



## 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.

**LEASE AGREEMENT**

FOR 1986 SUNNY SIDE DRIVE, BRENTWOOD, TENNESSEE 37027

1. **PARTIES** This Lease Agreement is entered into this 26<sup>th</sup> 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 6 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.
8. **WILDLIFE** Wildlife shall be protected and cared for on this property, except for insects. Anyone intentionally harassing, scaring, or harming wildlife on or around this property, will be in express violation of this Lease Agreement, and may at the LANDLORD'S discretion have their Lease Agreement terminated, while forfeiting their Security Deposit to LANDLORD.
9. **UTILITIES** The LANDLORD is responsible for paying the electric, water, trash removal, and Internet service provided to the property, as long as the TENANT does not reduce the temperature settings on the HVAC below 70 degrees or cause any significant increases in the costs of said utilities provided.

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.

Specifically prevented items, from being flushed down the toilet, include:

Paper towels, condoms, sanitary napkins, pads, and tampons. Any wrappers or other refuse. Of particular concern, which has caused problems in the past, are the SANITARY WIPES, whether medicated or otherwise, even if they claim to be biodegradable or "septic safe", please NEVER flush these products down the toilet. Please also educate your guest about this concern, since this house has been without a working septic system for a week before and using a porta-potty while not being able to shower for a week, is no fun! On the same note, if the field lines of the septic system get clogged, I've been told that they can't realistically be "fixed" without being replaced, and that work would cost upwards of \$15,000! I can't even imagine how LONG such a project would take, so please show a little respect and care for our septic system. Whenever it is treated right, then it works right, but when not, it gets really ugly, really quickly. (Any of the forbidden items, should be wrapped in toilet paper and deposited in the trash. Another solution which has worked in the past, is placing the items inside of pet waste disposal bags, and then putting them in the trash.)

- 10. **PERSONAL PRIVACY & PEACEFUL ENJOYMENT** TENANTS shall be entitled to their own Personal Privacy & Peaceful Enjoyment of the Leased Property. Neither the TENANTS, the Landlord, nor the Landlord's agents or assigns, shall use the Leased Property or behave in such a way as to create a nuisance, annoy, disturb, inconvenience, or interfere with the Peaceful Enjoyment of others at the property, or any nearby resident. TENANTS shall obey all Federal, State, and Local laws. If law enforcement is called to the Leased Property due to the unlawful conduct or activities of any TENANT or their guests, that TENANT shall be considered in Default of this Lease Agreement. Should there be any concern of a domestic disturbance, abuse, violence, drugs, property damage, or similar condition placing the household at risk, then TENANT will need to find other lodging within 24 hours (if they can remain calm and non-threatening throughout that period). In such a case, TENANT would forfeit any pre-paid rents, in addition to their security deposit, for being in default. If the TENANT is unable to calm down or continues to present a credible risk to the property and/or its inhabitants, then the TENANT will need to leave the property immediately, as the lock codes shall be changed, to prevent further access. If deemed necessary, for the purpose of protecting the property and its occupants, the Sheriff's Department will be asked to escort the Tenant, who is in default, from the Leased Property. Under such extreme circumstances, TENANT shall not be allowed to return to the property, to retrieve their personal possessions, without the Sheriff's Department being present, to supervise and ensure TENANT'S peaceful and safe transition out of this property. Again, no funds shall be refunded or returned to the TENANT, after such a traumatic and disruptive incidence.
- 11. **SUBLEASE** The TENANT shall not have the right to pledge or assign his leasehold interest or to sublet the Leased Property or any part thereof.
- 12. **TENANT'S PERSONAL PROPERTY** All of the TENANT'S personal property on the Leased Property shall be at risk of the TENANT only, and the LANDLORD shall not be liable for any damage thereto or theft thereof. The LANDLORD shall not provide any insurance to cover the TENANT'S personal property – the burden of such insurance lies entirely with the TENANT. LANDLORD STRONGLY RECOMMENDS THAT TENANT SECURE ADEQUATE RENTERS INSURANCE TO PROTECT THE TENANT'S PERSONAL PROPERTY.
- 13. **INDEMNIFICATION** TENANT expressly releases the LANDLORD from any and all liability for any damages or injury to the TENANT, their guests, or any other person, or to any property, occurring on or near the Leased Property, unless such damage is the direct result of obviously reckless negligence or an unlawful act of the LANDLORD or their agents.
- 14. **REPAIRS AND REIMBURSEMENT** The Tenant agrees to notify the Landlord and an appropriate representative or agency should the Landlord be unavailable at the time, of the following items immediately upon discovery: fire; gas leaks; electrical shorts; wind or storm damage; burglary, vandalism or other criminal activity on or near the Leased Property; water leaks; plumbing stoppages, heating or air conditioning malfunctions; and major appliance malfunctions. For any damages or malfunctions that occur as a result of the conduct or negligence of the Tenant or the Tenant's guests, the Tenant shall be responsible for all costs of repairs and agrees to pay these damages to the Landlord immediately upon request. The Landlord shall be given reasonable time to arrange for repairs, considering the nature of the problem and availability of repair services and parts for that item.
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- 16. **MOVE-OUT** When moving out, the Tenant agrees to surrender the Leased Property to the Landlord in the same condition as when the Tenant first moved-in, normal wear excepted. "Normal wear" means that which occurs day-to-day without negligence, carelessness, accident, or abuse. Tenant agrees that normal and reasonable wear does NOT include that caused by pets and that the Landlord's judgment shall be the sole factor determining any damage.



17. NOTICE Service of all notices to the Tenant shall be mailed or delivered to the Tenant at the Leased Property.

Service of all notices to the Landlord, and payment of all Rents, shall be mailed to:

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.

18. CASUALTY If the Leased Property is damaged or destroyed by fire, water, lightning, or other disasters that are in no way attributable to acts of the Tenant or the Tenant's occupants or guests to an extent that use of the Leased Property is severely impaired, the Tenant may immediately vacate the Leased Property and shall notify the Landlord, in writing and within fourteen (14) days, of the intent to terminate this Lease Agreement. Upon acceptance of this termination due to Casualty, the Landlord shall return all Security Deposits to the Tenant, and prepaid Rent for that month shall be pro-rated to the date of the Casualty and the remainder returned. Landlord shall not have the common areas of the home remodeled, or any construction performed which may interfere with the Tenant's Personal Privacy & Peaceful Enjoyment of the Leased Property, without first obtaining the written consent of both Tenants to perform such work.

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.

20. DEFAULT Written notice of nonpayment of Rent by Landlord is hereby waived. In the event that Rent is not paid within SEVEN DAYS of the due date, Landlord may terminate this Lease Agreement immediately and proceed with a detainer action for possession of the Leased Property.

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

21. LEGAL FEES & COLLECTIONS Tenant agrees to pay all reasonable attorneys' fees together with any court costs and expenses which Landlord incurs in any action for breach of this Lease Agreement or failure to pay Rent or other monies due, provided the judgment is in the Landlord's favor. Alternately, Landlord agrees to pay all reasonable attorneys' fees together with any court costs and expenses which Tenant incurs in any action for breach of this Lease Agreement by Landlord, for failure to honor or complete the full-term of this Lease, or for opening/entering the Tenant's bedroom for any reason without Tenant's prior permission in writing, on a case-by-case basis. Both Landlord and Tenant reserve the right, to turn any delinquent debts owed to themselves, by the other party, over to a Collection Agency or other such organization which may adversely affect the debtor's credit rating and ability to qualify for credit in the future.

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.


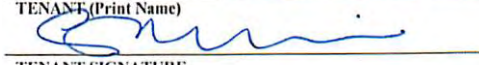
24. LEAD BASED PAINT DISCLOSURE Housing built before 1978 may contain lead-based paint. This property was built in 1977 so it could contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and 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>.

- 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<sup>00</sup>  
TWO HUNDRED FIFTY + NO / 100 DOLLARS

**Pinnacle**

615-744-3700 www.pnfp.com

DEPOSIT FOR LEASE AT  
FOR 1986 SUNNYSIDE DRIVE

*[Signature]* MP

⑆064008 [REDACTED] ⑈

Marked Check



MERRIMAN  
VE  
FRANKLIN, TN 37064

1341  
87-0863/0640  
10

3/26/19  
DATE

PAY TO THE ORDER OF JEFF FENTON | \$ 300<sup>00</sup>  
THREE HUNDRED + NO / 100 DOLLARS

**Pinnacle**

615-744-3700 www.pnfp.com

FOR PARTIAL RENT

*[Signature]* MP

⑆064008 [REDACTED] ⑈

Marked Check



MERRIMAN  
VE  
FRANKLIN, TN 37064

1343  
87-0863/0640  
10

4/1/19  
DATE

PAY TO THE ORDER OF JEFF FENTON | \$ 450<sup>00</sup>  
FOUR HUNDRED FIFTY + NO / 100 DOLLARS

**Pinnacle**

615-744-3700 www.pnfp.com

FOR APRIL RENT BALANCE

*[Signature]* MP

⑆064008 [REDACTED] ⑈


Marked Check





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  
 07.08610640

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  
 DEPOSIT FOR LEASE AT  
 FOR 1936 SUNNYSIDE DRIVE

[Signature]

⑆064008 [REDACTED]

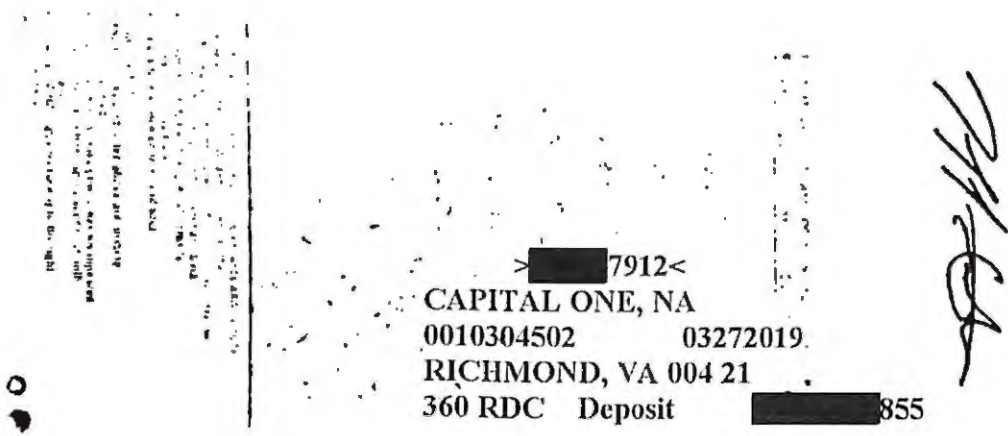
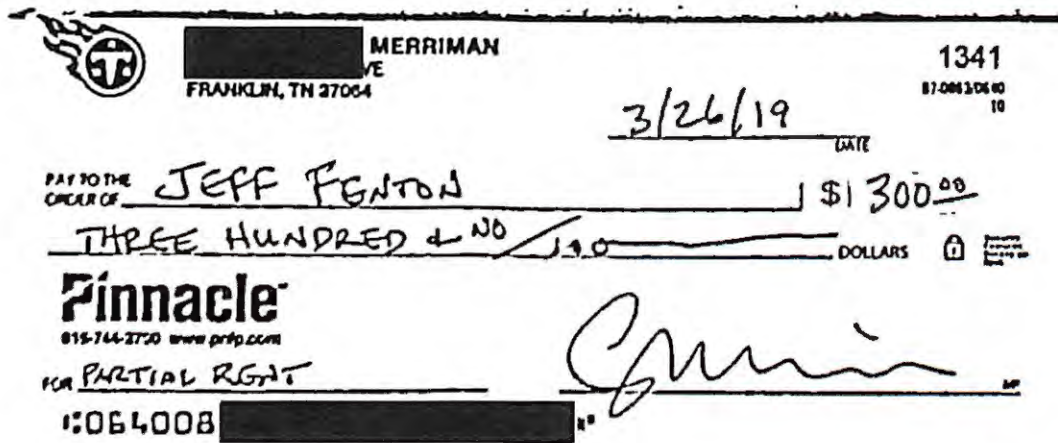
> [REDACTED] 7912 <  
 CAPITAL ONE, NA  
 0010303534 03272019  
 RICHMOND, VA 004 21  
 360 RDC Deposit [REDACTED] 604

[Signature]



Check Details


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





Check Details

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

 **MERRIMAN**  
 FRANKLIN, TN 37064

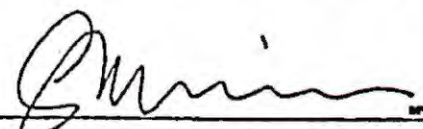
1343  
8706320640  
10


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 

⑆064008 

>  7912 <

CAPITAL ONE, NA  
 0056236578 04012019  
 RICHMOND, VA 353 21  
 360 RDC Deposit  855





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

1. **PARTIES** This Lease Agreement is entered into this 9<sup>th</sup>, 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.
  - 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.
  
8. **WILDLIFE** Wildlife shall be protected and cared for on this property, except for insects. Anyone intentionally harassing, scaring, or harming wildlife on or around this property, will be in express violation of this Lease Agreement, and may at the LANDLORD'S discretion have their Lease Agreement terminated, while forfeiting their Security Deposit to LANDLORD.
  
9. **UTILITIES** The LANDLORD is responsible for paying the electric, water, trash removal, and Internet service provided to the property, as long as the TENANT does not reduce the temperature settings on the HVAC below 70 degrees or cause any significant increases in the costs of said utilities provided.

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.

**Specifically prevented items, from being flushed down the toilet, include:**

Paper towels, condoms, sanitary napkins, pads, and tampons. Any wrappers or other refuse. Of particular concern, which has caused problems in the past, are the SANITARY WIPES, whether medicated or otherwise, even if they claim to be biodegradable or "septic safe", please NEVER flush these products down the toilet. Please also educate your guest about this concern, since this house has been without a working septic system for a week before and using a porta-potty while not being able to shower for a week, is no fun! On the same note, if the field lines of the septic system get clogged, I've been told that they can't realistically be "fixed" without being replaced, and that work would cost upwards of \$15,000! I can't even imagine how LONG such a project would take, so please show a little respect and care for our septic system. Whenever it is treated right, then it works right, but when not, it gets really ugly, really quickly. (Any of the forbidden items, should be wrapped in toilet paper and deposited in the trash. Another solution which has worked in the past, is placing the items inside of pet waste disposal bags, and then putting them in the trash.)

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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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21. LEGAL FEES & COLLECTIONS Tenant agrees to pay all reasonable attorneys' fees together with any court costs and expenses which Landlord incurs in any action for breach of this Lease Agreement or failure to pay Rent or other monies due, provided the judgment is in the Landlord's favor. Alternately, Landlord agrees to pay all reasonable attorneys' fees together with any court costs and expenses which Tenant incurs in any action for breach of this Lease Agreement by Landlord, for failure to honor or complete the full-term of this Lease, or for opening/entering the Tenant's bedroom for any reason without Tenant's prior permission in writing, on a case-by-case basis. Both Landlord and Tenant reserve the right, to turn any delinquent debts owed to themselves, by the other party, over to a Collection Agency or other such organization which may adversely affect the debtor's credit rating and ability to qualify for credit in the future.
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>.




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

 Garcia  
 TENANT (Print Name)  
 Jose M Garcia  
 TENANT SIGNATURE  
 4/9/2019 3:20 pm  
 BINDING AGREEMENT DATE TIME

TENANT'S INITIALS: JG



CASHIER'S CHECK  
04/09/2019

██████████ 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



⑈ 55052 ██████████ ⑈



### Check Details

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

**REGIONS** CASHIER'S CHECK 81-1670 [REDACTED] 8062  
04/09/2019  
SIX HUNDRED FIFTY DOLLARS AND 00 CENTS  
PAY TO THE ORDER OF: Jeff Fenton  
Regions Bank  
\$650.00  
Authorized Signature: [Signature] Branch: IN03102 CC102053  
55052 [REDACTED]

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



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](mailto:marybeth@rothschildbklaw.com)

**MARY ELIZABETH AUSBROOKS**  
(See above for address)

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

**Trustee**

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

**Trustee**

**JOHN C. MCLEMORE**  
LAW OFFICE OF JOHN C. MCLEMORE, PLLC  
2000 RICHARD JONES RD., STE. 250  
NASHVILLE, TN 37215  
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](mailto: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 # <u>4</u> ), 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. <b>Last day to File Complaint to Determine Dischargeability of Certain Debts is 8/12/2019.</b> 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 [REDACTED] 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. <b>Responses due by 6/9/2019.</b> (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



## 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

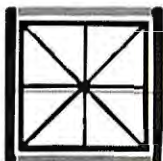
As I re-read this, there is one other substantial concern that I need to address, and that is health insurance. Without health insurance, the price of my meds alone would break me each month (just like your xyrem)!

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 ██████ 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
<b>5. List all payroll deductions:</b>			
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
<b>8. List all other income regularly received:</b>			
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 and Statistical Summary of Certain Liabilities and Related Data</i> , if it applies	12.	\$	5,845.04
			Combined monthly income
<b>13. Do you expect an increase or decrease within the year after you file this form?</b>			
<input checked="" type="checkbox"/> No.			
<input type="checkbox"/> Yes. Explain: <b>Employer Retiring - Closing their Firm - Known Over a Year in Advance</b>			



Adkisson & Associates Architects, Inc.

FILED  
ADKISSON 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 65<sup>th</sup> birthday. As a result, I plan to begin downsizing the Firm so that I can significantly reduce overhead costs prior to the end of the corporate fiscal year end on December 31, 2019.

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

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

With many thanks,

Kenneth C. Akdisson  
President

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

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

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

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number \_\_\_\_\_

Check if this is an amended filing

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

12/15

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

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

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

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

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

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

**Williamson**  
County

- What is the property?** Check all that apply
- Single-family home
  - Duplex or multi-unit building
  - Condominium or cooperative
  - Manufactured or mobile home
  - Land
  - Investment property
  - Timeshare
  - Other \_\_\_\_\_

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

Current value of the entire property?	Current value of the portion you own?
<b>\$425,000.00</b>	<b>\$425,000.00</b>

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

**Tenants by the Entireties**

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

Check if this is community property (see instructions)

- Who has an interest in the property?** Check one
- Debtor 1 only
  - Debtor 2 only
  - Debtor 1 and Debtor 2 only
  - At least one of the debtors and another

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

**Separated Spouse is on Deed only**

**FALSE!!!**

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

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

**\$425,000.00**

**Part 2: Describe Your Vehicles**

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

Fill in this information to identify your case:

Debtor 1 **Fawn** **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 108A/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: <span style="background-color: black; color: black;">XXXXXXXXXX</span> 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 [REDACTED] 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
<b>Savings: First Farmers &amp; Merchants</b> Line from Schedule A/B: 17.3	<u>\$800.00</u>	<input checked="" type="checkbox"/> \$800.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
<b>Savings: Ascend Federal CU</b> Line from Schedule A/B: 17.4	<u>\$150.00</u>	<input checked="" type="checkbox"/> \$150.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
<b>Federal: 2017 Tax Refund</b> Line from Schedule A/B: 28.1	<u>\$1,533.50</u>	<input checked="" type="checkbox"/> \$525.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103

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



**Fill in this information to identify your case:**

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

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

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number  
(if known)

Check if this is an amended filing

Official Form 106D

**Schedule D: Creditors Who Have Claims Secured by Property**

12/15

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**

	Column A Amount of claim Do not deduct the value of collateral.	Column B Value of collateral that supports this claim	Column C Unsecured portion If any
2.1 <b>BanCorp South</b>	\$53,967.42	\$425,000.00	\$0.00
2.2 <b>Bank of America, NA</b>	\$240,182.77	\$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!

**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 \_\_\_\_\_

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

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

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

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

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

- Contingent
- Unliquidated
- Disputed
- Nature of lien. Check all that apply.**
- An agreement you made (such as mortgage or secured car loan)
- Statutory lien (such as tax lien, mechanic's lien)
- Judgment lien from a lawsuit
- Other (including a right to offset) **PMSI**

**Who owes the debt? Check one.**

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

Date debt was incurred **09/15/2016** Last 4 digits of account number \_\_\_\_\_

Add the dollar value of your entries in Column A on this page. Write that number here:  
 If this is the last page of your form, add the dollar value totals from all pages.  
 Write that number here:

<b>\$306,750.19</b>
<b>\$306,750.19</b>

**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 debt, in Part 1, do not fill out or submit this page.



**Fill in this information to identify your case:**

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

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

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number  
(if known)

Check if this is an amended filing

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

**12/15**

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

**Part 1: List All of Your PRIORITY Unsecured Claims**

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

- No. Go to Part 2.
- Yes.

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

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

		Total claim	Priority amount	Nonpriority amount	
2.1	<b>IRS Insolvency</b> Priority Creditor's Name <b>Attn: Officer Manager or Agent</b> <b>PO Box 7346</b> <b>Philadelphia, PA 19101-7346</b> Number Street City State Zip Code Who incurred the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of account number	\$0.00	\$0.00	\$0.00
		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	<b>American Express</b> Nonpriority Creditor's Name <b>Attn: Officer Manager or Agent</b> <b>PO Box 981537</b> <b>El Paso, TX 79998</b> Number Street City State Zip Code Who incurred the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of account number _____ When was the debt incurred? _____ As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of NONPRIORITY unsecured claim: <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify <b>Credit Card</b>	<b>\$9,518.02</b>
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4.2	<b>Ascend Federal Credit Union</b> Nonpriority Creditor's Name <b>Attn: Officer Manager or Agent</b> <b>PO Box 1210</b> <b>Tullahoma, TN 37388</b> Number Street City State Zip Code Who incurred the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of account number _____ When was the debt incurred? _____ As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of NONPRIORITY unsecured claim: <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify <b>Credit Card</b>	<b>\$17,811.23</b>
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4.3	<b>Bank of America</b> Nonpriority Creditor's Name <b>Attn: Officer Manager or Agent</b> <b>PO Box 982238</b> <b>El Paso, TX 79998</b> Number Street City State Zip Code Who incurred the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of account number _____ When was the debt incurred? _____ As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of NONPRIORITY unsecured claim: <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify <b>Credit Card</b>	<b>\$11,793.22</b>
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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? Type of NONPRIORITY unsecured claim:  
 No  Student loans  
 Yes  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? Type of NONPRIORITY unsecured claim:  
 No  Student loans  
 Yes  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 On which entry in Part 1 or Part 2 did you list the original creditor?  
**IRS Insolvency** Line 2.1 of (Check one):  Part 1: Creditors with Priority Unsecured Claims  
**801 Broadway Room 285**  Part 2: Creditors with Nonpriority Unsecured Claims  
**MDP 146**  
**Nashville, TN 37203** Last 4 digits of account number \_\_\_\_\_

Name and Address On which entry in Part 1 or Part 2 did you list the original creditor?  
**US Attorney General** Line 2.1 of (Check one):  Part 1: Creditors with Priority Unsecured Claims  
**US Department of Justice**  Part 2: Creditors with Nonpriority Unsecured Claims  
**950 Pennsylvania Avenue**  
**Washington, DC 20530** Last 4 digits of account number \_\_\_\_\_

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

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

		Total Claim	
Total	<b>6a. Domestic support obligations</b>	6a. \$	<b>0.00</b>

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

6b. \$ 0.00  
 6c. \$ 0.00  
 6d. \$ 0.00

6e. \$ 0.00

Total  
claims  
from Part 2

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

6f. \$ 0.00

Total Claim

6g. \$ 0.00  
 6h. \$ 0.00  
 6i. \$ 48,941.30

6j. \$ 48,941.30



Fill in this information to identify your case:

Debtor 1	<b>Fawn</b>	<b>[REDACTED]</b>	<b>Fenton</b>
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	MIDDLE DISTRICT OF TENNESSEE		
Case number (if known)			

Check if this is an amended filing

## Official Form 106G

### Schedule G: Executory Contracts and Unexpired Leases

12/15

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

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

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

State what the contract or lease is for

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

Assume Residential Lease  
 Ends 08/2020

**Fill in this information to identify your case:**

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

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

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number  
(if known)

Check if this is an amended filing

**Official Form 106H**  
**Schedule H: Your Codebtors**

12/15

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

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

- No
- Yes

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

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

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

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

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

**3.1**

Name \_\_\_\_\_

Number Street  
 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.

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



Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known)

	For Debtor 1	For Debtor 2 or non-filing spouse
Copy line 4 here	4. \$ <b>7,500.00</b>	\$ <b>N/A</b>
<b>5. List all payroll deductions:</b>		
5a. Tax, Medicare, and Social Security deductions	5a. \$ <b>1,654.96</b>	\$ <b>N/A</b>
5b. Mandatory contributions for retirement plans	5b. \$ <b>0.00</b>	\$ <b>N/A</b>
5c. Voluntary contributions for retirement plans	5c. \$ <b>0.00</b>	\$ <b>N/A</b>
5d. Required repayments of retirement fund loans	5d. \$ <b>0.00</b>	\$ <b>N/A</b>
5e. Insurance	5e. \$ <b>0.00</b>	\$ <b>N/A</b>
5f. Domestic support obligations	5f. \$ <b>0.00</b>	\$ <b>N/A</b>
5g. Union dues	5g. \$ <b>0.00</b>	\$ <b>N/A</b>
5h. Other deductions. Specify:	5h.+ \$ <b>0.00</b>	\$ <b>N/A</b>
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6. \$ <b>1,654.96</b>	\$ <b>N/A</b>
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7. \$ <b>5,845.04</b>	\$ <b>N/A</b>
<b>8. List all other income regularly received:</b>		
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. \$ <b>0.00</b>	\$ <b>N/A</b>
8b. Interest and dividends	8b. \$ <b>0.00</b>	\$ <b>N/A</b>
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. \$ <b>0.00</b>	\$ <b>N/A</b>
8d. Unemployment compensation	8d. \$ <b>0.00</b>	\$ <b>N/A</b>
8e. Social Security	8e. \$ <b>0.00</b>	\$ <b>N/A</b>
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. \$ <b>0.00</b>	\$ <b>N/A</b>
8g. Pension or retirement income	8g. \$ <b>0.00</b>	\$ <b>N/A</b>
8h. Other monthly income. Specify:	8h.+ \$ <b>0.00</b>	\$ <b>N/A</b>
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9. \$ <b>0.00</b>	\$ <b>N/A</b>
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. \$ <b>5,845.04</b>	\$ <b>N/A</b>
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. +\$ <b>0.00</b>	
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. \$ <b>5,845.04</b>	<b>Combined monthly income</b>
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: <b>They knew a year in advance, when Ken Adkisson planned to retire, within only a few months.</b>		

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 expenses as of the following date:

\_\_\_\_\_

MM / DD / YYYY

## Official Form 106J Schedule J: Your Expenses

12/15

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

### Part 1: Describe Your Household

1. Is this a joint case?

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

2. Do you have dependents?  No

Do not list Debtor 1 and Debtor 2.

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

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

Do not state the dependents names.

- No
- Yes
- No
- Yes
- No
- Yes
- No
- Yes

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

### Part 2: Estimate Your Ongoing Monthly Expenses

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

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

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

Your expenses	
4. \$	1,229.00

If not included in line 4:

- 4a. Real estate taxes
- 4b. Property, homeowner's, or renter's insurance
- 4c. Home maintenance, repair, and upkeep expenses
- 4d. Homeowner's association or condominium dues
5. Additional mortgage payments for your residence, such as home equity loans

4a. \$	0.00
4b. \$	15.00
4c. \$	0.00
4d. \$	0.00
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" arrears shall include all sums designated as pre-petition arrears in the allowed Proof of Claim plus any post-petition pre-confirmation payments due under the underlying mortgage debt not specified in the allowed Proof of Claim. (ii) Deem the mortgage obligation as current at confirmation such that future payments, if made pursuant to the plan, shall not be subject to late fees, penalties or other charges.

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

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

**Part 10: Signatures:**

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

X /s/ Fawn [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.



Fill in this information to identify your case:

United States Bankruptcy Court for the:  
MIDDLE DISTRICT OF TENNESSEE

Case number (if known) \_\_\_\_\_ Chapter you are filing under:  
 Chapter 7  
 Chapter 11  
 Chapter 12  
 Chapter 13

Check if this an amended filing

# Official Form 101 Voluntary Petition for Individuals Filing for Bankruptcy

12/17

The bankruptcy forms use you and Debtor 1 to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a *joint case*—and in joint cases, these forms use you to ask for information from both debtors. For example, if a form asks, “Do you own a car,” the answer would be yes if either debtor owns a car. When information is needed about the spouses separately, the form uses *Debtor 1* and *Debtor 2* to distinguish between them. In joint cases, one of the spouses must report information as *Debtor 1* and the other as *Debtor 2*. The same person must be *Debtor 1* in all of the forms.

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

**Part 1: Identify Yourself**

**About Debtor 1:**

**About Debtor 2 (Spouse Only in a Joint Case):**

**1. Your full name**

Write the name that is on your government-issued picture identification (for example, your driver's license or passport).

**Fawn**  
First name  
 \_\_\_\_\_  
**[REDACTED]**  
Middle name

First name  
 \_\_\_\_\_  
 Middle name  
 \_\_\_\_\_

Bring your picture identification to your meeting with the trustee.

**Fenton**  
Last name and Suffix (Sr., Jr., II, III)

Last name and Suffix (Sr., Jr., II, III)

**2. All other names you have used in the last 8 years**

Include your married or maiden names.

[REDACTED]

**3. Only the last 4 digits of your Social Security number or federal Individual Taxpayer Identification number (ITIN)**

xxx-xx-2065

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known)

**About Debtor 1:**

**About Debtor 2 (Spouse Only in a Joint Case):**

**4. Any business names and Employer Identification Numbers (EIN) you have used in the last 8 years**

I have not used any business name or EINs.

I have not used any business name or EINs.

Include trade names and doing business as names

Business name(s)

Business name(s)

EINs

EINs

**5. Where you live**

[REDACTED]  
**Brentwood, TN 37027**

Number, Street, City, State & ZIP Code

**Davidson**  
County

If your mailing address is different from the one above, fill it in here. Note that the court will send any notices to you at this mailing address.

Number, P.O. Box, Street, City, State & ZIP Code

**If Debtor 2 lives at a different address:**

Number, Street, City, State & ZIP Code

County

If Debtor 2's mailing address is different from yours, fill it in here. Note that the court will send any notices to this mailing address.

Number, P.O. Box, Street, City, State & ZIP Code

**6. Why you are choosing this district to file for bankruptcy**

Check one:

- Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.
- I have another reason. Explain. (See 28 U.S.C. § 1408.)

Check one:

- Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.
- I have another reason. Explain. (See 28 U.S.C. § 1408.)

Part 2: Tell the Court About Your Bankruptcy Case

7. The chapter of the Bankruptcy Code you are choosing to file under *Check one.* (For a brief description of each, see *Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)*). Also, go to the top of page 1 and check the appropriate box.

Chapter 7

Chapter 11

Chapter 12

Chapter 13

8. How you will pay the fee  I will pay the entire fee when I file my petition. Please check with the clerk's office in your local court for more details about how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money order. If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with a pre-printed address.

I need to pay the fee in installments. If you choose this option, sign and attach the *Application for Individuals to Pay The Filing Fee in Installments (Official Form 103A)*.

I request that my fee be waived (You may request this option only if you are filing for Chapter 7. By law, a judge may, but is not required to, waive your fee, and may do so only if your income is less than 150% of the official poverty line that applies to your family size and you are unable to pay the fee in installments). If you choose this option, you must fill out the *Application to Have the Chapter 7 Filing Fee Waived (Official Form 103B)* and file it with your petition.

9. Have you filed for bankruptcy within the last 8 years?  No.

Yes.

District _____	When _____	Case number _____
District _____	When _____	Case number _____
District _____	When _____	Case number _____

10. Are any bankruptcy cases pending or being filed by a spouse who is not filing this case with you, or by a business partner, or by an affiliate?  No.

Yes.

Debtor _____	Relationship to you _____
District _____	When _____
Case number, if known _____	
Debtor _____	Relationship to you _____
District _____	When _____
Case number, if known _____	

11. Do you rent your residence?  No. Go to line 12.

Yes. Has your landlord obtained an eviction judgment against you?

No. Go to line 12.

Yes. Fill out *Initial Statement About an Eviction Judgment Against You (Form 101A)* and file it with this bankruptcy petition.



**Part 3: Report About Any Businesses You Own as a Sole Proprietor**

12. Are you a sole proprietor of any full- or part-time business?

- No. Go to Part 4.
- Yes. Name and location of business

A sole proprietorship is a business you operate as an individual, and is not a separate legal entity such as a corporation, partnership, or LLC.

If you have more than one sole proprietorship, use a separate sheet and attach it to this petition.

\_\_\_\_\_  
Name of business, if any

\_\_\_\_\_  
Number, Street, City, State & ZIP Code

*Check the appropriate box to describe your business:*

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- None of the above

13. Are you filing under Chapter 11 of the Bankruptcy Code and are you a *small business debtor*?

*If you are filing under Chapter 11, the court must know whether you are a small business debtor so that it can set appropriate deadlines. If you indicate that you are a small business debtor, you must attach your most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. 1116(1)(B).*

For a definition of *small business debtor*, see 11 U.S.C. § 101(51D).

- No. I am not filing under Chapter 11.
- No. I am filing under Chapter 11, but I am NOT a small business debtor according to the definition in the Bankruptcy Code.
- Yes. I am filing under Chapter 11 and I am a small business debtor according to the definition in the Bankruptcy Code.

**Part 4: Report if You Own or Have Any Hazardous Property or Any Property That Needs Immediate Attention**

14. Do you own or have any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety? Or do you own any property that needs immediate attention?

- No.
- Yes.
  - What is the hazard? \_\_\_\_\_
  - If immediate attention is needed, why is it needed? \_\_\_\_\_

*For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?*

Where is the property? \_\_\_\_\_

\_\_\_\_\_  
Number, Street, City, State & Zip Code

**Part 5: Explain Your Efforts to Receive a Briefing About Credit Counseling**

**15. Tell the court whether you have received a briefing about credit counseling.**

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

**About Debtor 1:**

*You must check one:*

- I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

- I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you **MUST** file a copy of the certificate and payment plan, if any.

- I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy. If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

- I am not required to receive a briefing about credit counseling because of:
  - Incapacity.**  
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.
  - Disability.**  
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.
  - Active duty.**  
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver credit counseling with the court.

**About Debtor 2 (Spouse Only in a Joint Case):**

*You must check one:*

- I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

- I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you **MUST** file a copy of the certificate and payment plan, if any.

- I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

- I am not required to receive a briefing about credit counseling because of:
  - Incapacity.**  
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.
  - Disability.**  
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.
  - Active duty.**  
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

Debtor 1 **Fawn ██████ Fenton**

Case number (if known)

**Part 6: Answer These Questions for Reporting Purposes**

16. What kind of debts do you have?
- 16a. Are your debts primarily consumer debts? *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."
- No. Go to line 16b.
- Yes. Go to line 17.
- 16b. Are your debts primarily business debts? *Business debts* are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment.
- No. Go to line 16c.
- Yes. Go to line 17.
- 16c. State the type of debts you owe that are not consumer debts or business debts

17. Are you filing under Chapter 7?
- No. I am not filing under Chapter 7. Go to line 18.
- Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available for distribution to unsecured creditors?
- Yes. I am filing under Chapter 7. Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available to distribute to unsecured creditors?
- No
- Yes

18. How many Creditors do you estimate that you owe?
- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000   | <input type="checkbox"/> 25,001-50,000     |
| <input type="checkbox"/> 50-99           | <input type="checkbox"/> 5001-10,000   | <input type="checkbox"/> 50,001-100,000    |
| <input type="checkbox"/> 100-199         | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999         |  |  |

19. How much do you estimate your assets to be worth?
- |   |  |  |
|---|--|--|
| <input type="checkbox"/> \$0 - \$50,000                   | <input type="checkbox"/> \$1,000,001 - \$10 million    | <input type="checkbox"/> \$500,000,001 - \$1 billion     |
| <input type="checkbox"/> \$50,001 - \$100,000             | <input type="checkbox"/> \$10,000,001 - \$50 million   | <input type="checkbox"/> \$1,000,000,001 - \$10 billion  |
| <input checked="" type="checkbox"/> \$100,001 - \$500,000 | <input type="checkbox"/> \$50,000,001 - \$100 million  | <input type="checkbox"/> \$10,000,000,001 - \$50 billion |
| <input type="checkbox"/> \$500,001 - \$1 million          | <input type="checkbox"/> \$100,000,001 - \$500 million | <input type="checkbox"/> More than \$50 billion          |

20. How much do you estimate your liabilities to be?
- |   |  |  |
|---|--|--|
| <input type="checkbox"/> \$0 - \$50,000                   | <input type="checkbox"/> \$1,000,001 - \$10 million    | <input type="checkbox"/> \$500,000,001 - \$1 billion     |
| <input type="checkbox"/> \$50,001 - \$100,000             | <input type="checkbox"/> \$10,000,001 - \$50 million   | <input type="checkbox"/> \$1,000,000,001 - \$10 billion  |
| <input checked="" type="checkbox"/> \$100,001 - \$500,000 | <input type="checkbox"/> \$50,000,001 - \$100 million  | <input type="checkbox"/> \$10,000,000,001 - \$50 billion |
| <input type="checkbox"/> \$500,001 - \$1 million          | <input type="checkbox"/> \$100,000,001 - \$500 million | <input type="checkbox"/> More than \$50 billion          |

**Part 7: Sign Below**

For you

I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct.

If I have chosen to file under Chapter 7, I am aware that I may proceed, if eligible, under Chapter 7, 11, 12, or 13 of title 11, United States Code. I understand the relief available under each chapter, and I choose to proceed under Chapter 7.

If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document, I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I understand making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

/s/ **Fawn ██████ Fenton**

**Fawn ██████ Fenton** Signature of Debtor 2

Signature of Debtor 1

Executed on **April 26, 2019** Executed on

MM / DD / YYYY MM / DD / YYYY



Debtor 1 **Fawn ██████ Fenton**

Case number (if known)

**For your attorney, if you are represented by one**

I, the attorney for the debtor(s) named in this petition, declare that I have informed the debtor(s) about eligibility to proceed under Chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each chapter for which the person is eligible. I also certify that I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) and, in a case in which § 707(b)(4)(D) applies, certify that I have no knowledge after an inquiry that the information in the schedules filed with the petition is incorrect.

**If you are not represented by an attorney, you do not need to file this page.**

**/s/ Mary Beth Ausbrooks**  
Signature of Attorney for Debtor

Date **April 26, 2019**  
MM / DD / YYYY

**Mary Beth Ausbrooks**  
Printed name

**Rothschild & Ausbrooks PLLC**  
Firm name

**1222 16th Avenue South, Suite 12**  
**Nashville, TN 37212-2926**  
Number, Street, City, State & ZIP Code

Contact phone **(615) 242-3996**

Email address **notice@rothschildbklaw.com**

**3463 TN**  
Bar number & State

Fill in this information to identify your case:

Debtor 1	<b>Fawn</b>	<b>Fenton</b>
	First Name	Last Name
Debtor 2 (Spouse if, filing)		
	First Name	Last Name
United States Bankruptcy Court for the:	MIDDLE DISTRICT OF TENNESSEE	
Case number (if known)		

Check if this is an amended filing

**Official Form 106Sum**  
**Summary of Your Assets and Liabilities and Certain Statistical Information**

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Fill out all of your schedules first; then complete the information on this form. If you are filing amended schedules after you file your original forms, you must fill out a new Summary and check the box at the top of this page.

**Part 1: Summarize Your Assets**

	Your assets Value of what you own
1. <b>Schedule A/B: Property (Official Form 106A/B)</b>	
1a. Copy line 55, Total real estate, from Schedule A/B.....	\$ <u>425,000.00</u>
1b. Copy line 62, Total personal property, from Schedule A/B.....	\$ <u>33,108.50</u>
1c. Copy line 63, Total of all property on Schedule A/B.....	\$ <u>458,108.50</u>

**Part 2: Summarize Your Liabilities**

	Your liabilities Amount you owe
2. <b>Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D)</b>	
2a. Copy the total you listed in Column A, Amount of claim, at the bottom of the last page of Part 1 of Schedule D...	\$ <u>306,750.19</u>
3. <b>Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 106E/F)</b>	
3a. Copy the total claims from Part 1 (priority unsecured claims) from line 6e of Schedule E/F.....	\$ <u>0.00</u>
3b. Copy the total claims from Part 2 (nonpriority unsecured claims) from line 6j of Schedule E/F.....	\$ <u>48,941.30</u>
<b>Your total liabilities</b>	<b>\$ <u>355,691.49</u></b>

**Part 3: Summarize Your Income and Expenses**

4. <b>Schedule I: Your Income (Official Form 106I)</b>	
Copy your combined monthly income from line 12 of Schedule I.....	\$ <u>5,845.04</u>
5. <b>Schedule J: Your Expenses (Official Form 106J)</b>	
Copy your monthly expenses from line 22c of Schedule J.....	\$ <u>3,025.00</u>

**Part 4: Answer These Questions for Administrative and Statistical Records**

6. **Are you filing for bankruptcy under Chapters 7, 11, or 13?**  
 No. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.  
 Yes
7. **What kind of debt do you have?**  
 Your debts are primarily consumer debts. Consumer debts are those "incurred by an individual primarily for a personal, family, or household purpose." 11 U.S.C. § 101(8). Fill out lines 8-9g for statistical purposes. 28 U.S.C. § 159.  
 Your debts are not primarily consumer debts. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.

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

Case number (if known) \_\_\_\_\_

8. From the *Statement of Your Current Monthly Income*: Copy your total current monthly income from Official Form 122A-1 Line 11; OR, Form 122B Line 11; OR, Form 122C-1 Line 14.

\$ 7,500.00

9. Copy the following special categories of claims from Part 4, line 6 of *Schedule E/F*:

From Part 4 on *Schedule E/F*, copy the following:

**Total claim**

9a. Domestic support obligations (Copy line 6a.) \$ 0.00

9b. Taxes and certain other debts you owe the government. (Copy line 6b.) \$ 0.00

9c. Claims for death or personal injury while you were intoxicated. (Copy line 6c.) \$ 0.00

9d. Student loans. (Copy line 6f.) \$ 0.00

9e. Obligations arising out of a separation agreement or divorce that you did not report as priority claims. (Copy line 6g.) \$ 0.00

9f. Debts to pension or profit-sharing plans, and other similar debts. (Copy line 6h.) + \$ 0.00

9g. **Total.** Add lines 9a through 9f.

\$ 0.00



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

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

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

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number \_\_\_\_\_

Check if this is an amended filing

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

12/15

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

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

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

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

1.1

**1986 Sunny Side Drive**

Street address, if available, or other description

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

**Williamson**  
County

**What is the property?** Check all that apply

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

**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*.

<b>Current value of the entire property?</b>	<b>Current value of the portion you own?</b>
<b>\$425,000.00</b>	<b>\$425,000.00</b>

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

**Tenants by the Entireties**

Check if this is community property (see instructions)

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

**Separated Spouse is on Deed only**

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

**\$425,000.00**

**Part 2: Describe Your Vehicles**

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

Debtor 1 **Fawn Fenton**

Case number (if known)

**3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles**

- No
- Yes

3.1 Make: **Toyota**  
 Model: **Prius**  
 Year: **2017**  
 Approximate mileage: **23,000**  
 Other information:  
 VIN: **[REDACTED]**

**Who has an interest in the property?** Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this is community property (see instructions)

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

Current value of the entire property?	Current value of the portion you own?
<b>\$16,375.00</b>	<b>\$16,375.00</b>

**4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories**  
*Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories*

- No
- Yes

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

**\$16,375.00**

**Part 3: Describe Your Personal and Household Items**

Do you own or have any legal or equitable interest in any of the following items?

**Current value of the portion you own?**  
Do not deduct secured claims or exemptions.

**6. Household goods and furnishings**  
*Examples: Major appliances, furniture, linens, china, kitchenware*

- No
- Yes. Describe.....

**Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items**

**\$1,500.00**

**1986 Sunny Side Drive Sofa, Entertainment Center, Lounge Chair, Patio Furniture, File Cabinets, Desk, Lamps, Misc. Household Items**

**\$500.00**

**7. Electronics**  
*Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games*

- No
- Yes. Describe.....

**Cellphone, Laptop, TV, Tablet**

**\$1,000.00**

**8. Collectibles of value**  
*Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles*

- No
- Yes. Describe.....

**Breyer Horses**

**\$900.00**



Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) \_\_\_\_\_

**9. Equipment for sports and hobbies**

*Examples:* Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

No

Yes. Describe.....

**Treadmill \$1,000, Weight Set \$200  
located at 1986 Sunny Side Drive, Brentwood, TN**

**\$600.00**

**10. Firearms**

*Examples:* Pistols, rifles, shotguns, ammunition, and related equipment

No

Yes. Describe.....

**AR15, FN-FAL, Glock 23, Rugger SP101**

**\$2,700.00**

**11. Clothes**

*Examples:* Everyday clothes, furs, leather coats, designer wear, shoes, accessories

No

Yes. Describe.....

**Clothing/Shoes/Purse**

**\$500.00**

**12. Jewelry**

*Examples:* Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

No

Yes. Describe.....

**Wedding Ring \$1500 and Costume jewelry**

**\$1,500.00**

**13. Non-farm animals**

*Examples:* Dogs, cats, birds, horses

No

Yes. Describe.....

**Dog, 2 Bunnies, Fish**

**\$0.00**

**14. Any other personal and household items you did not already list, including any health aids you did not list**

No

Yes. Give specific information.....

**Items in storage  
Books, Luggage, Pet Supplies, Christmas Decorations**

**\$1,000.00**

**2 Aquarium located at 1986 Sunny Side Drive  
2 Aquarium located at [REDACTED]**

**\$2,000.00**

**15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here .....**

**\$12,200.00**

**Part 4: Describe Your Financial Assets**

**Do you own or have any legal or equitable interest in any of the following?**

**Current value of the portion you own?  
Do not deduct secured claims or exemptions.**





Debtor 1 Fawn [redacted] Fenton

Case number (if known)

- No
- Yes..... Institution name and description. Separately file the records of any interests.11 U.S.C. § 521(c):

25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit

- No
- Yes. Give specific information about them...

26. Patents, copyrights, trademarks, trade secrets, and other intellectual property  
Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

- No
- Yes. Give specific information about them...

27. Licenses, franchises, and other general intangibles  
Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

- No
- Yes. Give specific information about them...

Money or property owed to you?

Current value of the portion you own? Do not deduct secured claims or exemptions.

28. Tax refunds owed to you

- No
- Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

2017 Tax Refund	Federal	\$1,533.50
2018 Tax Refund \$2,158.00 \$668.98 to Separated Spouse remainder used on living expenses	Federal	\$0.00

29. Family support  
Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

- No
- Yes. Give specific information.....

30. Other amounts someone owes you  
Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

- No
- Yes. Give specific information..

31. Interests in insurance policies  
Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

- No
- Yes. Name the insurance company of each policy and list its value.

Company name:	Beneficiary:	Surrender or refund value:
---------------	--------------	----------------------------

32. Any interest in property that is due you from someone who has died  
If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

- No
- Yes. Give specific information..

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment  
Examples: Accidents, employment disputes, insurance claims, or rights to sue

- No

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known)

Yes. Describe each claim.....

**34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims**

No  
 Yes. Describe each claim.....

**35. Any financial assets you did not already list**

No  
 Yes. Give specific information..

**36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....**

**\$4,533.50**

**Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.**

**37. Do you own or have any legal or equitable interest in any business-related property?**

No. Go to Part 6.  
 Yes. Go to line 38.

**Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In. If you own or have an interest in farmland, list it in Part 1.**

**46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?**

No. Go to Part 7.  
 Yes. Go to line 47.

**Part 7: Describe All Property You Own or Have an Interest In That You Did Not List Above**

**53. Do you have other property of any kind you did not already list?**

*Examples: Season tickets, country club membership*

No  
 Yes. Give specific information.....

**54. Add the dollar value of all of your entries from Part 7. Write that number here .....**

**\$0.00**

**Part 8: List the Totals of Each Part of this Form**

<b>55.</b>	Part 1: Total real estate, line 2 .....	<b>\$425,000.00</b>	
<b>56.</b>	Part 2: Total vehicles, line 5	<u><b>\$16,375.00</b></u>	
<b>57.</b>	Part 3: Total personal and household items, line 15	<u><b>\$12,200.00</b></u>	
<b>58.</b>	Part 4: Total financial assets, line 36	<u><b>\$4,533.50</b></u>	
<b>59.</b>	Part 5: Total business-related property, line 45	<u><b>\$0.00</b></u>	
<b>60.</b>	Part 6: Total farm- and fishing-related property, line 52	<u><b>\$0.00</b></u>	
<b>61.</b>	Part 7: Total other property not listed, line 54	<u><b>\$0.00</b></u>	+
<b>62.</b>	Total personal property. Add lines 56 through 61...	<u><b>\$33,108.50</b></u>	Copy personal property total <u><b>\$33,108.50</b></u>
<b>63.</b>	Total of all property on Schedule A/B. Add line 55 + line 62		<b>\$458,108.50</b>



Fill in this information to identify your case:

Debtor 1	<b>Fawn</b>	<b>Fenton</b>	
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	MIDDLE DISTRICT OF TENNESSEE		
Case number (if known)			

Check if this is an amended filing

Official Form 106C

**Schedule C: The Property You Claim as Exempt**

4/19

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

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

**Part 1: Identify the Property You Claim as Exempt**

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

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

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

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

Debtor 1 **Fawn Fenton**

Case number (if known)

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

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

**Fill in this information to identify your case:**

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

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

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number  
(if known)

Check if this is an amended filing

Official Form 106D

**Schedule D: Creditors Who Have Claims Secured by Property**

12/15

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

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

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

**Part 1: List All Secured Claims**

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

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

2.1 **BanCorp South**  
Creditor's Name

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

Number, Street, City, State & Zip Code

Describe the property that secures the claim:

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

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

- Contingent
  - Unliquidated
  - Disputed
- Nature of lien. Check all that apply.
- An agreement you made (such as mortgage or secured car loan)
  - Statutory lien (such as tax lien, mechanic's lien)
  - Judgment lien from a lawsuit
  - Other (including a right to offset) Home Equity Line of Credit

Who owes the debt? Check one.

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

Date debt was incurred \_\_\_\_\_ Last 4 digits of account number \_\_\_\_\_

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

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

Number, Street, City, State & Zip Code

Describe the property that secures the claim:

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

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

- Contingent
  - Unliquidated
  - Disputed
- Nature of lien. Check all that apply.
- An agreement you made (such as mortgage or secured car loan)
  - Statutory lien (such as tax lien, mechanic's lien)
  - Judgment lien from a lawsuit
  - Other (including a right to offset) First Mortgage

Who owes the debt? Check one.

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

Date debt was incurred \_\_\_\_\_ Last 4 digits of account number \_\_\_\_\_



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

<b>2.3</b>	<b>Toyota Motor Credit Co.</b>	Describe the property that secures the claim:	<b>\$12,600.00</b>	<b>\$16,375.00</b>	<b>\$0.00</b>
Creditor's Name <b>Attn Officer Manager or Agent</b> <b>5005 N River Blvd. NE</b> <b>Cedar Rapids, IA</b> <b>52411-6634</b>		<b>2017 Toyota Prius 23,000 miles</b> <b>VIN: [REDACTED]</b>			
Number, Street, City, State & Zip Code		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			

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:  
 If this is the last page of your form, add the dollar value totals from all pages.  
 Write that number here:

<b>\$306,750.19</b>
<b>\$306,750.19</b>

**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** **Fenton**  
First Name Middle Name Last Name

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

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number  
(if known)

Check if this is an amended filing

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

**12/15**

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

**Part 1: List All of Your PRIORITY Unsecured Claims**

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

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

		Total claim	Priority amount	Nonpriority amount	
2.1	<b>IRS Insolvency</b> Priority Creditor's Name <b>Attn: Officer Manager or Agent</b> <b>PO Box 7346</b> <b>Philadelphia, PA 19101-7346</b> Number Street City State Zip Code	Last 4 digits of account number _____	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	When was the debt incurred? _____				
	Who incurred the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	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**

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

Total claim

Debtor 1 **Fawn Fenton**

Case number (if known)

**4.1 American Express** Last 4 digits of account number **\$9,518.02**

Nonpriority Creditor's Name  
**Attn: Officer Manager or Agent**  
**PO Box 981537**  
**EI Paso, TX 79998**

Number Street City State Zip Code  
 Who incurred the debt? Check one.

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

Is the claim subject to offset?  
 No  
 Yes

When was the debt incurred? \_\_\_\_\_

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

Contingent  
 Unliquidated  
 Disputed

Type of NONPRIORITY unsecured claim:  
 Student loans  
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims  
 Debts to pension or profit-sharing plans, and other similar debts  
 Other. Specify **Credit Card**

**4.2 Ascend Federal Credit Union** Last 4 digits of account number **\$17,811.23**

Nonpriority Creditor's Name  
**Attn: Officer Manager or Agent**  
**PO Box 1210**  
**Tullahoma, TN 37388**

Number Street City State Zip Code  
 Who incurred the debt? Check one.

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

Is the claim subject to offset?  
 No  
 Yes

When was the debt incurred? \_\_\_\_\_

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

Contingent  
 Unliquidated  
 Disputed

Type of NONPRIORITY unsecured claim:  
 Student loans  
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims  
 Debts to pension or profit-sharing plans, and other similar debts  
 Other. Specify **Credit Card**

**4.3 Bank of America** Last 4 digits of account number **\$11,793.22**

Nonpriority Creditor's Name  
**Attn: Officer Manager or Agent**  
**PO Box 982238**  
**EI Paso, TX 79998**

Number Street City State Zip Code  
 Who incurred the debt? Check one.

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

Is the claim subject to offset?  
 No  
 Yes

When was the debt incurred? \_\_\_\_\_

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

Contingent  
 Unliquidated  
 Disputed

Type of NONPRIORITY unsecured claim:  
 Student loans  
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims  
 Debts to pension or profit-sharing plans, and other similar debts  
 Other. Specify **Credit Card**



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

Case number (if known)

**4.4** **Capital One Bank USA NA** 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?  Student loans  
 No  Obligations arising out of a separation agreement or divorce that you did not report as priority claims  
 Yes  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?  Student loans  
 No  Obligations arising out of a separation agreement or divorce that you did not report as priority claims  
 Yes  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**

6. 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	6a.	\$	Total Claim
<b>Total</b>				<b>0.00</b>

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

Case number (if known)

claims  
from Part 1

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

\$	<b>0.00</b>
----	-------------

Total  
claims  
from Part 2

6f. Student loans	6f.	\$	<u>0.00</u>
6g. Obligations arising out of a separation agreement or divorce that you did not report as priority claims	6g.	\$	<u>0.00</u>
6h. Debts to pension or profit-sharing plans, and other similar debts	6h.	\$	<u>0.00</u>
6i. Other. Add all other nonpriority unsecured claims. Write that amount here.	6i.	\$	<u>48,941.30</u>
6j. Total Nonpriority. Add lines 6f through 6i.	6j.	\$	<u>48,941.30</u>

<b>Total Claim</b>	
\$	<b>0.00</b>
\$	<b>0.00</b>
\$	<b>48,941.30</b>
\$	<b>48,941.30</b>

Fill in this information to identify your case:

Debtor 1	<b>Fawn</b>	<b>Fenton</b>	
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	MIDDLE DISTRICT OF TENNESSEE		
Case number (if known)			

Check if this is an amended filing

**Official Form 106G**

**Schedule G: Executory Contracts and Unexpired Leases**

12/15

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

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

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

State what the contract or lease is for

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

**Assume Residential Lease  
Ends 08/2020**



**Fill in this information to identify your case:**

Debtor 1	<b>Fawn</b>	<b>Fenton</b>	
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	MIDDLE DISTRICT OF TENNESSEE		
Case number (if known)			

Check if this is an amended filing

**Official Form 106H  
Schedule H: Your Codebtors**

12/15

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

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

- No
- Yes

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

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

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

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

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

**3.1**

Name \_\_\_\_\_

Number \_\_\_\_\_ Street \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

- Schedule D, line \_\_\_\_\_
- Schedule E/F, line \_\_\_\_\_
- Schedule G, line \_\_\_\_\_

**3.2**

Name \_\_\_\_\_

Number \_\_\_\_\_ Street \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

- Schedule D, line \_\_\_\_\_
- Schedule E/F, line \_\_\_\_\_
- Schedule G, line \_\_\_\_\_

Fill in this information to identify your case:

Debtor 1 Fawn [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] Architects, Inc.</u>	
Employer's address	<u>3322 West End Ave. Suite 103 Nashville, TN 37203</u>	
How long employed there?	<u>August 2006</u>	

Part 2: Give Details About Monthly Income

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

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

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

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) \_\_\_\_\_

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



**Fill in this information to identify your case:**

Debtor 1 Fawn ██████ Fenton

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number \_\_\_\_\_  
(If known)

Check if this is:

An amended filing

A supplement showing postpetition chapter 13 expenses as of the following date: \_\_\_\_\_  
MM / DD / YYYY

**Official Form 106J**  
**Schedule J: Your Expenses**

12/15

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

**Part 1: Describe Your Household**

1. Is this a joint case?

No. Go to line 2.

Yes. Does Debtor 2 live in a separate household?

No

Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household of Debtor 2*.

2. Do you have dependents?  No

Do not list Debtor 1 and Debtor 2.  Yes. Fill out this information for each dependent.....

Do not state the dependents names.	Dependent's relationship to Debtor 1 or Debtor 2	Dependent's age	Does dependent live with you?
_____	_____	_____	<input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes
_____	_____	_____	<input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes
_____	_____	_____	<input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes
_____	_____	_____	<input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes

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

**Part 2: Estimate Your Ongoing Monthly Expenses**

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

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

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

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) \_\_\_\_\_

<b>6. Utilities:</b>		
6a. Electricity, heat, natural gas	6a. \$	90.00
6b. Water, sewer, garbage collection	6b. \$	0.00
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$	100.00
6d. Other. Specify: _____	6d. \$	0.00
<b>7. Food and housekeeping supplies</b>		7. \$ <span style="float: right;">500.00</span>
<b>8. Childcare and children's education costs</b>		8. \$ <span style="float: right;">0.00</span>
<b>9. Clothing, laundry, and dry cleaning</b>		9. \$ <span style="float: right;">89.00</span>
<b>10. Personal care products and services</b>		10. \$ <span style="float: right;">50.00</span>
<b>11. Medical and dental expenses</b>		11. \$ <span style="float: right;">10.00</span>
<b>12. Transportation.</b> Include gas, maintenance, bus or train fare. Do not include car payments.		12. \$ <span style="float: right;">150.00</span>
<b>13. Entertainment, clubs, recreation, newspapers, magazines, and books</b>		13. \$ <span style="float: right;">50.00</span>
<b>14. Charitable contributions and religious donations</b>		14. \$ <span style="float: right;">25.00</span>
<b>15. Insurance.</b> Do not include insurance deducted from your pay or included in lines 4 or 20.		
15a. Life insurance	15a. \$	0.00
15b. Health insurance	15b. \$	0.00
15c. Vehicle insurance	15c. \$	200.00
15d. Other insurance. Specify: _____	15d. \$	0.00
<b>16. Taxes.</b> Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: _____		16. \$ <span style="float: right;">0.00</span>
<b>17. Installment or lease payments:</b>		
17a. Car payments for Vehicle 1	17a. \$	0.00
17b. Car payments for Vehicle 2	17b. \$	0.00
17c. Other. Specify: <b>Storage</b>	17c. \$	117.00
17d. Other. Specify: _____	17d. \$	0.00
<b>18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).</b>		18. \$ <span style="float: right;">0.00</span>
<b>19. Other payments you make to support others who do not live with you.</b> Specify: _____		19. \$ <span style="float: right;">0.00</span>
<b>20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.</b>		
20a. Mortgages on other property	20a. \$	0.00
20b. Real estate taxes	20b. \$	0.00
20c. Property, homeowner's, or renter's insurance	20c. \$	0.00
20d. Maintenance, repair, and upkeep expenses	20d. \$	0.00
20e. Homeowner's association or condominium dues	20e. \$	0.00
<b>21. Other:</b> Specify: <b>Pet Supplies - 1 Dog &amp; 2 Bunnies &amp; Fish</b>		21. +\$ <span style="float: right;">400.00</span>
<b>22. Calculate your monthly expenses</b>		
22a. Add lines 4 through 21.	\$	3,025.00
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2	\$	
22c. Add line 22a and 22b. The result is your monthly expenses.	\$	3,025.00
<b>23. Calculate your monthly net income.</b>		
23a. Copy line 12 ( <i>your combined monthly income</i> ) from Schedule I.	23a. \$	5,845.04
23b. Copy your monthly expenses from line 22c above.	23b. -\$	3,025.00
23c. Subtract your monthly expenses from your monthly income. The result is your <i>monthly net income</i> .	23c. \$	2,820.04

**24. Do you expect an increase or decrease in your expenses within the year after you file this form?**  
For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?

- No.  
 Yes.

Explain here: \_\_\_\_\_





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 107**  
**Statement of Financial Affairs for Individuals Filing for Bankruptcy**

4/19

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

**Part 1: Give Details About Your Marital Status and Where You Lived Before**

1. What is your current marital status?

- Married
- Not married

2. During the last 3 years, have you lived anywhere other than where you live now?

- No
- Yes. List all of the places you lived in the last 3 years. Do not include where you live now.

<b>Debtor 1 Prior Address:</b>	<b>Dates Debtor 1 lived there</b>	<b>Debtor 2 Prior Address:</b>	<b>Dates Debtor 2 lived there</b>
1986 Sunny Side Drive Brentwood, TN 37027	From-To: May 2011 - April 2018	<input type="checkbox"/> Same as Debtor 1	<input type="checkbox"/> Same as Debtor 1 From-To:

3. Within the last 8 years, did you ever live with a spouse or legal equivalent in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington and Wisconsin.)

- No
- Yes. Make sure you fill out *Schedule H: Your Creditors* (Official Form 106H).

**Part 2: Explain the Sources of Your Income**

4. Did you have any income from employment or from operating a business during this year or the two previous calendar years?

Fill in the total amount of income you received from all jobs and all businesses, including part-time activities. If you are filing a joint case and you have income that you receive together, list it only once under Debtor 1.

- No
- Yes. Fill in the details.

	<b>Debtor 1</b>		<b>Debtor 2</b>	
	<b>Sources of Income</b> Check all that apply.	<b>Gross Income</b> (before deductions and exclusions)	<b>Sources of Income</b> Check all that apply.	<b>Gross Income</b> (before deductions and exclusions)
<b>From January 1 of current year until the date you filed for bankruptcy:</b>	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips	<b>\$26,250.00</b>	<input type="checkbox"/> Wages, commissions, bonuses, tips	
	<input type="checkbox"/> Operating a business		<input type="checkbox"/> Operating a business	

Debtor 1 Fawn ██████ Fenton

Case number (if known) \_\_\_\_\_

	Debtor 1	Gross income	Debtor 2	Gross income
	Sources of income Check all that apply.	(before deductions and exclusions)	Sources of income Check all that apply.	(before deductions and exclusions)
For last calendar year: (January 1 to December 31, 2018)	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	<b>\$93,108.00</b>	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	
For the calendar year before that: (January 1 to December 31, 2017)	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	<b>\$93,677.00</b>	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	

5. Did you receive any other income during this year or the two previous calendar years? Include income regardless of whether that income is taxable. Examples of other income are alimony; child support; Social Security, unemployment, and other public benefit payments; pensions; rental income; interest; dividends; money collected from lawsuits; royalties; and gambling and lottery winnings. If you are filing a joint case and you have income that you received together, list it only once under Debtor 1.

List each source and the gross income from each source separately. Do not include income that you listed in line 4.

- No
- Yes. Fill in the details.

Debtor 1	Gross income from	Debtor 2	Gross income
Sources of income Describe below.	each source (before deductions and exclusions)	Sources of income Describe below.	(before deductions and exclusions)

**Part 3: List Certain Payments You Made Before You Filed for Bankruptcy**

6. Are either Debtor 1's or Debtor 2's debts primarily consumer debts?  
 No. Neither Debtor 1 nor Debtor 2 has primarily consumer debts. Consumer debts are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$6,825\* or more?

- No. Go to line 7.
- Yes List below each creditor to whom you paid a total of \$6,825\* or more in one or more payments and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

\* Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.

- Yes. Debtor 1 or Debtor 2 or both have primarily consumer debts.  
 During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$600 or more?
  - No. Go to line 7.
  - Yes List below each creditor to whom you paid a total of \$600 or more and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for ...
Toyota Motor Credit Co. Attn Officer Manager or Agent 5005 N River Blvd. NE Cedar Rapids, IA 52411-6634	\$300.00 Monthly Jan, Feb, March, April	\$1,200.00	\$12,600.00	<input type="checkbox"/> Mortgage <input checked="" type="checkbox"/> Car <input type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other__

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) \_\_\_\_\_

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for ...
Bank of America, NA Attn: Officer Manager or Agent 4909 Savarese Circle Tampa, FL 33634	\$1,804.78 Jan, Feb, March, April	\$7,219.12	\$240,182.77	<input checked="" type="checkbox"/> Mortgage <input type="checkbox"/> Car <input type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other__
BanCorp South Attn: Officer Manager or Agent 914 Murfreesboro Road Franklin, TN 37067	Jan \$263.56 Feb \$275.01 March \$275.01 April \$275.01	\$1,088.59	\$53,967.42	<input checked="" type="checkbox"/> Mortgage <input type="checkbox"/> Car <input type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other__
Chase Card Attn: Officer Manager or Agent PO Box 15298 Wilmington, DE 19850	Jan \$268.01 Feb, March \$100.00 each April \$429.10	\$897.11	\$0.00	<input type="checkbox"/> Mortgage <input type="checkbox"/> Car <input checked="" type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other__
Ascend Federal Credit Union Attn: Officer Manager or Agent PO Box 1210 Tullahoma, TN 37388	Jan \$354.00 Feb \$350.00 March \$265.00 April \$262.00	\$1,181.00	\$17,811.23	<input type="checkbox"/> Mortgage <input type="checkbox"/> Car <input checked="" type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other__
Capital One Bank USA NA Attn: Officer Manager or Agent PO Box 30281 Salt Lake City, UT 84130-0281	Jan \$450.00 Feb \$250.00 March \$350.00	\$1,050.00	\$9,818.83	<input type="checkbox"/> Mortgage <input type="checkbox"/> Car <input checked="" type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other__

7. Within 1 year before you filed for bankruptcy, did you make a payment on a debt you owed anyone who was an insider?  
*Insiders* include your relatives; any general partners; relatives of any general partners; partnerships of which you are a general partner; corporations of which you are an officer, director, person in control, or owner of 20% or more of their voting securities; and any managing agent, including one for a business you operate as a sole proprietor. 11 U.S.C. § 101. Include payments for domestic support obligations, such as child support and alimony.

- No
- Yes. List all payments to an insider.

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment
[REDACTED]	March 17, 2018	\$5,659.80	\$0.00	Loan repayment



8. **Within 1 year before you filed for bankruptcy, did you make any payments or transfer any property on account of a debt that benefited an insider?**  
 Include payments on debts guaranteed or cosigned by an insider.

- No
- Yes. List all payments to an insider

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment include creditor's name
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**Part 4: Identify Legal Actions, Repossessions, and Foreclosures**

9. **Within 1 year before you filed for bankruptcy, were you a party in any lawsuit, court action, or administrative proceeding?**  
 List all such matters, including personal injury cases, small claims actions, divorces, collection suits, paternity actions, support or custody modifications, and contract disputes.

- No
- Yes. Fill in the details.

Case title Case number	Nature of the case	Court or agency	Status of the case
<b>Fawn Fenton vs. Jeffrey Fenton</b>	<b>Divorce Proceeding</b>	<b>Williamson County Chancery Court Judicial Center 135 4th Avenue South Franklin, TN 37064</b>	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded

10. **Within 1 year before you filed for bankruptcy, was any of your property repossessed, foreclosed, garnished, attached, seized, or levied?**  
 Check all that apply and fill in the details below.

- No. Go to line 11.
- Yes. Fill in the information below.

Creditor Name and Address	Describe the Property Explain what happened	Date	Value of the property
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11. **Within 90 days before you filed for bankruptcy, did any creditor, including a bank or financial institution, set off any amounts from your accounts or refuse to make a payment because you owed a debt?**

- No
- Yes. Fill in the details.

Creditor Name and Address	Describe the action the creditor took	Date action was taken	Amount taken
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12. **Within 1 year before you filed for bankruptcy, was any of your property in the possession of an assignee for the benefit of creditors, a court-appointed receiver, a custodian, or another official?**

- No
- Yes

**Part 5: List Certain Gifts and Contributions**

13. **Within 2 years before you filed for bankruptcy, did you give any gifts with a total value of more than \$600 per person?**

- No
- Yes. Fill in the details for each gift.

Gifts with a total value of more than \$600 per person	Describe the gifts	Dates you gave the gifts	Value
<b>Person to Whom You Gave the Gift and Address:</b> <b>Walden's Puddle Wildlife Rehab</b> <b>PO Box 641</b> <b>Joelton, TN 37080</b>	<b>\$25.00 Monthly</b>	<b>2016 - Present</b>	<b>\$250.00</b>
Person's relationship to you:			

14. Within 2 years before you filed for bankruptcy, did you give any gifts or contributions with a total value of more than \$600 to any charity?

- No
- Yes. Fill in the details for each gift or contribution.

Gifts or contributions to charities that total more than \$600 Charity's Name Address (Number, Street, City, State and ZIP Code)	Describe what you contributed	Dates you contributed	Value
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**Part 6: List Certain Losses**

15. Within 1 year before you filed for bankruptcy or since you filed for bankruptcy, did you lose anything because of theft, fire, other disaster, or gambling?

- No
- Yes. Fill in the details.

Describe the property you lost and how the loss occurred	Describe any insurance coverage for the loss Include the amount that insurance has paid. List pending insurance claims on line 33 of Schedule A/B: Property.	Date of your loss	Value of property lost
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**Part 7: List Certain Payments or Transfers**

16. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone you consulted about seeking bankruptcy or preparing a bankruptcy petition?

Include any attorneys, bankruptcy petition preparers, or credit counseling agencies for services required in your bankruptcy.

- No
- Yes. Fill in the details.

Person Who Was Paid Address Email or website address Person Who Made the Payment, if Not You	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
DebtorCC, Inc.	Credit Counseling	04/01/2019	\$15.00

17. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone who promised to help you deal with your creditors or to make payments to your creditors?

Do not include any payment or transfer that you listed on line 16.

- No
- Yes. Fill in the details.

Person Who Was Paid Address	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
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18. Within 2 years before you filed for bankruptcy, did you sell, trade, or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your business or financial affairs?

Include both outright transfers and transfers made as security (such as the granting of a security interest or mortgage on your property). Do not include gifts and transfers that you have already listed on this statement.

- No
- Yes. Fill in the details.

Person Who Received Transfer Address Person's relationship to you	Description and value of property transferred	Describe any property or payments received or debts paid in exchange	Date transfer was made
Jeffrey Fenton 1986 Sunny Side Drive Brentwood, TN 37027	2003 Buick LeSabre	None	January 2019

19. Within 10 years before you filed for bankruptcy, did you transfer any property to a self-settled trust or similar device of which you are a

beneficiary? (These are often called *asset-protection devices*.)

- No
- Yes. Fill in the details.

Name of trust	Description and value of the property transferred	Date Transfer was made
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**Part 8:** List of Certain Financial Accounts, Instruments, Safe Deposit Boxes, and Storage Units

20. Within 1 year before you filed for bankruptcy, were any financial accounts or instruments held in your name, or for your benefit, closed, sold, moved, or transferred? Include checking, savings, money market, or other financial accounts; certificates of deposit; shares in banks, credit unions, brokerage houses, pension funds, cooperatives, associations, and other financial institutions.

- No
- Yes. Fill in the details.

Name of Financial Institution and Address (Number, Street, City, State and ZIP Code)	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
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21. Do you now have, or did you have within 1 year before you filed for bankruptcy, any safe deposit box or other depository for securities, cash, or other valuables?

- No
- Yes. Fill in the details.

Name of Financial Institution Address (Number, Street, City, State and ZIP Code)	Who else had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
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22. Have you stored property in a storage unit or place other than your home within 1 year before you filed for bankruptcy?

- No
- Yes. Fill in the details.

Name of Storage Facility Address (Number, Street, City, State and ZIP Code)	Who else has or had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
Mallory Station Storage 309 Mallory Station Rd Franklin, TN 37067	Fawn [REDACTED] Fenton [REDACTED] Brentwood, TN 37027	Books, Luggage, Pet Supplies, Christmas decorations	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes

**Part 9:** Identify Property You Hold or Control for Someone Else

23. Do you hold or control any property that someone else owns? Include any property you borrowed from, are storing for, or hold in trust for someone.

- No
- Yes. Fill in the details.

Owner's Name Address (Number, Street, City, State and ZIP Code)	Where is the property? (Number, Street, City, State and ZIP Code)	Describe the property	Value
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Debtor 1 Fawn [REDACTED] Fenton

Case number (if known)

Part 10: Give Details About Environmental Information

For the purpose of Part 10, the following definitions apply:

- Environmental law** means any federal, state, or local statute or regulation concerning pollution, contamination, releases of hazardous or toxic substances, wastes, or material into the air, land, soil, surface water, groundwater, or other medium, including statutes or regulations controlling the cleanup of these substances, wastes, or material.
- Site** means any location, facility, or property as defined under any environmental law, whether you now own, operate, or utilize it or used to own, operate, or utilize it, including disposal sites.
- Hazardous material** means anything an environmental law defines as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, contaminant, or similar term.

Report all notices, releases, and proceedings that you know about, regardless of when they occurred.

24. Has any governmental unit notified you that you may be liable or potentially liable under or in violation of an environmental law?

- No
- Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
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25. Have you notified any governmental unit of any release of hazardous material?

- No
- Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
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26. Have you been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

- No
- Yes. Fill in the details.

Case Title Case Number	Court or agency Name Address (Number, Street, City, State and ZIP Code)	Nature of the case	Status of the case
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Part 11: Give Details About Your Business or Connections to Any Business

27. Within 4 years before you filed for bankruptcy, did you own a business or have any of the following connections to any business?

- A sole proprietor or self-employed in a trade, profession, or other activity, either full-time or part-time
- A member of a limited liability company (LLC) or limited liability partnership (LLP)
- A partner in a partnership
- An officer, director, or managing executive of a corporation
- An owner of at least 5% of the voting or equity securities of a corporation

- No. None of the above applies. Go to Part 12.
- Yes. Check all that apply above and fill in the details below for each business.

Business Name Address (Number, Street, City, State and ZIP Code)	Describe the nature of the business  Name of accountant or bookkeeper	Employer Identification number Do not include Social Security number or ITIN.  Dates business existed
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Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) \_\_\_\_\_

28. Within 2 years before you filed for bankruptcy, did you give a financial statement to anyone about your business? Include all financial institutions, creditors, or other parties.

- No
- Yes. Fill in the details below.

Name \_\_\_\_\_ Date Issued \_\_\_\_\_  
 Address \_\_\_\_\_  
 (Number, Street, City, State and ZIP Code)

**Part 12: Sign Below**

I have read the answers on this *Statement of Financial Affairs* and any attachments, and I declare under penalty of perjury that the answers are true and correct. I understand that making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

/s/ **Fawn [REDACTED] Fenton**

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

\_\_\_\_\_  
Signature of Debtor 2

Date April 26, 2019

Date \_\_\_\_\_

Did you attach additional pages to *Your Statement of Financial Affairs for Individuals Filing for Bankruptcy* (Official Form 107)?

- No
- Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out bankruptcy forms?

- No
- Yes. Name of Person \_\_\_\_\_. Attach the *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119).

**Notice Required by 11 U.S.C. § 342(b) for  
Individuals Filing for Bankruptcy (Form 2010)**

**This notice is for you if:**

**You are an individual filing for bankruptcy, and**

**Your debts are primarily consumer debts.**  
*Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

Chapter 7:	Liquidation
\$245	filing fee
\$75	administrative fee
+ \$15	<u>trustee surcharge</u>
<b>\$335</b>	<b>total fee</b>

Chapter 7 is for individuals who have financial difficulty preventing them from paying their debts and who are willing to allow their nonexempt property to be used to pay their creditors. The primary purpose of filing under chapter 7 is to have your debts discharged. The bankruptcy discharge relieves you after bankruptcy from having to pay many of your pre-bankruptcy debts. Exceptions exist for particular debts, and liens on property may still be enforced after discharge. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

However, if the court finds that you have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge.

You should know that even if you file chapter 7 and you receive a discharge, some debts are not discharged under the law. Therefore, you may still be responsible to pay:

- most taxes;
- most student loans;
- domestic support and property settlement obligations;

**The types of bankruptcy that are available to individuals**

Individuals who meet the qualifications may file under one of four different chapters of Bankruptcy Code:

- Chapter 7 - Liquidation
- Chapter 11 - Reorganization
- Chapter 12 - Voluntary repayment plan for family farmers or fishermen
- Chapter 13 - Voluntary repayment plan for individuals with regular income

**You should have an attorney review your decision to file for bankruptcy and the choice of chapter.**



most fines, penalties, forfeitures, and criminal restitution obligations; and

certain debts that are not listed in your bankruptcy papers.

You may also be required to pay debts arising from:

fraud or theft;

fraud or defalcation while acting in breach of fiduciary capacity;

intentional injuries that you inflicted; and

death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs.

If your debts are primarily consumer debts, the court can dismiss your chapter 7 case if it finds that you have enough income to repay creditors a certain amount. You must file *Chapter 7 Statement of Your Current Monthly Income* (Official Form 122A-1) if you are an individual filing for bankruptcy under chapter 7. This form will determine your current monthly income and compare whether your income is more than the median income that applies in your state.

If your income is not above the median for your state, you will not have to complete the other chapter 7 form, the *Chapter 7 Means Test Calculation* (Official Form 122A-2).

If your income is above the median for your state, you must file a second form—the *Chapter 7 Means Test Calculation* (Official Form 122A-2). The calculations on the form—sometimes called the *Means Test*—deduct from your income living expenses and payments on certain debts to determine any amount available to pay unsecured creditors. If

your income is more than the median income for your state of residence and family size, depending on the results of the *Means Test*, the U.S. trustee, bankruptcy administrator, or creditors can file a motion to dismiss your case under § 707(b) of the Bankruptcy Code. If a motion is filed, the court will decide if your case should be dismissed. To avoid dismissal, you may choose to proceed under another chapter of the Bankruptcy Code.

If you are an individual filing for chapter 7 bankruptcy, the trustee may sell your property to pay your debts, subject to your right to exempt the property or a portion of the proceeds from the sale of the property. The property, and the proceeds from property that your bankruptcy trustee sells or liquidates that you are entitled to, is called *exempt property*. Exemptions may enable you to keep your home, a car, clothing, and household items or to receive some of the proceeds if the property is sold.

Exemptions are not automatic. To exempt property, you must list it on *Schedule C: The Property You Claim as Exempt* (Official Form 106C). If you do not list the property, the trustee may sell it and pay all of the proceeds to your creditors.

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### Chapter 11: Reorganization

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	\$1,167	filing fee
+	\$550	administrative fee
	\$1,717	total fee

Chapter 11 is often used for reorganizing a business, but is also available to individuals. The provisions of chapter 11 are too complicated to summarize briefly.

**Read These Important Warnings**

**Because bankruptcy can have serious long-term financial and legal consequences, including loss of your property, you should hire an attorney and carefully consider all of your options before you file. Only an attorney can give you legal advice about what can happen as a result of filing for bankruptcy and what your options are. If you do file for bankruptcy, an attorney can help you fill out the forms properly and protect you, your family, your home, and your possessions.**

**Although the law allows you to represent yourself in bankruptcy court, you should understand that many people find it difficult to represent themselves successfully. The rules are technical, and a mistake or inaction may harm you. If you file without an attorney, you are still responsible for knowing and following all of the legal requirements.**

**You should not file for bankruptcy if you are not eligible to file or if you do not intend to file the necessary documents.**

**Bankruptcy fraud is a serious crime; you could be fined and imprisoned if you commit fraud in your bankruptcy case. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.**

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**Chapter 12: Repayment plan for family farmers or fishermen**

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	\$200	filing fee
+	\$75	administrative fee
	<u>\$275</u>	total fee

Similar to chapter 13, chapter 12 permits family farmers and fishermen to repay their debts over a period of time using future earnings and to discharge some debts that are not paid.

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**Chapter 13: Repayment plan for individuals with regular income**

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	\$235	filing fee
+	\$75	administrative fee
	<u>\$310</u>	total fee

Chapter 13 is for individuals who have regular income and would like to pay all or part of their debts in installments over a period of time and to discharge some debts that are not paid. You are eligible for chapter 13 only if your debts are not more than certain dollar amounts set forth in 11 U.S.C. § 109.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, usually using your future earnings. If the court approves your plan, the court will allow you to repay your debts, as adjusted by the plan, within 3 years or 5 years, depending on your income and other factors.

After you make all the payments under your plan, many of your debts are discharged. The debts that are not discharged and that you may still be responsible to pay include:

- domestic support obligations,
- most student loans,
- certain taxes,
- debts for fraud or theft,
- debts for fraud or defalcation while acting in a fiduciary capacity,
- most criminal fines and restitution obligations,
- certain debts that are not listed in your bankruptcy papers,
- certain debts for acts that caused death or personal injury, and
- certain long-term secured debts.

**Warning: File Your Forms on Time**

Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information about your creditors, assets, liabilities, income, expenses and general financial condition. The court may dismiss your bankruptcy case if you do not file this information within the deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court.

For more information about the documents and their deadlines, go to:  
[http://www.uscourts.gov/bkforms/bankruptcy\\_forms.html#procedure](http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure).

**Bankruptcy crimes have serious consequences**

If you knowingly and fraudulently conceal assets or make a false oath or statement under penalty of perjury—either orally or in writing—in connection with a bankruptcy case, you may be fined, imprisoned, or both.

All information you supply in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the U.S. Trustee, the Office of the U.S. Attorney, and other offices and employees of the U.S. Department of Justice.

**Make sure the court has your mailing address**

The bankruptcy court sends notices to the mailing address you list on *Voluntary Petition for Individuals Filing for Bankruptcy* (Official Form 101). To ensure that you receive information about your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address.

A married couple may file a bankruptcy case together—called a *joint case*. If you file a joint case and each spouse lists the same mailing address on the bankruptcy petition, the bankruptcy court generally will mail you and your spouse one copy of each notice, unless you file a statement with the court asking that each spouse receive separate copies.

**Understand which services you could receive from credit counseling agencies**

The law generally requires that you receive a credit counseling briefing from an approved credit counseling agency. 11 U.S.C. § 109(h). If you are filing a joint case, both spouses must receive the briefing. With limited exceptions, you must receive it within the 180 days *before* you file your bankruptcy petition. This briefing is usually conducted by telephone or on the Internet.

In addition, after filing a bankruptcy case, you generally must complete a financial management instructional course before you can receive a discharge. If you are filing a joint case, both spouses must complete the course.

You can obtain the list of agencies approved to provide both the briefing and the instructional course from:  
[http://justice.gov/ust/eo/hapcpa/ccde/cc\\_approved.html](http://justice.gov/ust/eo/hapcpa/ccde/cc_approved.html)

In Alabama and North Carolina, go to:  
<http://www.uscourts.gov/FederalCourts/Bankruptcy/BankruptcyResources/ApprovedCreditAndDebtCounselors.aspx>.

If you do not have access to a computer, the clerk of the bankruptcy court may be able to help you obtain the list.



**United States Bankruptcy Court  
Middle District of Tennessee**

In re **Fawn [REDACTED] Fenton**

Debtor(s)

Case No. \_\_\_\_\_  
Chapter **13**

**DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)**

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept .....	\$	<u>4,250.00</u>
Prior to the filing of this statement I have received .....	\$	<u>0.00</u>
Balance Due .....	\$	<u>4,250.00</u>

2. The source of the compensation paid to me was:

Debtor     Other (specify):

3. The source of compensation to be paid to me is:

Debtor     Other (specify):

4.  I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

a. [Other provisions as needed]

**Please refer to the attached Rights and Responsibilities of the Chapter 13 Debtor and Attorney**

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

**Please refer to the attached Rights and Responsibilities of the Chapter 13 Debtor and Attorney**

**CERTIFICATION**

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

**April 26, 2019**

*Date*

**/s/ Mary Beth Ausbrooks**

**Mary Beth Ausbrooks**

*Signature of Attorney*

**Rothschild & Ausbrooks PLLC**

**1222 16th Avenue South, Suite 12**

**Nashville, TN 37212-2926**

**(615) 242-3996 Fax: (615) 242-2003**

**notice@rothschildbklaw.com**

*Name of law firm*

10. Contact the attorney before buying, refinancing, or selling real property or a motor vehicle or before entering into any loan agreements to find out what approvals are required, including retaining a real estate agent or listing property for sale.
11. Contact the attorney if the debtor receives an inheritance.
12. Contact the attorney if the client is sued during the case.
13. Contact the attorney if the client has any potential lawsuits against another person or company after the bankruptcy is filed.
14. Attend a financial management workshop no later than the due date of the last scheduled plan payment.
15. Open and read all mail from the attorney, Trustee, or Bankruptcy Court.

## ATTORNEY

The attorney has agreed to accept a flat fee of \$ 9250 for all aspects of the bankruptcy case except for services excluded from the flat fee (described below). For some of the excluded services, the attorney has agreed to limit the fees to amounts set by the Bankruptcy Court for the specific services. For the remaining excluded services, the attorney may request additional fees on an hourly basis in accordance with the agreement between the attorney and the client.

Fees shall be paid by the Trustee through the plan unless otherwise ordered. The attorney may not receive fees directly from the client other than the initial retainer, unless paid by a third party, in which event such payment must be fully disclosed to the Bankruptcy Court. Any fee must be agreed upon by the client and the attorney, and approved by the court.

**Services included in the flat fee.** The services the attorney agrees to provide for the flat fee include:

1. Meet with the client to review the client's debts, assets, liabilities, income, and expenses. Request appropriate financial information, including credit reports and information on any mortgage debt or support obligation.
2. Conduct necessary due diligence regarding any prior bankruptcies involving the client.
3. Counsel the client regarding the advisability of filing a bankruptcy and whether filing either a Chapter 7 or Chapter 13 case would assist in meeting the client's objectives; discuss procedures in both Chapter 7 and Chapter 13 with the client, and answer the client's questions.
4. Explain what payments will be made directly by the client and what payments will be made through the client's Chapter 13 plan.
5. Explain to the client how, when, and where to make the Chapter 13 plan payments, including advising the client that the first plan payment must be made to the Trustee no later than 30 days after the case is filed.
6. Explain to the client how the attorney's fees and trustee's fees are paid, providing a signed copy of the contract between the client and the attorney and a copy of this Rights and Responsibilities to the debtor.

7. Advise the client of the requirement to attend the 341 Meeting of Creditors, arriving early, and instruct the client as to the date, time, and place of the meeting. Advise the client to bring a copy of the petition and the schedules and statements to the Meeting.
8. Advise the client of the necessity of maintaining liability, collision, and comprehensive insurance on vehicles securing loans or leases and advise the client of the duty to insure all property of the estate.
9. Timely prepare and file the client's petition, plan, statements, and schedules.
10. Ensure that if the plan includes a motion to void liens, that the collateral is identified and an exemption is claimed.
11. Ensure proper notice and service of the plan.
12. Appear at the 341 Meeting of Creditors with the client.
13. Review all documents filed in the case and all communications concerning the case.
14. Respond to objections to plan confirmation and, where necessary, prepare an amended plan, and appear at the confirmation hearing.
15. Explain that a plan may be modified after confirmation and, where needed, prepare, file, and serve necessary modifications to the plan which may include suspending, lowering, or increasing plan payments.
16. Prepare, file, and serve necessary amended statements and schedules in accordance with information provided by the client.
17. Review the confirmation order and the Trustee's notice of intent to pay claims.
18. If necessary, object to improper or invalid claims based upon information provided by the client.
19. File claims for creditors when the client's goals and interests are served by such filing.
20. Respond to client communications, advising the client of the best and most efficient means of communications.
21. File notice of change of employment/change of address.
22. Represent the client in connection with all motions filed in the bankruptcy case, other than those listed in the excluded services below.
23. Where appropriate, prepare, file, and serve necessary motions to avoid liens on real or personal property.

**Additional services requiring additional limited fees.** The following services are not included in the flat fee, but the attorney has agreed to provide these services, when necessary and appropriate for the case, for additional compensation based on a fee schedule approved by the Court. The maximum additional fee for work performed in connection with obtaining the necessary Court approval for certain activities is indicated below:

1. Mortgage loan modification of the claim secured by the debtor's principal residence – up to \$500
2. Substitution of collateral – up to \$400.
3. Retention of a realtor, auctioneer or other professional relating to the sale of property or representing the interests of the estate – up to \$200
4. Sale of property and disposition of the proceeds, resulting in the closing of such sale and the filing of any necessary report of the sale – up to \$300.



- 5. Retention of special counsel relating to collecting or pursuing a cause of action in a different judicial forum and that results in the filing of a motion and order authorizing the approval of a settlement of such litigation – up to \$300.

**Additional services on an hourly basis.** The following services are not included in the flat fee and are not covered by any specific cap on fee, but the attorney has agreed to provide these services, when necessary and appropriate for the case, but may charge an hourly rate for the work performed – subject to Court approval:

- 1. Motions for sanctions or contempt.
- 2. Representation at a Rule 2004 examination.

**Services the attorney has not agreed to provide.** The attorney has not agreed to represent the client in any adversary proceeding or certain contested matters placed on an “adversary track” by order of the Court, unless the details of such separate litigation representation are spelled out in an addendum to this agreement or in a separate supplemental contract. The client will be fully apprised of any such anticipated litigation that would not be covered by this agreement.

Effective Date: 4-24-19

Rothschild & Ausbrooks, PLLC

By: [Signature]

[Signature]  
 CLIENT Fawn Fenton

\_\_\_\_\_  
 CLIENT (if joint)

**United States Bankruptcy Court  
Middle District of Tennessee**

In re Fawn [REDACTED] Fenton  
Debtor(s)

Case No. \_\_\_\_\_  
Chapter 13

**VERIFICATION OF CREDITOR MATRIX**

The above-named Debtor hereby verifies that the attached list of creditors is true and correct to the best of his/her knowledge.

Date: April 26, 2019

/s/ Fawn [REDACTED] Fenton  
Fawn [REDACTED] Fenton  
Signature of Debtor

FAWN [REDACTED] FENTON

[REDACTED]  
BRENTWOOD TN 37027

MARY BETH AUSBROOKS  
ROTHSCHILD & AUSBROOKS PLLC  
1222 16TH AVENUE SOUTH, SUITE 12  
NASHVILLE, TN 37212-2926

AMERICAN EXPRESS  
ATTN: OFFICER MANAGER OR AGENT  
PO BOX 981537  
EL PASO TX 79998

ASCEND FEDERAL CREDIT UNION  
ATTN: OFFICER MANAGER OR AGENT  
PO BOX 1210  
TULLAHOMA TN 37388

BANCORP SOUTH  
ATTN: OFFICER MANAGER OR AGENT  
914 MURFREESBORO ROAD  
FRANKLIN TN 37067

BANK OF AMERICA  
ATTN: OFFICER MANAGER OR AGENT  
PO BOX 982238  
EL PASO TX 79998

BANK OF AMERICA, NA  
ATTN: OFFICER MANAGER OR AGENT  
4909 SAVARESE CIRCLE  
TAMPA FL 33634

CAPITAL ONE BANK USA NA  
ATTN: OFFICER MANAGER OR AGENT  
PO BOX 30281  
SALT LAKE CITY UT 84130-0281

CHASE CARD  
ATTN: OFFICER MANAGER OR AGENT  
PO BOX 15298  
WILMINGTON DE 19850

IRS INSOLVENCY  
ATTN: OFFICER MANAGER OR AGENT  
PO BOX 7346  
PHILADELPHIA PA 19101-7346

IRS INSOLVENCY  
801 BROADWAY ROOM 285  
MDP 146  
NASHVILLE TN 37203



TOYOTA MOTOR CREDIT CO.  
ATTN OFFICER MANAGER OR AGENT  
5005 N RIVER BLVD. NE  
CEDAR RAPIDS IA 52411-6634

US ATTORNEY GENERAL  
US DEPARTMENT OF JUSTICE  
950 PENNSYLVANIA AVENUE  
WASHINGTON DC 20530

  
C/O BROOKSIDE PROPERTIES, INC.  
2002 RICHARD JONES ROAD, SUITE 200-C  
NASHVILLE TN 37215

Debtor **Fawn ██████ Fenton**  
 United States Bankruptcy Court for the

**MIDDLE DISTRICT OF TENNESSEE**  
 [Bankruptcy district]

Check if this is an amended plan

Case number: \_\_\_\_\_

**Chapter 13 Plan**

**Part 1: Notices**

**To Debtor(s):** This form sets out options that are appropriate in some cases but not in others. The presence of an option does not indicate that the option is appropriate in your circumstances.

**To Creditors:** Your rights are affected by this plan. Your claim may be reduced, modified, or eliminated.

If you oppose the treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 5 days before the meeting of creditors or raise an objection on the record at the meeting of creditors. The Bankruptcy Court may confirm this plan without further notice if no timely objection to confirmation is made. In addition, a timely proof of claim must be filed before your claim will be paid under the plan.

Debtor(s) must check one box on each line to state whether the plan includes each of the following items. If an item is not checked as "Included" or if both boxes are checked, the provision will not be effective if set out later in the plan.

1.1	A limit on the amount of a secured claim, set out in § 3.2, which may result in partial payment or no payment to the secured creditor.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in § 3.4.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
1.3	Nonstandard provisions, set out in Part 9.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included

**Part 2: Plan Payments and Length of Plan**

**2.1 Debtor(s) will make payments to the trustee as follows:**

Payments made by	Amount of each payment	Frequency of payments	Duration of payments	Method of payment
<input checked="" type="checkbox"/> Debtor 1	<b>\$595.00</b>	<b>Semi-Monthly</b>	<b>60</b> months	<input checked="" type="checkbox"/> Debtor will make payment directly to trustee
<input type="checkbox"/> Debtor 2				<input type="checkbox"/> Debtor consents to payroll deduction from:

**2.2 Income tax refunds.**

Check one.

- Debtor(s) will retain any income tax refunds received during the plan term.
- Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will turn over to the trustee all income tax refunds received during the plan term.
- Debtor(s) will treat income refunds as follows:  
 \_\_\_\_\_  
 \_\_\_\_\_

**2.3 Additional payments.**

Check one.

- None. If "None" is checked, the rest of § 2.3 need not be completed or reproduced.

**2.4 The total amount of estimated payments to the trustee provided for in §§ 2.1 and 2.3 is \$100%.**

**Part 3: Treatment of Secured Claims**

**3.1 Maintenance of payments and cure of default. Check one.**

- None. If "None" is checked, the rest of § 3.1 need not be completed or reproduced.
- Installment payments on the secured claims listed below will be maintained, and any arrearage through the month of confirmation will be paid in full as stated below. Both the installment payments and the amounts to cure the arrearage will be

APPENDIX D

Chapter 13 Plan

Page 1

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Best Case Bankruptcy

Debtor

Fawn ██████ Fenton

Case number

disbursed by the trustee.

Amounts stated on a proof of claim filed in accordance with the Bankruptcy Rules control over any contrary amounts listed below as to the current installment payment and arrearage. After confirmation of the plan, the trustee shall adjust the installment payments below in accordance with any such proof of claim and any Notice of Mortgage Payment Change filed under Rule 3002.1. The trustee shall adjust the plan payment in Part 2 in accordance with any adjustment to an installment payment and shall file a notice of the adjustment and deliver a copy to the debtor, the debtor's attorney, the creditor, and the U.S. Trustee, but if an adjustment is less than \$25 per month, the trustee shall have the discretion to adjust only the installment payment without adjusting the payments under Part 2. The trustee is further authorized to pay any postpetition fee, expense, or charge, notice of which is filed under Bankruptcy Rule 3002.1 and as to which no objection is raised, at the same disbursement level as the arrearage.

Confirmation of this Plan imposes on any claim holder listed below the obligation to:

- Apply arrearage payments received from the trustee only to such arrearages.
- Treat the 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.

If relief from the automatic stay is ordered as to any collateral listed below, all payments under this section to creditors secured by that collateral will cease.

Name of Creditor	Collateral	Current installment payment (including escrow)	Amount of arrearage, if any	Interest rate on arrearage (if applicable)	Monthly payment on arrearage, if any
BanCorp South	1986 Sunny Side Drive Brentwood, TN 37027 Williamson County	See Nonstandard provisions, set out in Part 9.	Prepetition: \$0.00 Gap payments:	0.00%	See Nonstandard provisions, set out in Part 9.
			Last month in gap:		
Bank of America, NA	1986 Sunny Side Drive Brentwood, TN 37027 Williamson County	See Nonstandard provisions, set out in Part 9.	Prepetition: \$0.00 Gap payments:	0.00%	See Nonstandard provisions, set out in Part 9.
			Last month in gap:		

3.2 Request for valuation of security and claim modification. *Check one.*

- None. If "None" is checked, the rest of § 3.2 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in § 1. is checked.
- For each claim listed below, the debtor(s) request that the court determine the value of the creditor's interest in any property securing the claim based on the amount stated in the column headed Value securing claim. If this amount exceeds any allowed claim amount, the claim will be paid in full with interest at the rate stated below. If the amount is less than the allowed claim amount, the claim will be paid the full value securing the claim, with interest at the rate stated below.

The portion of any allowed claim that exceeds the value securing the claim will be treated as an unsecured claim under § 5.1. If the value securing a creditor's claim is listed below as zero or no value, the creditor's allowed claim will be treated entirely as an unsecured claim under § 5.1. The avoidance of any lien because it is not secured by any value must be addressed in Part 9. The amount of a creditor's total claim stated on a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount stated below.

The holder of any claim listed below as secured by any value will retain the lien until the earlier of:

- (a) payment of the underlying debt determined under nonbankruptcy law, or
- (b) discharge under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

If relief from the automatic stay is ordered as to any collateral listed below, all payments under this section to creditors secured by that collateral will cease.



Debtor	Fawn ██████ Fenton		Case number				
Name of creditor	Estimated amount of creditor's total claim	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Value securing claim	Interest rate	Monthly payment
Toyota Motor Credit Co.	\$12,600.00	2017 Toyota Prius 23,000 miles VIN: ██████	\$16,375.00	\$0.00	\$12,600.00	5.50%	\$356.99 (Class 3)
	0				0		

3.3 Secured claims excluded from 11 U.S.C. § 506. Check one.

None. If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

3.4 Lien avoidance. Check one.

None. If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

3.5 Surrender of collateral. Check one.

None. If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

**Part 4: Treatment of Priority Claims (including Attorney's Fees and Domestic Support Obligations)**

4.1 Attorney's fees.

The balance of the fees owed to the attorney for the debtor(s) is estimated to be **\$4,250.00 (Class 3)**. The remaining fees and any additional fees that may be awarded shall be paid through the trustee as specified below. Check one.

The attorney for the debtor(s) shall receive a monthly payment of **\$770 (Class 3)**.

The attorney for the debtor(s) shall receive available funds.

4.2 Domestic support obligations.

(a) Pre- and postpetition domestic support obligations to be paid in full. Check one.

None. If "None" is checked, the rest of § 4.2(a) need not be completed or reproduced.

(b) Domestic support obligations assigned or owed to a governmental unit and paid less than full amount. Check one.

None. If "None" is checked, the rest of § 4.2(b) need not be completed or reproduced.

4.3 Other priority claims. Check one.

None. If "None" is checked, the rest of § 4.3 need not be completed or reproduced.

The priority claims listed below will be paid in full through the trustee. Amounts stated on a proof of claim filed in accordance with the Bankruptcy Rules control over any contrary amounts listed below.

Name of Creditor	Estimated amount of claim to be paid
IRS Insolvency	\$0.00 (Class 4)
Bankruptcy Court Clerk	\$310.00 (Class 1 & 2)

**Part 5: Treatment of Nonpriority Unsecured Claims and Postpetition Claims**

5.1 Nonpriority unsecured claims not separately classified.

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata. If more than one option is checked, the option providing the largest payment will be effective. Check all that apply.

The sum of \$

**100.00** % of the total amount of these claims. (Class 5)

The funds remaining after disbursements have been made to all other creditors provided for in this plan.

Debtor **Fawn ██████ Fenton**

Case number \_\_\_\_\_

**5.2 Interest on allowed nonpriority unsecured claims not separately classified. Check one.** None. If "None" is checked, the rest of § 5.2 need not be completed or reproduced.**5.3 Maintenance of payments and cure of any default on nonpriority unsecured claims. Check one.** None. If "None" is checked, the rest of § 5.3 need not be completed or reproduced.**5.4 Separately classified nonpriority unsecured claims. Check one.** None. If "None" is checked, the rest of § 5.4 need not be completed or reproduced.**5.5 Postpetition claims allowed under 11 U.S.C. § 1305.**

Claims allowed under 11 U.S.C. § 1305 will be paid in full through the trustee.

**Part 6: Executory Contracts and Unexpired Leases****6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected. Check one.** None. If "None" is checked, the rest of § 6.1 need not be completed or reproduced.**Part 7: Order of Distribution of Available Funds by Trustee****7.1 The trustee will make monthly disbursements of available funds in the order specified. Check one.** Regular order of distribution:

- a. Filing fees paid through the trustee
- b. Current monthly payments on domestic support obligations
- c. Other fixed monthly payments

If available funds in any month are not sufficient to disburse all fixed monthly payments due under the plan, the trustee will allocate available funds in the order specified below or pro rata if no order is specified. If available funds in any month are not sufficient to disburse any current installment payment due under § 3.1, the trustee will withhold the partial payment amount and treat the amount as available funds in the following month.

d. Disbursements without fixed monthly payments, except under §§ 5.1 and 5.5

The trustee will make these disbursements in the order specified below or pro rata if no order is specified.

e. Disbursements to nonpriority unsecured claims not separately classified (§ 5.1)

f. Disbursements to claims allowed under § 1305 (§ 5.5)

 Alternative order of distribution:

1. Filing Fee
2. Notice Fee
3. Monthly Payments on Secured Debts & Attorney's Fees
4. Priority Debts
5. General Unsecured Claims
6. §1305 Claims

**Part 8: Vesting of Property of the Estate****8.1 Property of the estate will vest in the debtor(s) upon discharge or closing of the case, whichever occurs earlier, unless an alternative vesting date is selected below. Check the applicable box to select an alternative vesting date:***Check the applicable box:*

APPENDIX D

Chapter 13 Plan

Page 4

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Best Case Bankruptcy

Case 3:19-bk-02693 Doc 2 Filed 04/26/19 Entered 04/26/19 13:29:16 Desc Main Document Page 4 of 5

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.



Fill in this information to identify your case:

Debtor 1	<b>Fawn</b>	<b>Fenton</b>	
	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 an amended filing

**Official Form 103A**  
**Application for Individuals to Pay the Filing Fee in Installments**

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information.

**Part 1: Specify Your Proposed Payment Timetable**

1. Which chapter of the Bankruptcy Code are you choosing to file under?
- Chapter 7
  - Chapter 11
  - Chapter 12
  - Chapter 13
2. You may apply to pay the filing fee in up to four installments. Fill in the amounts you propose to pay and the dates you plan to pay them. Be sure all dates are business days. Then add the payments you propose to pay.

You propose to pay...

With the filing of the petition  
 On or before this date.....

\$ 0.00 MM / DD / YYYY

\$ \_\_\_\_\_ On or before this date..... MM / DD / YYYY

(X) or, balance to be paid through plan by Chapter 13 Trustee.

\$ \_\_\_\_\_ On or before this date..... MM / DD / YYYY

+ \$ \_\_\_\_\_ On or before this date..... MM / DD / YYYY

You must propose to pay the entire fee no later than 120 days after you file this bankruptcy case. If the court approves your application, the court will set your final payment timetable.

Total \$ **310.00** Your total must equal the entire fee for the chapter you checked in line 1.

**Part 2: Sign Below**

By signing here, you state that you are unable to pay the full filing fee at once, that you want to pay the fee in installments, and that you understand that:

- You must pay your entire filing fee before you make any more payments or transfer any more property to an attorney, bankruptcy petition preparer, or anyone else for services in connection with your bankruptcy case.
- You must pay the entire fee no later than 120 days after you first file for bankruptcy, unless the court later extends your deadline. Your debts will not be discharged until your entire fee is paid.
- If you do not make any payment when it is due, your bankruptcy case may be dismissed, and your rights in other bankruptcy proceedings may be affected.

X /s/ <b>Fawn</b> <b>Fenton</b> Signature of Debtor 1	X _____ Signature of Debtor 2	X /s/ <b>Mary Beth Ausbrooks</b> <b>Mary Beth Ausbrooks</b> Your attorney's name and signature, if you used one
Date <b>April 26, 2019</b> MM / DD / YYYY	Date _____ MM / DD / YYYY	Date <b>April 26, 2019</b> MM / DD / YYYY

Fill in this information to identify the case:			
Debtor 1	<b>Fawn</b>	<b>Fenton</b>	
	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)			
Chapter filing under:		<input type="checkbox"/>	Chapter 7
		<input type="checkbox"/>	Chapter 11
		<input type="checkbox"/>	Chapter 12
		<input checked="" type="checkbox"/>	Chapter 13

**Order Approving Payment of Filing Fee in Installments**

After considering the *Application for Individuals to Pay the Filing Fee in Installments* (Official Form 103A), the court orders that:

- The debtor(s) may pay the filing fee in installments on the terms proposed in the application.
- The debtor(s) must pay the filing fee according to the following terms:

<u>You must pay...</u>	<u>On or before this date...</u>
\$ _____	_____ Month / day / year
\$ _____	_____ Month / day / year
\$ _____	_____ Month / day / year
+ \$ _____	_____ Month / day / year
<b>Total</b> \$ <span style="border: 1px solid black; padding: 2px;">_____</span>	

Until the filing fee is paid in full, the debtor(s) must not make any additional payment or transfer any additional property to an attorney or to anyone else for services in connection with this case.

By the court: \_\_\_\_\_  
 \_\_\_\_\_ Month / day / year                      United States Bankruptcy Judge

**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 as directed in lines 17 and 21:**

According to the calculations required by this Statement:

1. Disposable income is not determined under 11 U.S.C. § 1325(b)(3).

2. Disposable income is determined under 11 U.S.C. § 1325(b)(3).

---

3. The commitment period is 3 years.

4. The commitment period is 5 years.

Check if this is an amended filing

**Official Form 122C-1**  
**Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period**

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form. Include the line number to which the additional information applies. On the top of any additional pages, write your name and case number (if known).

**Part 1: Calculate Your Average Monthly Income**

1. What is your marital and filing status? Check one only.
- Not married. Fill out Column A, lines 2-11.
- Married. Fill out both Columns A and B, lines 2-11.

Fill in the average monthly income that you received from all sources, derived during the 6 full months before you file this bankruptcy case. 11 U.S.C. § 101(10A). For example, if you are filing on September 15, the 6-month period would be March 1 through August 31. If the amount of your monthly income varied during the 6 months, add the income for all 6 months and divide the total by 6. Fill in the result. Do not include any income amount more than once. For example, if both spouses own the same rental property, put the income from that property in one column only. If you have nothing to report for any line, write \$0 in the space.

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
2. Your gross wages, salary, tips, bonuses, overtime, and commissions (before all payroll deductions).	\$ 7,500.00	\$ 0.00
3. Alimony and maintenance payments. Do not include payments from a spouse if Column B is filled in.	\$ 0.00	\$ 0.00
4. All amounts from any source which are regularly paid for household expenses of you or your dependents, including child support. Include regular contributions from an unmarried partner, members of your household, your dependents, parents, and roommates. Do not include payments from a spouse. Do not include payments you listed on line 3.	\$ 0.00	\$ 0.00
5. Net income from operating a business, profession, or farm	Debtor 1	
Gross receipts (before all deductions)	\$ 0.00	
Ordinary and necessary operating expenses	-\$ 0.00	
Net monthly income from a business, profession, or farm	\$ 0.00	Copy here -> \$ 0.00
6. Net income from rental and other real property	Debtor 1	
Gross receipts (before all deductions)	\$ 0.00	
Ordinary and necessary operating expenses	-\$ 0.00	
Net monthly income from rental or other real property	\$ 0.00	Copy here -> \$ 0.00



Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known)

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
7. Interest, dividends, and royalties	\$ 0.00	\$ 0.00
8. Unemployment compensation	\$ 0.00	\$ 0.00
Do not enter the amount if you contend that the amount received was a benefit under the Social Security Act. Instead, list it here:		
For you .....	\$ 0.00	
For your spouse .....	\$ 0.00	
9. Pension or retirement income. Do not include any amount received that was a benefit under the Social Security Act.	\$ 0.00	\$ 0.00
10. Income from all other sources not listed above. Specify the source and amount. Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, a crime against humanity, or international or domestic terrorism. If necessary, list other sources on a separate page and put the total below.	\$ 0.00	\$ 0.00
_____	\$ 0.00	\$ 0.00
_____	\$ 0.00	\$ 0.00
Total amounts from separate pages, if any.	+ \$ 0.00	\$ 0.00

11. Calculate your total average monthly income. Add lines 2 through 10 for each column. Then add the total for Column A to the total for Column B.

\$ 7,500.00	+	\$ 0.00	=	\$ 7,500.00
				Total average monthly income

**Part 2: Determine How to Measure Your Deductions from Income**

12. Copy your total average monthly income from line 11. \$ 7,500.00

13. Calculate the marital adjustment. Check one:
- You are not married. Fill in 0 below.
  - You are married and your spouse is filing with you. Fill in 0 below.
  - You are married and your spouse is not filing with you.

Fill in the amount of the income listed in line 11, Column B, that was NOT regularly paid for the household expenses of you or your dependents, such as payment of the spouse's tax liability or the spouse's support of someone other than you or your dependents.

Below, specify the basis for excluding this income and the amount of income devoted to each purpose. If necessary, list additional adjustments on a separate page.

If this adjustment does not apply, enter 0 below.

_____	\$ _____	
_____	\$ _____	
_____	+\$ _____	
Total .....	\$ 0.00	Copy here=> - 0.00

14. Your current monthly income. Subtract line 13 from line 12. \$ 7,500.00

15. Calculate your current monthly income for the year. Follow these steps:

15a. Copy line 14 here=> \$ 7,500.00

Multiply line 15a by 12 (the number of months in a year). x 12

15b. The result is your current monthly income for the year for this part of the form. \$ 90,000.00



Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known)

### Current Monthly Income Details for the Debtor

**Debtor Income Details:**

Income for the Period **10/01/2018** to **03/31/2019**.

**Line 2 - Gross wages, salary, tips, bonuses, overtime, commissions**

Source of Income: **Adkisson & Associates**

Constant income of **\$7,500.00** per month.



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

Official Form 122C-2

## Chapter 13 Calculation of Your Disposable Income

04/19

To fill out this form, you will need your completed copy of *Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period* (Official Form 122C-1).

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form. Include the line number to which additional information applies. On the top any additional pages, write your name and case number (if known).

### Part 1: Calculate Your Deductions from Your Income

The Internal Revenue Service (IRS) issues National and Local Standards for certain expense amounts. Use these amounts to answer the the questions in lines 6-15. To find the IRS standards, go online using the link specified in the separate instructions for this form. This information may also be available at the bankruptcy clerk's office.

Deduct the expense amounts set out in lines 6-15 regardless of your actual expense. In later parts of the form, you will use some of your actual expenses if they are higher than the standards. Do not include any operating expenses that you subtracted from income in lines 5 and 6 of Form 122C-1, and do not deduct any amounts that you subtracted from your spouse's income in line 13 of Form 122C-1.

If your expenses differ from month to month, enter the average expense.

Note: Line numbers 1-4 are not used in this form. These numbers apply to information required by a similar form used in chapter 7 cases.

**5. The number of people used in determining your deductions from income**

Fill in the number of people who could be claimed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support. This number may be different from the number of people in your household.

1

**National Standards** You must use the IRS National Standards to answer the questions in lines 6-7.

**6. Food, clothing, and other items:** Using the number of people you entered in line 5 and the IRS National Standards, fill in the dollar amount for food, clothing, and other items. \$ 647.00

**7. Out-of-pocket health care allowance:** Using the number of people you entered in line 5 and the IRS National Standards, fill in the dollar amount for out-of-pocket health care. The number of people is split into two categories—people who are under 65 and people who are 65 or older—because older people have a higher IRS allowance for health care costs. If your actual expenses are higher than this IRS amount, you may deduct the additional amount on line 22.

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) \_\_\_\_\_

**People who are under 65 years of age**

7a. Out-of-pocket health care allowance per person \$ 52  
 7b. Number of people who are under 65 X 1  
 7c. Subtotal. Multiply line 7a by line 7b. \$ 52.00 Copy here=> \$ 52.00

**People who are 65 years of age or older**

7d. Out-of-pocket health care allowance per person \$ 114  
 7e. Number of people who are 65 or older X 0  
 7f. Subtotal. Multiply line 7d by line 7e. \$ 0.00 Copy here=> \$ 0.00

7g. Total. Add line 7c and line 7f ..... \$ 52.00 Copy total here=> \$ 52.00

**Local Standards** You must use the IRS Local Standards to answer the questions in lines 8-15.

Based on information from the IRS, the U.S. Trustee Program has divided the IRS Local Standard for housing for bankruptcy purposes into two parts:

- Housing and utilities - Insurance and operating expenses
- Housing and utilities - Mortgage or rent expenses

To answer the questions in lines 8-9, use the U.S. Trustee Program chart. To find the chart, go online using the link specified in the separate instructions for this form. This chart may also be available at the bankruptcy clerk's office.

8. Housing and utilities - Insurance and operating expenses: Using the number of people you entered in line 5, fill in the dollar amount listed for your county for insurance and operating expenses. \$ 490.00

9. Housing and utilities - Mortgage or rent expenses:

9a. Using the number of people you entered in line 5, fill in the dollar amount listed for your county for mortgage or rent expenses. \$ 1,447.00

9b. Total average monthly payment for all mortgages and other debts secured by your home.

To calculate the total average monthly payment, add all amounts that are contractually due to each secured creditor in the 60 months after you file for bankruptcy. Next divide by 60.

Name of the creditor	Average monthly payment
-NONE-	\$ _____

9b. Total average monthly payment \$ 0.00 Copy here=> -\$ 0.00 Repeat this amount on line 33a.

9c. Net mortgage or rent expense.

Subtract line 9b (total average monthly payment) from line 9a (mortgage or rent expense). If this number is less than \$0, enter \$0. \$ 1,447.00 Copy here=> \$ 1,447.00

10. If you claim that the U.S. Trustee Program's division of the IRS Local Standard for housing is incorrect and affects the calculation of your monthly expenses, fill in any additional amount you claim. \$ 0.00

Explain why: \_\_\_\_\_

Debtor 1 **Fawn ██████ Fenton**

Case number (if known)

**11. Local transportation expenses:** Check the number of vehicles for which you claim an ownership or operating expense.

- 0. Go to line 14.
- 1. Go to line 12.
- 2 or more. Go to line 12.

**12. Vehicle operation expense:** Using the IRS Local Standards and the number of vehicles for which you claim the operating expenses, fill in the *Operating Costs* that apply for your Census region or metropolitan statistical area. \$ 196.00

**13. Vehicle ownership or lease expense:** Using the IRS Local Standards, calculate the net ownership or lease expense for each vehicle below. You may not claim the expense if you do not make any loan or lease payments on the vehicle. In addition, you may not claim the expense for more than two vehicles.

**Vehicle 1 Describe Vehicle 1:** 2017 Toyota Prius 23,000 miles VIN: ██████████

**13a. Ownership or leasing costs using IRS Local Standard**..... \$ 497.00

**13b. Average monthly payment for all debts secured by Vehicle 1.**  
Do not include costs for leased vehicles.

To calculate the average monthly payment here and on line 13e, add all amounts that are contractually due to each secured creditor in the 60 months after you file for bankruptcy. Then divide by 60.

Name of each creditor for Vehicle 1	Average monthly payment
<u>Toyota Motor Credit Co.</u>	\$ <u>300.00</u>

Total Average Monthly Payment \$ 300.00 Copy here => -\$ 300.00 Repeat this amount on line 33b.

**13c. Net Vehicle 1 ownership or lease expense**  
Subtract line 13b from line 13a. if the number is less than \$0, enter \$0. .... \$ 197.00 Copy net Vehicle 1 expense here => \$ 197.00

**Vehicle 2 Describe Vehicle 2:** \_\_\_\_\_

**13d. Ownership or leasing costs using IRS Local Standard**..... \$ 0.00

**13e. Average monthly payment for all debts secured by Vehicle 2.** Do not include costs for leased vehicles.

Name of each creditor for Vehicle 2	Average monthly payment
_____	\$ _____

Total average monthly payment \$ \_\_\_\_\_ Copy here => -\$ 0.00 Repeat this amount on line 33c.

**13f. Net Vehicle 2 ownership or lease expense**  
Subtract line 13e from line 13d. if this number is less than \$0, enter \$0. .... \$ 0.00 Copy net Vehicle 2 expense here => \$ 0.00

**14. Public transportation expense:** If you claimed 0 vehicles in line 11, using the IRS Local Standards, fill in the *Public Transportation* expense allowance regardless of whether you use public transportation. \$ 0.00

**15. Additional public transportation expense:** If you claimed 1 or more vehicles in line 11 and if you claim that you may also deduct a public transportation expense, you may fill in what you believe is the appropriate expense, but you may not claim more than the IRS Local Standard for *Public Transportation*. \$ 0.00



Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known) \_\_\_\_\_

**Other Necessary Expenses** In addition to the expense deductions listed above, you are allowed your monthly expenses for the following IRS categories.

- 16. **Taxes:** The total monthly amount that you will actually pay for federal, state and local taxes, such as income taxes, self-employment taxes, social security taxes, and Medicare taxes. You may include the monthly amount withheld from your pay for these taxes. However, if you expect to receive a tax refund, you must divide the expected refund by 12 and subtract that number from the total monthly amount that is withheld to pay for taxes.  
Do not include real estate, sales, or use taxes. \$ 1,654.96
- 17. **Involuntary deductions:** The total monthly payroll deductions that your job requires, such as retirement contributions, union dues, and uniform costs.  
Do not include amounts that are not required by your job, such as voluntary 401(k) contributions or payroll savings. \$ 0.00
- 18. **Life Insurance:** The total monthly premiums that you pay for your own term life insurance. If two married people are filing together, include payments that you make for your spouse's term life insurance.  
Do not include premiums for life insurance on your dependents, for a non-filing spouse's life insurance, or for any form of life insurance other than term. \$ 0.00
- 19. **Court-ordered payments:** The total monthly amount that you pay as required by the order of a court or administrative agency, such as spousal or child support payments.  
Do not include payments on past due obligations for spousal or child support. You will list these obligations in line 35. \$ 0.00
- 20. **Education:** The total monthly amount that you pay for education that is either required:
  - as a condition for your job, or
  - for your physically or mentally challenged dependent child if no public education is available for similar services.\$ 0.00
- 21. **Childcare:** The total monthly amount that you pay for childcare, such as babysitting, daycare, nursery, and preschool.  
Do not include payments for any elementary or secondary school education. \$ 0.00
- 22. **Additional health care expenses, excluding insurance costs:** The monthly amount that you pay for health care that is required for the health and welfare of you or your dependents and that is not reimbursed by insurance or paid by a health savings account. Include only the amount that is more than the total entered in line 7.  
Payments for health insurance or health savings accounts should be listed only in line 25. \$ 0.00
- 23. **Optional telephone and telephone services:** The total monthly amount that you pay for telecommunication services for you and your dependents, such as pagers, call waiting, caller identification, special long distance, or business cell phone service, to the extent necessary for your health and welfare or that of your dependents or for the production of income, if it is not reimbursed by your employer.  
Do not include payments for basic home telephone, internet and cell phone service. Do not include self-employment expenses, such as those reported on line 5 of Official Form 122C-1, or any amount you previously deducted. +\$ 0.00
- 24. **Add all of the expenses allowed under the IRS expense allowances.**  
Add lines 6 through 23. \$ 4,683.96

**Additional Expense Deductions** These are additional deductions allowed by the Means Test.

*Note:* Do not include any expense allowances listed in lines 6-24.

- 25. **Health insurance, disability insurance, and health savings account expenses.** The monthly expenses for health insurance, disability insurance, and health savings accounts that are reasonably necessary for yourself, your spouse, or your dependents.
 

Health insurance	\$	<u>0.00</u>		
Disability insurance	\$	<u>0.00</u>		
Health savings account	+ \$	<u>0.00</u>		
<b>Total</b>	<b>\$</b>	<b><u>0.00</u></b>	Copy total here=>	<b>\$ <u>0.00</u></b>

Do you actually spend this total amount?  
 No. How much do you actually spend?  
 Yes \$ \_\_\_\_\_

- 26. **Continued contributions to the care of household or family members.** The actual monthly expenses that you will continue to pay for the reasonable and necessary care and support of an elderly, chronically ill, or disabled member of your household or member of your immediate family who is unable to pay for such expenses. These expenses may include contributions to an account of a qualified ABLE program. 26 U.S.C. § 529A(b). \$ 0.00
  - 27. **Protection against family violence.** The reasonably necessary monthly expenses that you incur to maintain the safety of you and your family under the Family Violence Prevention and Services Act or other federal laws that apply. \$ 0.00
- By law, the court must keep the nature of these expenses confidential.

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known)

28. **Additional home energy costs.** Your home energy costs are included in your insurance and operating expenses on line 8.  
 If you believe that you have home energy costs that are more than the home energy costs included in expenses on line 8, then fill in the excess amount of home energy costs.  
 You must give your case trustee documentation of your actual expenses, and you must show that the additional amount claimed is reasonable and necessary. \$ 0.00
29. **Education expenses for dependent children who are younger than 18.** The monthly expenses (not more than \$170.83\* per child) that you pay for your dependent children who are younger than 18 years old to attend a private or public elementary or secondary school.  
 You must give your case trustee documentation of your actual expenses, and you must explain why the amount claimed is reasonable and necessary and not already accounted for in lines 6-23.  
 \* Subject to adjustment on 4/01/22, and every 3 years after that for cases begun on or after the date of adjustment. \$ 0.00
30. **Additional food and clothing expense.** The monthly amount by which your actual food and clothing expenses are higher than the combined food and clothing allowances in the IRS National Standards. That amount cannot be more than 5% of the food and clothing allowances in the IRS National Standards.  
 To find a chart showing the maximum additional allowance, go online using the link specified in the separate instructions for this form. This chart may also be available at the bankruptcy clerk's office.  
 You must show that the additional amount claimed is reasonable and necessary. \$ 0.00
31. **Continuing charitable contributions.** The amount that you will continue to contribute in the form of cash or financial instruments to a religious or charitable organization. 11 U.S.C. § 548(d)(3) and (4).  
 Do not include any amount more than 15% of your gross monthly income. \$ 25.00
32. **Add all of the additional expense deductions.** Add lines 25 through 31. \$ 25.00

**Deductions for Debt Payment**

33. **For debts that are secured by an interest in property that you own, including home mortgages, vehicle loans, and other secured debt, fill in lines 33a through 33e.**  
 To calculate the total average monthly payment, add all amounts that are contractually due to each secured creditor in the 60 months after you file for bankruptcy. Then divide by 60.
- |   |   | Average monthly payment  |
|---|---|--|
| <b>Mortgages on your home</b>                                       |   |  |
| 33a. Copy line 9b here .....  | =>                                      | \$ <u>0.00</u>   |
| <b>Loans on your first two vehicles</b>                             |   |  |
| 33b. Copy line 13b here .....                                       | =>                                      | \$ <u>300.00</u>   |
| 33c. Copy line 13e here .....                                       | =>                                      | \$ <u>0.00</u>   |
| 33d. List other secured debts                                       |   |  |
| Name of each creditor for other secured debt                        | Identify property that secures the debt | Does payment include taxes or insurance?   |
| -NONE-  |   | <input type="checkbox"/> No<br><input type="checkbox"/> Yes \$ _____   |
|   |   | <input type="checkbox"/> No<br><input type="checkbox"/> Yes \$ _____   |
|   |   | <input type="checkbox"/> No<br><input type="checkbox"/> Yes + \$ _____   |
| 33e. Total average monthly payment. Add lines 33a through 33d ..... |   | <div style="border: 1px solid black; padding: 5px; display: inline-block;">\$ <u>300.00</u></div> <span style="margin-left: 10px;">Copy total here=&gt;</span> <div style="border: 1px solid black; padding: 5px; display: inline-block;">\$ <u>300.00</u></div> |



Debtor 1 **Fawn ██████ Fenton**

Case number (if known) \_\_\_\_\_

34. Are any debts that you listed in line 33 secured by your primary residence, a vehicle, or other property necessary for your support or the support of your dependents?

- No. Go to line 35.
- Yes. State any amount that you must pay to a creditor, in addition to the payments listed in line 33, to keep possession of your property (called the *cure amount*). Next, divide by 60 and fill in the information below.

Name of the creditor	Identify property that secures the debt	Total cure amount	Monthly cure amount
-NONE-		\$ _____	+ 60 = \$ _____
		Total \$ <b>0.00</b>	Copy total here=> \$ <b>0.00</b>

35. Do you owe any priority claims - such as a priority tax, child support, or alimony - that are past due as of the filing date of your bankruptcy case? 11 U.S.C. § 507.

- No. Go to line 36.
- Yes. Fill in the total amount of all of these priority claims. Do not include current or ongoing priority claims, such as those you listed in line 19.

Total amount of all past-due priority claims \$ **310.00** + 60 \$ **5.17**

36. Projected monthly Chapter 13 plan payment

\$ **1,190.00**

Current multiplier for your district as stated on the list issued by the Administrative Office of the United States Courts (for districts in Alabama and North Carolina) or by the Executive Office for United States Trustees (for all other districts).

X **3.50**

To find a list of district multipliers that includes your district, go online using the link specified in the separate instructions for this form. This list may also be available at the bankruptcy clerk's office.

Average monthly administrative expense

\$ **41.65**

Copy total here=> \$ **41.65**

37. Add all of the deductions for debt payment.  
Add lines 33e through 36.

\$ **346.82**

**Total Deductions from Income**

38. Add all of the allowed deductions.

Copy line 24, All of the expenses allowed under IRS expense allowances \$ **4,683.96**

Copy line 32, All of the additional expense deductions \$ **25.00**

Copy line 37, All of the deductions for debt payment +\$ **346.82**

Total deductions..... \$ **5,055.78** Copy total here=> \$ **5,055.78**



Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known)

**Part 2: Determine Your Disposable Income Under 11 U.S.C. § 1325(b)(2)**

- 39. Copy your total current monthly income from line 14 of Form 122C-1, Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period. \$ 7,500.00
- 40. Fill in any reasonably necessary income you receive for support for dependent children. The monthly average of any child support payments, foster care payments, or disability payments for a dependent child, reported in Part I of Form 122C-1, that you received in accordance with applicable nonbankruptcy law to the extent reasonably necessary to be expended for such child. \$ 0.00
- 41. Fill in all qualified retirement deductions. The monthly total of all amounts that your employer withheld from wages as contributions for qualified retirement plans, as specified in 11 U.S.C. § 541(b)(7) plus all required repayments of loans from retirement plans, as specified in 11 U.S.C. § 362(b)(19). \$ 0.00
- 42. Total of all deductions allowed under 11 U.S.C. § 707(b)(2)(A). Copy line 38 here => \$ 5,055.78
- 43. Deduction for special circumstances. If special circumstances justify additional expenses and you have no reasonable alternative, describe the special circumstances and their expenses. You must give your case trustee a detailed explanation of the special circumstances and documentation for the expenses.

Describe the special circumstances	Amount of expense
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total \$ 0.00 Copy here=> \$ 0.00

44. Total adjustments. Add lines 40 through 43 => \$ 5,055.78 Copy here=> -\$ 5,055.78

45. Calculate your monthly disposable income under § 1325(b)(2). Subtract line 44 from line 39. \$ 2,444.22

**Part 3: Change in Income or Expenses**

46. Change in income or expenses. If the income in Form 122C-1 or the expenses you reported in this form have changed or are virtually certain to change after the date you filed your bankruptcy petition and during the time your case will be open, fill in the information below. For example, if the wages reported increased after you filed your petition, check 122C-1 in the first column, enter line 2 in the second column, explain why the wages increased, fill in when the increase occurred, and fill in the amount of the increase.

Form	Line	Reason for change	Date of change	Increase or decrease?	Amount of change
<input type="checkbox"/> 122C-1				<input type="checkbox"/> Increase	
<input type="checkbox"/> 122C-2	_____	_____	_____	<input type="checkbox"/> Decrease	\$ _____
<input type="checkbox"/> 122C-1				<input type="checkbox"/> Increase	
<input type="checkbox"/> 122C-2	_____	_____	_____	<input type="checkbox"/> Decrease	\$ _____
<input type="checkbox"/> 122C-1				<input type="checkbox"/> Increase	
<input type="checkbox"/> 122C-2	_____	_____	_____	<input type="checkbox"/> Decrease	\$ _____
<input type="checkbox"/> 122C-1				<input type="checkbox"/> Increase	
<input type="checkbox"/> 122C-2	_____	_____	_____	<input type="checkbox"/> Decrease	\$ _____

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known)

**Part 4: Sign Below**

By signing here, under penalty of perjury you declare that the information on this statement and in any attachments is true and correct.

**X /s/ Fawn [REDACTED] Fenton**

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

Date **April 26, 2019**  
MM/DD/YYYY

Certificate Number: 15725-TNM-CC-032535372



15725-TNM-CC-032535372

## CERTIFICATE OF COUNSELING

I CERTIFY that on April 1, 2019, at 3:36 o'clock PM EDT, Fawn Fenton received from 001 Debtorcc, Inc., an agency approved pursuant to 11 U.S.C. § 111 to provide credit counseling in the Middle District of Tennessee, an individual [or group] briefing that complied with the provisions of 11 U.S.C. §§ 109(h) and 111.

A debt repayment plan was not prepared. If a debt repayment plan was prepared, a copy of the debt repayment plan is attached to this certificate.

This counseling session was conducted by internet.

Date: April 1, 2019 By: /s/Landes Thomas

Name: Landes Thomas

Title: Counselor

\* Individuals who wish to file a bankruptcy case under title 11 of the United States Bankruptcy Code are required to file with the United States Bankruptcy Court a completed certificate of counseling from the nonprofit budget and credit counseling agency that provided the individual the counseling services and a copy of the debt repayment plan, if any, developed through the credit counseling agency. *See* 11 U.S.C. §§ 109(h) and 521(b).



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

IN RE:

Fawn [REDACTED] Fenton  
[REDACTED]  
Brentwood, TN 37027  
SSN: XXX-XX-2065

Debtor

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CHAPTER 13  
CASE NO: 19-02693  
JUDGE WALKER

**CERTIFICATE OF SERVICE**

I certify that on this 26<sup>TH</sup> day of April, 2019, I served a copy of the foregoing Chapter 13 Plan in the following manner:

***Email by Electronic Case Noticing to:***

Asst. U.S. Trustee  
Henry E. Hildebrand, III, Chapter 13 Trustee

***By U.S. Postal Service, Certified Mail to:***

***By U.S. Postal Service, postage prepaid to:***

BanCorp South  
Attn: Officer Manager or Agent  
914 Murfreesboro Road  
Franklin TN 37067-0000

Bank of America, NA  
Attn: Officer Manager or Agent  
4909 Savarese Circle  
Tampa FL 33634-0000

Toyota Motor Credit Co.  
Attn Officer Manager or Agent  
5005 N River Blvd. NE  
Cedar Rapids IA 52411-6634

0 TOTAL CERTIFIED MAILINGS: \$0.00  
3 TOTAL USPS MAILINGS: \$3.00

Respectfully submitted

/s/ Mary Beth Ausbrooks

Mary Beth Ausbrooks

Debtor **Fawn [REDACTED] Fenton**  
 United States Bankruptcy Court for the

**MIDDLE DISTRICT OF TENNESSEE**  
 [Bankruptcy district]

Check if this is an amended plan

Case number: \_\_\_\_\_

**Chapter 13 Plan**

**Part 1: Notices**

**To Debtor(s):** This form sets out options that are appropriate in some cases but not in others. The presence of an option does not indicate that the option is appropriate in your circumstances.

**To Creditors:** Your rights are affected by this plan. Your claim may be reduced, modified, or eliminated.

If you oppose the treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 5 days before the meeting of creditors or raise an objection on the record at the meeting of creditors. The Bankruptcy Court may confirm this plan without further notice if no timely objection to confirmation is made. In addition, a timely proof of claim must be filed before your claim will be paid under the plan.

Debtor(s) must check one box on each line to state whether the plan includes each of the following items. If an item is not checked as "Included" or if both boxes are checked, the provision will not be effective if set out later in the plan.

1.1	A limit on the amount of a secured claim, set out in § 3.2, which may result in partial payment or no payment to the secured creditor.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in § 3.4.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
1.3	Nonstandard provisions, set out in Part 9.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included

**Part 2: Plan Payments and Length of Plan**

**2.1 Debtor(s) will make payments to the trustee as follows:**

Payments made by	Amount of each payment	Frequency of payments	Duration of payments	Method of payment
<input checked="" type="checkbox"/> Debtor 1	<b>\$595.00</b>	<b>Semi-Monthly</b>	<b>60</b> months	<input checked="" type="checkbox"/> Debtor will make payment directly to trustee
<input type="checkbox"/> Debtor 2				<input type="checkbox"/> Debtor consents to payroll deduction from:

**2.2 Income tax refunds.**

Check one.

- Debtor(s) will retain any income tax refunds received during the plan term.
- Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will turn over to the trustee all income tax refunds received during the plan term.
- Debtor(s) will treat income refunds as follows:  
 \_\_\_\_\_  
 \_\_\_\_\_

**2.3 Additional payments.**

Check one.

- None. If "None" is checked, the rest of § 2.3 need not be completed or reproduced.

**2.4 The total amount of estimated payments to the trustee provided for in §§ 2.1 and 2.3 is \$100%.**

**Part 3: Treatment of Secured Claims**

**3.1 Maintenance of payments and cure of default. Check one.**

- None. If "None" is checked, the rest of § 3.1 need not be completed or reproduced.
- Installment payments on the secured claims listed below will be maintained, and any arrearage through the month of confirmation will be paid in full as stated below. Both the installment payments and the amounts to cure the arrearage will be

APPENDIX D

Chapter 13 Plan

Page 1

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Best Case Bankruptcy



Debtor

**Fawn [REDACTED] Fenton**

Case number

disbursed by the trustee.

Amounts stated on a proof of claim filed in accordance with the Bankruptcy Rules control over any contrary amounts listed below as to the current installment payment and arrearage. After confirmation of the plan, the trustee shall adjust the installment payments below in accordance with any such proof of claim and any Notice of Mortgage Payment Change filed under Rule 3002.1. The trustee shall adjust the plan payment in Part 2 in accordance with any adjustment to an installment payment and shall file a notice of the adjustment and deliver a copy to the debtor, the debtor's attorney, the creditor, and the U.S. Trustee, but if an adjustment is less than \$25 per month, the trustee shall have the discretion to adjust only the installment payment without adjusting the payments under Part 2. The trustee is further authorized to pay any postpetition fee, expense, or charge, notice of which is filed under Bankruptcy Rule 3002.1 and as to which no objection is raised, at the same disbursement level as the arrearage.

Confirmation of this Plan imposes on any claim holder listed below the obligation to:

- Apply arrearage payments received from the trustee only to such arrearages.
- Treat the 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.

If relief from the automatic stay is ordered as to any collateral listed below, all payments under this section to creditors secured by that collateral will cease.

Name of Creditor	Collateral	Current installment payment (including escrow)	Amount of arrearage, if any	Interest rate on arrearage (if applicable)	Monthly payment on arrearage, if any
BanCorp South	1986 Sunny Side Drive Brentwood, TN 37027 Williamson County	See Nonstandard provisions, set out in Part 9.	Prepetition: <b>\$0.00</b>	<b>0.00%</b>	See Nonstandard provisions, set out in Part 9.
			Gap payments:		
			Last month in gap:		
Bank of America, NA	1986 Sunny Side Drive Brentwood, TN 37027 Williamson County	See Nonstandard provisions, set out in Part 9.	Prepetition: <b>\$0.00</b>	<b>0.00%</b>	See Nonstandard provisions, set out in Part 9.
			Gap payments:		
			Last month in gap:		

**3.2 Request for valuation of security and claim modification. Check one.**

- None. If "None" is checked, the rest of § 3.2 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in § 1. is checked.
- For each claim listed below, the debtor(s) request that the court determine the value of the creditor's interest in any property securing the claim based on the amount stated in the column headed Value securing claim. If this amount exceeds any allowed claim amount, the claim will be paid in full with interest at the rate stated below. If the amount is less than the allowed claim amount, the claim will be paid the full value securing the claim, with interest at the rate stated below.

The portion of any allowed claim that exceeds the value securing the claim will be treated as an unsecured claim under § 5.1. If the value securing a creditor's claim is listed below as zero or no value, the creditor's allowed claim will be treated entirely as an unsecured claim under § 5.1. The avoidance of any lien because it is not secured by any value must be addressed in Part 9. The amount of a creditor's total claim stated on a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount stated below.

The holder of any claim listed below as secured by any value will retain the lien until the earlier of:

- (a) payment of the underlying debt determined under nonbankruptcy law, or
- (b) discharge under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

If relief from the automatic stay is ordered as to any collateral listed below, all payments under this section to creditors secured by that collateral will cease.

Debtor	Fawn ██████ Fenton		Case number				
Name of creditor	Estimated amount of creditor's total claim	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Value securing claim	Interest rate	Monthly payment
Toyota Motor Credit Co.	\$12,600.00	2017 Toyota Prius 23,000 miles VIN: ██████	\$16,375.00	\$0.00	\$12,600.00	5.50%	\$356.99 (Class 3)

3.3 Secured claims excluded from 11 U.S.C. § 506. Check one.

None. If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

3.4 Lien avoidance. Check one.

None. If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

3.5 Surrender of collateral. Check one.

None. If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

**Part 4: Treatment of Priority Claims (including Attorney's Fees and Domestic Support Obligations)**

4.1 Attorney's fees.

The balance of the fees owed to the attorney for the debtor(s) is estimated to be **\$4,250.00 (Class 3)**. The remaining fees and any additional fees that may be awarded shall be paid through the trustee as specified below. Check one.

The attorney for the debtor(s) shall receive a monthly payment of **\$770 (Class 3)**.

The attorney for the debtor(s) shall receive available funds.

4.2 Domestic support obligations.

(a) Pre- and postpetition domestic support obligations to be paid in full. Check one.

None. If "None" is checked, the rest of § 4.2(a) need not be completed or reproduced.

(b) Domestic support obligations assigned or owed to a governmental unit and paid less than full amount. Check one.

None. If "None" is checked, the rest of § 4.2(b) need not be completed or reproduced.

4.3 Other priority claims. Check one.

None. If "None" is checked, the rest of § 4.3 need not be completed or reproduced.

The priority claims listed below will be paid in full through the trustee. Amounts stated on a proof of claim filed in accordance with the Bankruptcy Rules control over any contrary amounts listed below.

Name of Creditor	Estimated amount of claim to be paid
IRS Insolvency	\$0.00 (Class 4)
Bankruptcy Court Clerk	\$310.00 (Class 1 & 2)

**Part 5: Treatment of Nonpriority Unsecured Claims and Postpetition Claims**

5.1 Nonpriority unsecured claims not separately classified.

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata. If more than one option is checked, the option providing the largest payment will be effective. Check all that apply.

The sum of \$

**100.00** % of the total amount of these claims. (Class 5)

The funds remaining after disbursements have been made to all other creditors provided for in this plan.

Debtor

**Fawn [REDACTED] Fenton**

Case number

**5.2 Interest on allowed nonpriority unsecured claims not separately classified. Check one.** None. If "None" is checked, the rest of § 5.2 need not be completed or reproduced.**5.3 Maintenance of payments and cure of any default on nonpriority unsecured claims. Check one.** None. If "None" is checked, the rest of § 5.3 need not be completed or reproduced.**5.4 Separately classified nonpriority unsecured claims. Check one.** None. If "None" is checked, the rest of § 5.4 need not be completed or reproduced.**5.5 Postpetition claims allowed under 11 U.S.C. § 1305.**

Claims allowed under 11 U.S.C. § 1305 will be paid in full through the trustee.

**Part 6: Executory Contracts and Unexpired Leases****6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected. Check one.** None. If "None" is checked, the rest of § 6.1 need not be completed or reproduced.**Part 7: Order of Distribution of Available Funds by Trustee****7.1 The trustee will make monthly disbursements of available funds in the order specified. Check one.** Regular order of distribution:

- a. Filing fees paid through the trustee
- b. Current monthly payments on domestic support obligations
- c. Other fixed monthly payments

If available funds in any month are not sufficient to disburse all fixed monthly payments due under the plan, the trustee will allocate available funds in the order specified below or pro rata if no order is specified. If available funds in any month are not sufficient to disburse any current installment payment due under § 3.1, the trustee will withhold the partial payment amount and treat the amount as available funds in the following month.

d. Disbursements without fixed monthly payments, except under §§ 5.1 and 5.5

The trustee will make these disbursements in the order specified below or pro rata if no order is specified.

e. Disbursements to nonpriority unsecured claims not separately classified (§ 5.1)

f. Disbursements to claims allowed under § 1305 (§ 5.5)

 Alternative order of distribution:

1. Filing Fee
2. Notice Fee
3. Monthly Payments on Secured Debts & Attorney's Fees
4. Priority Debts
5. General Unsecured Claims
6. §1305 Claims

**Part 8: Vesting of Property of the Estate****8.1 Property of the estate will vest in the debtor(s) upon discharge or closing of the case, whichever occurs earlier, unless an alternative vesting date is selected below. Check the applicable box to select an alternative vesting date:***Check the applicable box:*

APPENDIX D

Chapter 13 Plan

Page 4

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Best Case Bankruptcy

Case 3:19-bk-02693 Doc 8-1 Filed 04/26/19 Entered 04/26/19 13:57:22 Desc  
Chapter 13 Plan Page 4 of 5



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" arrears shall include all sums designated as pre-petition arrears in the allowed Proof of Claim plus any post-petition pre-confirmation payments due under the underlying mortgage debt not specified in the allowed Proof of Claim. (ii) Deem the mortgage obligation as current at confirmation such that future payments, if made pursuant to the plan, shall not be subject to late fees, penalties or other charges.

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

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

**Part 10: Signatures:**

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

X /s/ Fawn [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.

**United States Bankruptcy Court**

MIDDLE DISTRICT OF TENNESSEE

Case No. 3:19-bk-02693

Chapter 13

In re:

Fawn [REDACTED] Fenton  
[REDACTED]

Brentwood, TN 37027

Social Security No.:

xxx-xx-2065

Employer's Tax I.D. No.:

**Order Approving Payment of Filing Fees in Installments**

The debtor has filed an application and affidavit stating the terms for paying the filing fees in this case in installments.

IT IS ORDERED that the debtor shall pay the filing fee in the amount of \$ 310.00 by cash, money order or cashiers check made payable to the Clerk of the US Bankruptcy Court, 701 Broadway, Suite 170, Nashville, TN 37203 within 120 days of the original filing of the petition

IT IS FURTHER ORDERED that until the filing fee is paid in full the debtor(s) shall not make any additional payment or transfer any additional property to an attorney or any other person for services in connection with this case.

BY THE COURT

Dated: 4/26/19

/s/ Charles M Walker  
United States Bankruptcy Judge

KMD

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

IN RE:  
FAWN [REDACTED] FENTON  
[REDACTED]  
BRENTWOOD, TN 37027

CASE NO. 19-02693-CW3-13  
04/29/2019

SSN XXX-XX-2065

**ORDER TO PAY TRUSTEE**

The debtor named above has filed a petition for relief under Chapter 13 of the Bankruptcy code and has submitted all future income to the jurisdiction of the United States Bankruptcy Court.

IT IS , THEREFORE, ORDERED that until further order of this Court, the debtor named above shall pay the sum of **\$595.00 SEMI-MONTHLY** and each succeeding period thereafter to the Trustee at least monthly.

**MAKE CHECKS PAYABLE AND  
MAIL PAYMENTS TO:**  
  
**CHAPTER 13 TRUSTEE  
P O BOX 340019  
NASHVILLE, TN 37203**

**PLEASE INCLUDE ON ALL PAYMENTS:**  
  
**NAME: FAWN [REDACTED] FENTON  
CASE NUMBER: 319-02693**

**FOR INQUIRIES:**  
  
**PHONE: 615-244-1101  
800-231-5928  
FAX: 615-242-3241**

IT IS FURTHER ORDERED, that all funds forwarded to the Trustee shall be by money order, cashiers check or certified funds.

IT IS FURTHER ORDERED, that the payments required herein are to commence IMMEDIATELY UPON RECEIPT of this order.

IT IS FURTHER ORDERED, that this order supercedes previous orders to the debtor to make payments to the Trustee in this case.

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

cc: FAWN [REDACTED] FENTON  
ROTHSCHILD AND AUSBROOKS PLLC  
PAID DIRECT BY DEBTOR



Charles M. Walker  
U.S. Bankruptcy Judge  
Dated: 4/30/2019



KMD

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

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

CASE NO. 19-02693-CW3-13  
04/29/2019

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CHAPTER 13 TRUSTEE  
P O BOX 340019  
NASHVILLE, TN 37203

**PLEASE INCLUDE ON ALL PAYMENTS:**  
  
NAME: FAWN [REDACTED] FENTON  
CASE NUMBER: 319-02693

**FOR INQUIRIES:**  
  
PHONE: 615-244-1101  
800-231-5928  
FAX: 615-242-3241

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IT IS FURTHER ORDERED, that this order supercedes previous orders to the debtor to make payments to the Trustee in this case.

cc: FAWN [REDACTED] FENTON  
ROTHSCHILD AND AUSBROOKS PLLC  
PAID DIRECT BY DEBTOR

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

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

<b>Information to identify the case:</b>			
Debtor 1	Fawn [REDACTED] Fenton		Social Security number or ITIN xxx-xx-2065
	First Name Middle Name Last Name		EIN --
Debtor 2 (Spouse, if filing)	First Name Middle Name Last Name		Social Security number or ITIN --
			EIN --
United States Bankruptcy Court	MIDDLE DISTRICT OF TENNESSEE		Date case filed for chapter 13 4/26/19
Case number:	3:19-bk-02693		

Official Form 309I

Notice of Chapter 13 Bankruptcy Case

12/17

For the debtors listed above, a case has been filed under chapter 13 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtors, the debtors' property, and certain codebtors. For example, while the stay is in effect, creditors cannot sue, garnish wages, assert a deficiency, repossess property, or otherwise try to collect from the debtors. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although debtors can ask the court to extend or impose a stay.

Confirmation of a chapter 13 plan may result in a discharge. Creditors who assert that the debtors are not entitled to a discharge under 11 U.S.C. § 1328(f) must file a motion objecting to discharge in the bankruptcy clerk's office within the deadline specified in this notice. Creditors who want to have their debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office by the same deadline. (See line 13 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at [www.pacer.gov](http://www.pacer.gov)).

The staff of the bankruptcy clerk's office cannot give legal advice.

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court.

	About Debtor 1:	About Debtor 2:
1. Debtor's full name	Fawn [REDACTED] Fenton	
2. All other names used in the last 8 years	[REDACTED]	
3. Address	[REDACTED] Brentwood, TN 37027	
4. Debtor's attorney Name and address	MARY ELIZABETH AUSBROOKS ROTHSCHILD & AUSBROOKS 1222 16TH AVE SO STE 12 NASHVILLE, TN 37212-2926	Contact phone: 615-242-3996 Email: marybeth@rothschildbklaw.com
5. Bankruptcy trustee Name and address	HENRY EDWARD HILDEBRAND III OFFICE OF THE CHAPTER 13 TRUSTEE PO BOX 340019 NASHVILLE, TN 37203-0019	Contact phone: 615 244-1101 Email: None
6. Bankruptcy clerk's office Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at <a href="http://www.pacer.gov">www.pacer.gov</a> .	701 Broadway Room 170 Nashville, TN 37203	Hours open: 8:00AM-4:00PM Monday-Friday Contact phone: 615-736-5584 Date: 4/30/19

For more information, see page 2



Debtor Fawn ██████ Fenton

Case number 3:19-bk-02693

<p><b>7. Meeting of creditors</b> Debtors must attend the meeting to be questioned under oath. In a joint case, both spouses must attend. Creditors may attend, but are not required to do so.</p>	<p><b>June 11, 2019 at 11:00 AM</b></p> <p>The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.</p>	<p><b>Location:</b> Customs House, 701 Broadway, Room 100, Nashville, TN 37203</p>
<p>*** Valid photo identification required ***</p>		
<p><b>8. Deadlines</b> The bankruptcy clerk's office must receive these documents and any required filing fee by the following deadlines.</p>	<p><b>Deadline to file a complaint to challenge dischargeability of certain debts:</b></p> <p><b>You must file:</b></p> <ul style="list-style-type: none"> <li>a motion if you assert that the debtors are not entitled to receive a discharge under U.S.C. § 1328(f) or</li> <li>a complaint if you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4).</li> </ul> <p><b>Deadline for all creditors to file a proof of claim (except governmental units):</b></p> <p><b>Deadline for governmental units to file a proof of claim:</b></p> <hr/> <p><b>Deadlines for filing proof of claim:</b> A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at <a href="http://www.uscourts.gov">www.uscourts.gov</a> or any bankruptcy clerk's office. If you do not file a proof of claim by the deadline, you might not be paid on your claim. To be paid, you must file a proof of claim even if your claim is listed in the schedules that the debtor filed. Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.</p> <hr/> <p><b>Deadline to object to exemptions:</b> The law permits debtors to keep certain property as exempt. If you believe that the law does not authorize an exemption claimed, you may file an objection.</p>	<p><b>Filing deadline: 8/12/19</b></p> <p><b>Filing deadline: 7/5/19</b></p> <p><b>Filing deadline: 10/23/19</b></p> <hr/> <p><b>Filing deadline: 30 days after the conclusion of the meeting of creditors</b></p>
<p><b>9. Filing of plan</b></p>	<p>If the debtor has filed a plan, it is enclosed. Any written objection must be filed at least 5 calendar days before the meeting of creditors. An oral objection may be raised at the meeting of creditors. If a timely objection is made, the confirmation hearing will be held on: <b>7/15/19 at 08:30 AM</b>, Location: <b>Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203</b>. If no timely objection is made, the plan may be confirmed as unopposed.</p>	
<p><b>10. Creditors with a foreign address</b></p>	<p>If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadline in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.</p>	
<p><b>11. Filing a chapter 13 bankruptcy case</b></p>	<p>Chapter 13 allows an individual with regular income and debts below a specified amount to adjust debts according to a plan. A plan is not effective unless the court confirms it. You may object to confirmation of the plan and appear at the confirmation hearing. A copy of the plan, if not enclosed, will be sent to you later, and if the confirmation hearing is not indicated on this notice, you will be sent notice of the confirmation hearing. The debtor will remain in possession of the property and may continue to operate the business, if any, unless the court orders otherwise.</p>	
<p><b>12. Exempt property</b></p>	<p>The law allows debtors to keep certain property as exempt. Fully exempt property will not be sold and distributed to creditors, even if the case is converted to chapter 7. Debtors must file a list of property claimed as exempt. You may inspect that list at the bankruptcy clerk's office or online at <a href="http://www.pacer.gov">www.pacer.gov</a>. If you believe that the law does not authorize an exemption that debtors claimed, you may file an objection by the deadline.</p>	
<p><b>13. Discharge of debts</b></p>	<p>Confirmation of a chapter 13 plan may result in a discharge of debts, which may include all or part of a debt. However, unless the court orders otherwise, the debts will not be discharged until all payments under the plan are made. A discharge means that creditors may never try to collect the debt from the debtors personally except as provided in the plan. If you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4), you must file a complaint and pay the filing fee in the bankruptcy clerk's office by the deadline. If you believe that the debtors are not entitled to a discharge of any of their debts under 11 U.S.C. § 1328(f), you must file a motion by the deadline.</p>	



Wife doesn't even mention the fact that she stopped paying their mortgage payments, risking both their life's savings and retirement investments, while also filing for bankruptcy and seeking to forfeit their home, literally 20-days earlier!

## Jeff Fenton

---

**From:** Fawn Fenton  
**Sent:** Thursday, May 16, 2019 5:02 PM  
**To:** Jeff Fenton  
**Subject:** RE: Terminate \$500 Per Month - Partial Support - Keeping Utilities in Your Name for Now

Ok, I am good with keeping the utilities and not sending you checks for now.

Thanks.

**From:** Jeff Fenton  
**Sent:** Thursday, May 16, 2019 1:21 PM  
**To:** Fawn Fenton ; Fawn Fenton  
**Subject:** Terminate \$500 Per Month - Partial Support - Keeping Utilities in Your Name for Now  
**Importance:** High

Hey Fawn,

Since I haven't heard anything back about transferring the utilities. I think it is probably best for now that we leave the SS utilities in your name and you can just quit mailing me the \$250 checks for my expenses every two weeks.

I deposited the final check that I have yesterday anyway, and since this is a bit of a hassle to keep reminding you about, just save this money for now to meet your own financial short-fall, which if I understood you correctly, should completely cure your present negative cash-flow.

I've been working on a million projects to make my roommates comfortable (they PEE a lot, so I need to TRY to fix the bonus room toilet), and to secure the house once I start some vocational training or job, which will be next on my list.

My stuff is all in chaos now, after cleaning out both "junk rooms", and I still have that lawsuit with BCS to contend with... response due next week.

Anyhow, I primarily wanted to touch base about the money and utilities, since it is a slight deviation from what we previously spoke of. This should benefit you slightly though financially.

I will open a new Netflix account, and email you once I do, so that you can close your account if you are no longer using it.

That way I can setup a new profile for each roommate.



I also still need to deal with AT&T who has been charging me around \$95 per month for my cell service, since you ported out.

I also still need to increase my Comcast subscription, since we are exceeding the data cap, due to our three streaming TVs.

Anyhow, I hope that you are well.

## JEFF FENTON

### **METICULOUS.TECH**

(615) 837-1300 OFFICE

(615) 837-1301 MOBILE

(615) 837-1302 FAX

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[https://rico.jefffenton.com/evidence/2019-02-21\\_request-for-clarification-on-finances.pdf](https://rico.jefffenton.com/evidence/2019-02-21_request-for-clarification-on-finances.pdf)  
[https://rico.jefffenton.com/evidence/2019-02-25\\_wifes-monthly-budget-deficit\\_400-500](https://rico.jefffenton.com/evidence/2019-02-25_wifes-monthly-budget-deficit_400-500)  
[https://rico.jefffenton.com/evidence/2019-04-26\\_ausbrooks-story-fraudulent-bk-petition.pdf](https://rico.jefffenton.com/evidence/2019-04-26_ausbrooks-story-fraudulent-bk-petition.pdf)  
[https://rico.jefffenton.com/evidence/2019-05-16\\_support-email-wife-never-mentioned-bankruptcy.pdf](https://rico.jefffenton.com/evidence/2019-05-16_support-email-wife-never-mentioned-bankruptcy.pdf)

[https://rico.jefffenton.com/evidence/2019-06-04\\_tn-chancery-divorce-filing-date-48419b.pdf](https://rico.jefffenton.com/evidence/2019-06-04_tn-chancery-divorce-filing-date-48419b.pdf)  
[https://rico.jefffenton.com/evidence/2019-07-17\\_chancery-motion-to-sell-marital-residence.pdf](https://rico.jefffenton.com/evidence/2019-07-17_chancery-motion-to-sell-marital-residence.pdf)  
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[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-call-declaration.pdf)  
[https://rico.jefffenton.com/evidence/2020-07-02\\_ch7-bk-trustee-john-mclemore-phone-call.mp3](https://rico.jefffenton.com/evidence/2020-07-02_ch7-bk-trustee-john-mclemore-phone-call.mp3)  
[https://rico.jefffenton.com/evidence/2021-01-26\\_trustees-final-account-and-distribution-report.pdf](https://rico.jefffenton.com/evidence/2021-01-26_trustees-final-account-and-distribution-report.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.mp3)  
[https://rico.jefffenton.com/evidence/2022-02-01\\_fenton-affidavit-of-story-binkley-fraud-on-court.pdf](https://rico.jefffenton.com/evidence/2022-02-01_fenton-affidavit-of-story-binkley-fraud-on-court.pdf)  
[https://rico.jefffenton.com/evidence/2022-03-10\\_doj-ustp-megan-seliber-bk-fraud-referral.mp3](https://rico.jefffenton.com/evidence/2022-03-10_doj-ustp-megan-seliber-bk-fraud-referral.mp3)  
[https://rico.jefffenton.com/evidence/2022-03-15\\_ustp-bk-fraud-referral-confirmed-no-notice.pdf](https://rico.jefffenton.com/evidence/2022-03-15_ustp-bk-fraud-referral-confirmed-no-notice.pdf)  
[https://rico.jefffenton.com/evidence/2024-01-12\\_irrefutable-proof-of-criminal-conspiracy.pdf](https://rico.jefffenton.com/evidence/2024-01-12_irrefutable-proof-of-criminal-conspiracy.pdf)  
[https://rico.jefffenton.com/evidence/2024-01-18\\_binkley-disqualification-for-bias-coercion.pdf](https://rico.jefffenton.com/evidence/2024-01-18_binkley-disqualification-for-bias-coercion.pdf)



Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known)

3:19-bk-02693

18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, <i>Schedule I, Your Income</i> (Official Form 106I).	18. \$	0.00
19. Other payments you make to support others who do not live with you.	\$	0.00
20. Other real property expenses not included in lines 4 or 5 of this form or on <i>Schedule I: Your Income</i> .		
20a. Mortgages on other property	20a. \$	0.00
20b. Real estate taxes	20b. \$	0.00

FAWN [REDACTED] FENTON 01-15 1109  
 1986 SUNNY SIDE DR 87-811/641  
 BRENTWOOD, TN 37027

5/15/2019 DATE

PAY TO THE ORDER OF JEFF FENTON \$ 250<sup>00</sup>  
TWO HUNDRED FIFTY — only — DOLLARS

**FIRST FARMERS** Member FDIC  
**PRESIDENT'S CLUB**

FOR Fawn Fenton MP

⑆06410 [REDACTED] 84 [REDACTED] 01109

FAWN [REDACTED] FENTON 01-15 1108  
 1986 SUNNY SIDE DR 87-811/641  
 BRENTWOOD, TN 37027

4/29/2019 DATE

PAY TO THE ORDER OF JEFF FENTON \$ 250<sup>00</sup>  
TWO HUNDRED FIFTY — only — DOLLARS

**FIRST FARMERS** Member FDIC  
**PRESIDENT'S CLUB**

FOR Fawn Fenton MP

⑆06410 [REDACTED] 84 [REDACTED] 01108

FAWN [REDACTED] FENTON 01-15 1106  
 1986 SUNNY SIDE DR 87-811/641  
 BRENTWOOD, TN 37027

APRIL 15, 2019 DATE

PAY TO THE ORDER OF JEFF FENTON \$ 250<sup>00</sup>  
TWO HUNDRED FIFTY — only — DOLLARS

**FIRST FARMERS** Member FDIC  
**PRESIDENT'S CLUB**

FOR Fawn Fenton MP

⑆06410 [REDACTED] 84 [REDACTED] 01106



**Fill in this information to identify your case:**

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

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

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number  
(if known)

Check if this is an amended filing

Official Form 106D

**Schedule D: Creditors Who Have Claims Secured by Property**

12/15

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**

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

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.

Date debt was incurred

Last 4 digits of account number

**2.2 Bank of America, NA**

Creditor's Name  
**Attn: Officer Manager or Agent**  
**4909 Savarese Circle**  
**Tampa, FL 33634**  
Number, Street, City, State & Zip Code

**Describe the property that secures the claim:**

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

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

- Contingent
- Unliquidated
- Disputed

Nature of lien. Check all that apply.

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

Who owes the debt? Check one.

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

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) \_\_\_\_\_

**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?  Student loans  
 No  Obligations arising out of a separation agreement or divorce that you did not report as priority claims  
 Yes  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?  Student loans  
 No  Obligations arising out of a separation agreement or divorce that you did not report as priority claims  
 Yes  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 <b>IRS Insolvency</b> <b>801 Broadway Room 285</b> <b>MDP 146</b> <b>Nashville, TN 37203</b>	On which entry in Part 1 or Part 2 did you list the original creditor? Line <u>2.1</u> of (Check one): <input checked="" type="checkbox"/> Part 1: Creditors with Priority Unsecured Claims <input type="checkbox"/> Part 2: Creditors with Nonpriority Unsecured Claims
Last 4 digits of account number _____	
Name and Address <b>US Attorney General</b> <b>US Department of Justice</b> <b>950 Pennsylvania Avenue</b> <b>Washington, DC 20530</b>	On which entry in Part 1 or Part 2 did you list the original creditor? Line <u>2.1</u> of (Check one): <input checked="" type="checkbox"/> Part 1: Creditors with Priority Unsecured Claims <input type="checkbox"/> Part 2: Creditors with Nonpriority Unsecured Claims
Last 4 digits of account number _____	

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

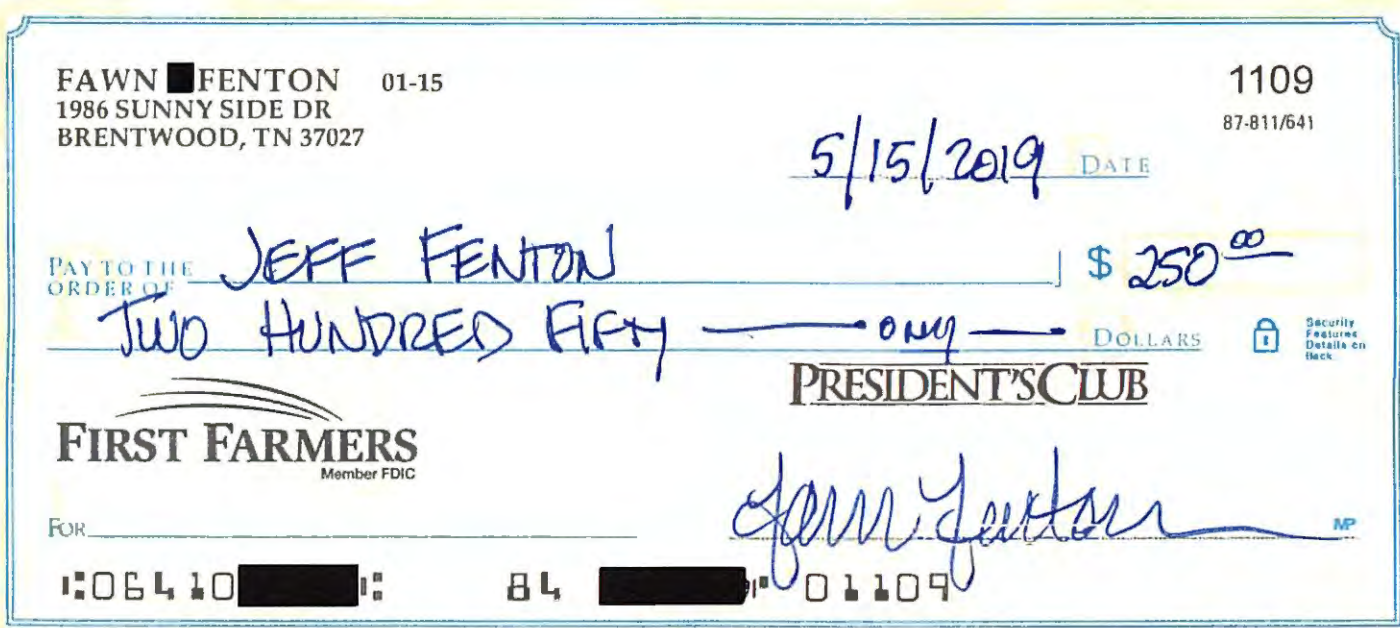
6. Total the amounts of certain types of unsecured claims. This information is for statistical reporting purposes only. 28 U.S.C. §159. Add the amounts for each type of unsecured claim.

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



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

claims from Part 1	6b. Taxes and certain other debts you owe the government	6b.	\$	0.00
	6c. Claims for death or personal injury while you were intoxicated	6c.	\$	0.00
	6d. Other. Add all other priority unsecured claims. Write that amount here.	6d.	\$	0.00
	6e. Total Priority. Add lines 6a through 6d.	6e.	\$	0.00
Total claims from Part 2	6f. Student loans	6f.	\$	0.00
	6g. Obligations arising out of a separation agreement or divorce that you did not report as priority claims	6g.	\$	0.00
	6h. Debts to pension or profit-sharing plans, and other similar debts	6h.	\$	0.00
	6i. Other. Add all other nonpriority unsecured claims. Write that amount here.	6i.	\$	48,941.30
	6j. Total Nonpriority. Add lines 6f through 6i.	6j.	\$	48,941.30



Wife's counsel fraudulently concealed the fact that she had voluntarily been the primary breadwinner for her family from 2011-2019, as an MIT educated, highly accredited and paid, licensed professional architect.

They hid the fact that she had promised to pay (and had been paying) the mortgage payments for their marital residence, along with \$500 per month toward husband's consumable expenses, paid in \$250 installments, with each of her biweekly paydays.

In fact, this bankruptcy petition was secretly signed on 4/26/2019, fraudulently declaring that she had no domestic support obligations, while she still continued to pay husband \$250 every two weeks for support, on both 4/30/2019 and on 5/15/2019. Hence her own bank records prove this bankruptcy petition was fraudulent.

They hid the fact that she had also promised to pay husband alimony in the amount of \$1,750 per month for a duration of 6-years, as the couple was advised was "fair", with all factors considered, by divorce financial expert and "collaborative divorce" professional, Sandy Arons MBA, of Arons and Associates Divorce Planning.

[https://rico.jeffenton.com/evidence/2018-07-12\\_aron-and-associates-divorce-planning.pdf](https://rico.jeffenton.com/evidence/2018-07-12_aron-and-associates-divorce-planning.pdf)

All with no lawful or ethical notice to husband whatsoever. No notice that she had stopped paying their mortgages and they had gone into default. No notice that she had filed for bankruptcy. No notice she had asked the bankruptcy court to sell their marital residence. No notice that she would no longer provide the repeatedly agreed domestic support, for years to come. No notice that she spent the money instead to hire two law firms to attack and destroy her husband's interests both in State and Federal courts concurrently.



Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known)

	For Debtor 1	For Debtor 2 or non-filing spouse
Copy line 4 here	4. \$ <b>7,500.00</b>	\$ <b>N/A</b>
<b>5. List all payroll deductions:</b>		
5a. Tax, Medicare, and Social Security deductions	5a. \$ <b>1,654.96</b>	\$ <b>N/A</b>
5b. Mandatory contributions for retirement plans	5b. \$ <b>0.00</b>	\$ <b>N/A</b>
5c. Voluntary contributions for retirement plans	5c. \$ <b>0.00</b>	\$ <b>N/A</b>
5d. Required repayments of retirement fund loans	5d. \$ <b>0.00</b>	\$ <b>N/A</b>
5e. Insurance	5e. \$ <b>0.00</b>	\$ <b>N/A</b>
5f. Domestic support obligations	5f. \$ <b>0.00</b>	\$ <b>N/A</b>
5g. Union dues	5g. \$ <b>0.00</b>	\$ <b>N/A</b>
5h. Other deductions. Specify:	5h.+ \$ <b>0.00</b>	+ \$ <b>N/A</b>
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6. \$ <b>1,654.96</b>	\$ <b>N/A</b>
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7. \$ <b>5,845.04</b>	\$ <b>N/A</b>
<b>8. List all other income regularly received:</b>		
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. \$ <b>0.00</b>	\$ <b>N/A</b>
8b. Interest and dividends	8b. \$ <b>0.00</b>	\$ <b>N/A</b>
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. \$ <b>0.00</b>	\$ <b>N/A</b>
8d. Unemployment compensation	8d. \$ <b>0.00</b>	\$ <b>N/A</b>
8e. Social Security	8e. \$ <b>0.00</b>	\$ <b>N/A</b>
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. \$ <b>0.00</b>	\$ <b>N/A</b>
8g. Pension or retirement income	8g. \$ <b>0.00</b>	\$ <b>N/A</b>
8h. Other monthly income. Specify:	8h.+ \$ <b>0.00</b>	+ \$ <b>N/A</b>
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9. \$ <b>0.00</b>	\$ <b>N/A</b>
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. \$ <b>5,845.04</b>	+ \$ <b>N/A</b> = \$ <b>5,845.04</b>
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. +\$ <b>0.00</b>
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. \$ <b>5,845.04</b> 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: <b>They knew a year in advance, when Ken Adkisson planned to retire, within only a few months.</b>		

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" arrears shall include all sums designated as pre-petition arrears in the allowed Proof of Claim plus any post-petition pre-confirmation payments due under the underlying mortgage debt not specified in the allowed Proof of Claim. (ii) Deem the mortgage obligation as current at confirmation such that future payments, if made pursuant to the plan, shall not be subject to late fees, penalties or other charges.

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

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

**Part 10: Signatures:**

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

X /s/ Fawn [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.



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,

**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!**



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

**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**



IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE  
AT FRANKLIN

FAWN [REDACTED] FENTON,  
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON,  
Defendant/Husband.

)  
)  
)  
)  
)  
)  
)

No. 48419B

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

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 **COULD** ~~wanted~~. ~~The remaining items were Wife's and/or items to donate.~~ All property has now been removed so that the closing may take place on October 15, 2019. The auction brought sufficient funds to pay the costs of the sale and both first and second mortgages however there will not be anything proceeds remaining to disburse between the parties.

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

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

ENTERED on this 10 day of Oct, 2019.

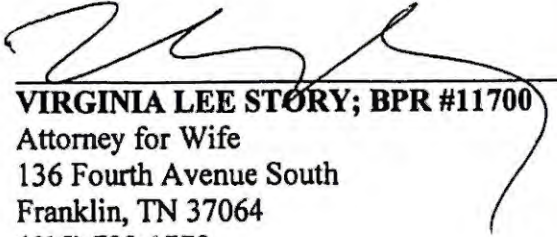
**ALL actions taken against me (in EVERY "Hearing"), were primarily "FRAUD UPON THE COURT(s) by OFFICERS OF THE COURT(s)". Through a complex "Conspiracy Against my Rights and my Property, Under Color of Law, Office, and Official Right", spanning BOTH State and Federal Courts in tandem. Strategically 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), viscosly 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](mailto: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!



Debtor 1 **Fawn ██████ Fenton**

Case number (if known)

3:19-bk-02693

18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, <i>Schedule I, Your Income</i> (Official Form 106I).	18. \$	0.00
19. Other payments you make to support others who do not live with you.	\$	0.00
20. Other real property expenses not included in lines 4 or 5 of this form or on <i>Schedule I: Your Income</i> .		
20a. Mortgages on other property	20a. \$	0.00
20b. Real estate taxes	20b. \$	0.00

FAWN ██████ FENTON 01-15 1095  
 1986 SUNNY SIDE DR 87-811/641  
 BRENTWOOD, TN 37027

DATE 3/31/19

PAY TO THE ORDER OF JEFF FENTON \$ 250<sup>00</sup>  
TWO HUNDRED FIFTY only DOLLARS

**FIRST FARMERS** Member FDIC  
 PRESIDENT'S CLUB

FOR Paul Fenton MP

⑆06410 ██████⑆ 84 ██████⑆ 01095

FAWN ██████ FENTON 01-15 1094  
 1986 SUNNY SIDE DR 87-811/641  
 BRENTWOOD, TN 37027

DATE 3/15/19

PAY TO THE ORDER OF JEFF FENTON \$ 250<sup>00</sup>  
TWO HUNDRED FIFTY only DOLLARS

**FIRST FARMERS** Member FDIC  
 PRESIDENT'S CLUB

FOR Paul Fenton MP

⑆06410 ██████⑆ 84 ██████⑆ 01094

FAWN ██████ FENTON 01-15 1088  
 1986 SUNNY SIDE DR 87-811/641  
 BRENTWOOD, TN 37027

DATE FEB. 28, 2019

PAY TO THE ORDER OF JEFF FENTON \$ 250<sup>00</sup>  
TWO HUNDRED FIFTY only DOLLARS

**FIRST FARMERS** Member FDIC  
 PRESIDENT'S CLUB

FOR Paul Fenton MP

⑆06410 ██████⑆ 84 ██████⑆ 01088



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.

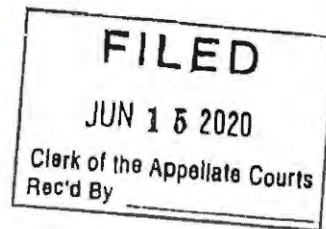


# TECHNICAL RECORD

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 31<sup>ST</sup> 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 31<sup>st</sup> day of March, 2020.



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



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**STATE OF TENNESSEE  
SUMMONS**

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

**FAWN ██████████ FENTON**  
Plaintiff

FILED FOR ENTRY

CIVIL ACTION NO. 48419B

vs.

**JEFFREY RYAN FENTON**  
Defendant

Service By:  
 Sheriff  
 Attorney  
 Sec. Of State  
 Comm. of Insurance

To the above-named Defendant:

**Jeffrey Ryan Fenton  
1986 Sunny Side Drive  
Brentwood, TN 37027**

You are hereby summoned and required to serve upon Virginia L. Story, Esq., Plaintiff's attorney, whose address is 136 Fourth Avenue South, Franklin, Tennessee 37064, an answer to the complaint which is herewith served upon you within thirty (30) days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Witnessed and issued, Elaine B. Beeler, Clerk and Master for said Court at office this 4 day of June, 2019.

*Jacqueline Edwards*  
Clerk & Master

**NOTICE:**

To the Defendant(s): Tennessee law provides a ten thousand dollar (\$10,000.00) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the terms you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer. Mail list, including docket number, to: Clerk and Master, P.O. Box 1666, Franklin, TN 37065.

**DEFT. / WITNESS COPY**

**RETURN ON PERSONAL SERVICE OF SUMMONS**

I hereby certify and return that I served this summons together with the complaint as follows:

Check one: (1) or (2) are for the return of an authorized officer or attorney; an attorney's return must be sworn to; (3) is for the witness who will acknowledge service and requires the witness's signature.

- 1. I certify that on the date indicated below I served a copy of this summons on the witness stated above by \_\_\_\_\_
- 2. I failed to serve a copy of this summons on the witness because \_\_\_\_\_
- 3. I acknowledge being served with this summons on the date indicated below:

DATE OF SERVICE: \_\_\_\_\_

SIGNATURE OF WITNESS, OFFICER OR ATTORNEY: \_\_\_\_\_

ADDRESS OF PROCESS SERVER (TRCP 4.01) \_\_\_\_\_

Signature of Notary Public or Deputy Clerk: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**RETURN ON SERVICE OF SUMMONS BY MAIL**

I hereby certify and return that on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, I sent, postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in case no. \_\_\_\_\_ to the defendant \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 2019. I received the return receipt, which had been signed by \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2019. The return receipt is attached to this original summons to be filed by the Chancery Court Clerk and Master.

Signature \_\_\_\_\_

Address (TRCP 4.01) \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Signature of Notary Public or Deputy Clerk \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**CERTIFICATION (IF APPLICABLE)**

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

*Jacqueline Edwards*  
 \_\_\_\_\_  
 CLERK & MASTER



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



IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE  
AT FRANKLIN

FAWN [REDACTED] FENTON,  
Plaintiff/Wife,

v.

JEFFREY RYAN FENTON,  
Defendant/Husband.

JUN -4 PM 3:35  
FILED FOR ENTRY

No. 48419 B

COMPLAINT FOR DIVORCE

Plaintiff, makes the following complaint for absolute divorce against, Defendant, and states as follows:

I.

Pursuant to Tenn. Code Ann. §36-4-106(b), Plaintiff has filed under seal the parties' statistical information, and further provides as follows:

Husband		Wife
Jeffrey Ryan Fenton	Full Name (and Maiden)	Fawn [REDACTED] Fenton [REDACTED]
1986 Sunny Side Drive Brentwood, TN 37027	Mailing Address	[REDACTED] Brentwood, TN 37027
24 years	Length of Residence in TN	20 years
[REDACTED] [REDACTED]	Date and Place of Birth	[REDACTED] [REDACTED]
Caucasian	Race	Caucasian
3	Number of this marriage	2
Divorce	How did prior marriages end	Divorce
12	Years of Education	16
[REDACTED]	Employer Name and Address	[REDACTED] Architects, Inc. 3322 West End Avenue, Suite 103 Nashville, TN 37203

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

DEFT. / WITNESS COPY

Plaintiff has resided in the State of Tennessee more than six (6) months preceding the filing of this complaint. The acts complained of were committed while the Plaintiff was a bona fide resident of Tennessee.

**II.**

There are no children born of this marriage.

**III.**

Plaintiff would show that the parties have been experiencing difficulties in their marriage and all attempts at reconciliation have failed, thus rendering the marriage irreconcilably broken. Plaintiff requests that she be granted a divorce based on the grounds of irreconcilable differences, or in the alternative, if the parties are unable to reach an amicable agreement, then Plaintiff requests that she be granted a divorce on grounds of inappropriate marital conduct.

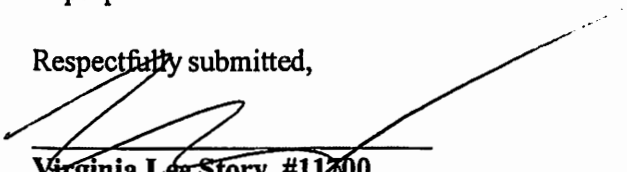
**IV.**

Plaintiff would show that the parties have no assets other than personal property which has been divided with the exception of a few items. Husband and Wife have lived separately since April 2018. Husband refuses to work and has not paid the mortgage payment or assisted with the mortgage payment or the bills of the home. Wife has spoken to Husband and made every attempt to have the house listed and Husband previously agreed in 2018 but then refused. Wife cannot continue to pay the mortgage payment and allow Husband to stay in the house without financial help. Husband has rented two of the bedrooms out and he retains the rent. Husband ran up over \$10,000 in credit card debt in Wife's name. Wife has now had to file bankruptcy to manage the debt accrual which debt all in her name as Husband has not any credit since 2016. Wife requests that the house be sold immediately. Wife requests that she be awarded her attorney's fees.

WHEREFORE, Plaintiff prays for the following relief:

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

Respectfully submitted,



---

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

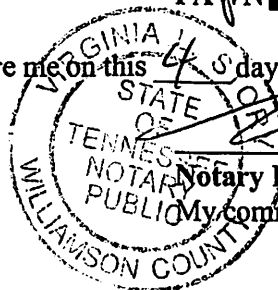


STATE OF TENNESSEE )  
COUNTY OF WILLIAMSON )

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

*Fawn [REDACTED] Fenton*  
FAWN [REDACTED] FENTON

Sworn to and subscribed before me on this 4<sup>th</sup> day of June, 2019.



*[Signature]*  
Notary Public  
My commission expires: 9-24-22

**FAWN [REDACTED] FENTON v. JEFFREY RYAN FENTON**

**STATISTICAL INFORMATION FOR DIVORCING PARTIES  
FILED UNDER SEAL**

The following statistical information is provided under seal pursuant to T.C.A. Section 36-

04-106(b):

48419B

Husband		Wife
Jeffrey Ryan Fenton	Full Name (and Maiden)	Fawn [REDACTED] Fenton [REDACTED]
1986 Sunny Side Drive Brentwood, TN 37027	Mailing Address	[REDACTED] Brentwood, TN 37027
[REDACTED]	Date of Birth	[REDACTED]
[REDACTED]	Social Security Number	[REDACTED]

There are no children born of this marriage.

FILED FOR ENTRY  
2019 JUN -4 PM 3:35  
CLERK OF COURT  
JESSICA P. BOSTON

DEFT. / WITNESS COPY

IN THE CHANCERY COURT OF WILLIAMSON COUNTY, TENNESSEE

Fawn [REDACTED] Fenton )  
CLERK & MASTER )  
2019 JUN -4 ) PM 3:35  
vs. Jeffrey Ryan Fenton )  
FILED FOR ENTRY 6/4/19 ) NO. 48419 B

TEMPORARY RESTRAINING ORDER

Pursuant to T.C.A. § 36-4-106 (d), it is hereby ORDERED as follows:

1. Each party is hereby restrained and enjoined from transferring, assigning, borrowing against, concealing or in any way dissipating or disposing of any marital property without permission of the Court or by consent order.
2. Expenditures from current income to maintain the marital standard of living and usual and ordinary costs of operating a business are not restricted by this injunction. Each party shall maintain records of all such expenditures and provide copies to the other party upon request.
3. Each party is restrained and enjoined from voluntarily canceling, modifying, terminating, assigning or allowing to lapse for non-payment of premiums any insurance policy of a party or in which a party or child of the parties has an interest without permission of the Court or by consent order.
4. Each party is restrained and enjoined from harassing, threatening, assaulting or abusing the other party and from making disparaging remarks about the other party to or in the presence of any children of the parties or to an employer of a party.
5. Each party is restrained and enjoined from hiding, destroying or spoiling, in whole or in part, any evidence electronically stored or on computer hard drives or other memory storage devices
6. Each party is restrained and enjoined from relocating any children of the parties outside the State of Tennessee or for more than 50 miles from the marital home without permission of the Court or by consent order, except in the case of a removal based upon a well-founded fear of physical abuse against either the fleeing parent or the child. In such latter case, upon the request of the non-relocating parent, the Court will conduct an expedited hearing to determine the reasonableness of the relocation and to make such other orders as appropriate. Nothing herein shall preclude the Court from revising, modifying or expanding the terms of this order pursuant to T.R.C.P. 65.07.

Entered this 4 day of June, 2019.

Deanna B. Johnson  
Chancellor

Clerk's Certificate of Service

I hereby certify that a true and exact copy of the foregoing Order has been mailed or delivered to all parties and/or counsel of record.

This the 4 day of June, 2019.

Jacqueline Edwards  
Clerk and Master

DEFT. / WITNESS COPY



mobile



Groundhog dragged the food bowl down the steps, and raccoon is like WTF???



Fawn Fenton (mobile) • Jun 7, 2019

[https://rico.jeffenton.com/evidence/2019-06-11\\_plaintiff-transferred-utilities.pdf](https://rico.jeffenton.com/evidence/2019-06-11_plaintiff-transferred-utilities.pdf)

Ha ha ha!



Jun 7, 2019

mobile

Lol! I just put a bunch more out for raccoon and he came running!

I need to make a special run into town tomorrow, just to buy more raccoon, possum, and groundhog food!

The pecking order is groundhog on top, then raccoons, then poor possums.

Chris and I heard the doorbell in the middle of the night, just really briefly. We figure it was raccoon climbing the rear door trim, trying to get our attention to get more food.

I would be happy to deliver dinner to you... taco salads, or whatever you want, if you let me come eat with you and play with pets.

I promise to be in and out within 30 minutes.

I know that you will say "no thanks".... so it is a STANDING OFFER, if you ever change your mind.

My favorite taco salads nearby, are at the mexican place between us, in the shopping center your chiropractor business was.

I miss you all...

Jun 7, 2019





mobile

Driving all over to find cheap chicken flavor dog food for the kids. Didn't have at Krogers.

Got 200lbs, 3 different varieties, to mix it up a bit.

Groundhog is up at 10:30 PM eating dog food, getting the jump on the raccoons again.

I haven't seen her eating any GRASS, and the lawn is high too.

Jun 8, 2019





Fawn Fenton

mobile



I don't understand why in the world she goes through the trouble to jump up there, when the bowl on the ground is full of fresh water!



Jun 11, 2019

F

love groundhog!

Fawn Fenton (mobile) • Jun 11, 2019

Yep... pretty precarious though! Been coming up and pushing the raccoons out of the way to eat every night within the past week!



Jun 11, 2019

F

Hard to believe it doesn't tip over!

Fawn Fenton (mobile) • Jun 11, 2019

Lol!

I would like to see her fatness jump up there, instead of just jumping down.

Trying to do a conference call with you and Waste Industries, so I can take over account and pay myself.

Fawn Fenton

mobile

Are you available? They just want to verify with you that I can take account out of your name and put in mine, since you have a zero balance. Otherwise I need to pay setup fees to transfer to a completely new account, and I must repay for current term.

She left you a voicemail, and will call you back tomorrow.

FYI.... even though it takes all of my slack, with both roommates, out of my budget, I feel like I should take over all the utilities, and my car insurance, while I can (before my credit gets worse).

I really wanted to only "need" one of my tenants rent in order to cash-flow (in case one doesn't work out), but this will require BOTH of my rooms to remain rented.

Yet I feel in my heart, that this is what I should do to lesson the load on you.

NES was switched over today, into a new acvounn my name, so you will receive a final bill from them soon.

Some utilities have wanted me to set me up with a completely different account number, while other are removing your name om the old accounts, and replacing them with my name, contact info, and banking account to auto-draft from.

This won't affect you for taxes this year, as I anticipate we will still be filing jointly, and since we are still legally married, everything financial is considered the same for both you and I.

I'm not going this to take anything from you, it just seems, especially with me having roommates, that I should be responsible for at least the utilities.

So the financial relief directly to you of my \$1,400 per month in rental income, will be/is benefitting you by about \$900 per month.... \$500 partial support check + \$400+ for my utilities and car insurance.

The only one I need your "permission" on is the dad gum trash. Unless I want to waste some money setting up a new account. Without receiving credit for what you have prepaid.

Hopefully you will APPRECIATE this, as it was a hard decision for me to make, since it has been so long since I've had a little extra change in my pocket, but I feel it is the right thing to do.

The trash and car insurance are all I have left to switch over, which I hope to do tomorrow.

Hopefully you can see that I am trying to HELP take some financial pressure off of you.



Fawn Fenton

mobile



My mom is still paying for my counseling.

So after I finish assuming these bills, then all you will be left paying for are the mortgages. Is that correct?

Please remind me if I'm missing anything.

Thanks.

I spent hours downloading statements first, so no worries.

I'm not doing this to in any way benefit me, but rather to be fair to you with what I have at the moment, to pull more of my own weight, and because I CAN right now, while having both roommates, until my credit gets destroyed.

So far, I haven't been charged any transfer fees or deposits.

NES still had my decade of good payment history on file, from the duplex.

Thanks.

Hello! Are you breathing? Does this not make you happy? To quit paying for these expensive bills over here?

Please advise.... thought you would be exstatic!

You still don't need to send me the \$500 check each month. You get to save on BOTH!

Anyhow.... feedback requested...



Jun 11, 2019



Sorry, had a rough day, had phone set to do-not-disturb.

Fawn Fenton/mobile • Jun 11, 2019

Ok, sorry to hear that, hope you are ok.

You are ok with me assuming the utilities, right?

If you can take the call tomorrow from waste industries and grant permission to transfer the trash account, that should be all I need.



mobile



My little buddy brought "her" four cute little babies to the bowl for the first time.

Second generation, raised at our food bowl.

I saw one of them only, about a month ago. It was about half the size.

But it wasn't on hard food yet. Now they are.

CUTE AS HECK!





mobile

Time for maw and paw to eat... I believe they are siblings. And the first generation of their family raised at this bowl.

My buddy rang the back doorbell again briefly tonight, when I was taking too long getting the food out.



[https://youtu.be/J6OiP\\_94ut8](https://youtu.be/J6OiP_94ut8)



Fawn Fenton

mobile



<https://youtu.be/yY5-ycJxB-U>



<https://youtu.be/m0Q4aiMppOE>

Brain melting night... lots more, but time for bed.

Hope they make you smile when you take xyreme.

Night, night.

Jun 12, 2019



Yes baby raccoon pictures are brain-melting!!

Fawn Fenton (mobile) · Jun 12, 2019

No happiness, about me taking over another \$400-\$500 worth of Bill's? To let you apply those funds to your credit cards, or however you like?

I hope I didn't stretch myself so thin without you even caring.

Jun 12, 2019





## Jeff Fenton

---

**From:** Brittany Gates <brittanylmgates@icloud.com>  
**Sent:** Wednesday, June 19, 2019 5:16 PM  
**To:** Jeff Fenton  
**Subject:** Re: Sunnyside house (This whole thread, explains a lot to do with our home, Fawn's devious plans, why I couldn't trust her to sell it with a POA to sign my name).

I've reached out to Virginia and we've scheduled a call for tomorrow. Once I speak to her i'd like hear your side of the case in order to prepare a counter complaint. Does 11:00 am work for your schedule if I speak to Virginia in the morning?

Brittany Gates  
Attorney at Law  
1616 Westgate Circle, Suite 116  
Brentwood, Tennessee 37027  
(615)844-6195:office  
(615)844-6196:facsimile  
(615)517-9490: cell phone  
Sent from my iPhone

**Jeff Fenton**

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**From:** Heidi Macy <Heidi@tnlaw.org>  
**Sent:** Thursday, June 20, 2019 4:20 PM  
**To:** Jeff Fenton  
**Cc:** Virginia Story; Kathryn Yarbrough  
**Subject:** Fenton vs. Fenton; Williamson County Chancery Court No. 48419B  
**Attachments:** copier@TNlaw.org\_20190620\_111625.pdf

Mr. Fenton,

Attached is a Court-stamped service copy of a Motion in the referenced matter.

Thanks,

Paralegal to Virginia Lee Story  
136 Fourth Avenue South  
Franklin, Tennessee 37064  
615.790.1778 office  
615.790.7468 fax

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

**Jeff Fenton**

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**From:** Jeff Fenton  
**Sent:** Thursday, June 20, 2019 6:07 PM  
**To:** Heidi Macy  
**Cc:** Virginia Story; Kathryn Yarbrough; Brittany Gates (brittany@gateslawtn.com)  
**Subject:** Re: Fenton vs. Fenton; Williamson County Chancery Court No. 48419B

Hello,

To all concerned, I have been served Fawn's Complaint for Divorce, and have not been attempting to avoid service in this matter.

Forgive me, but I'm sitting in my car and this is difficult for me to clearly view on my phone.

The female process server, you apparently hired, I received video notifications about via my SkyBell doorbell camera, on two concurrent days, but she left absolutely no contact information, that she was trying to serve me, or actually any information at all.

I received service via regular snail mail, which is the best means of sending me information, as my postal carrier will not deliver certified mail, due to my no trespassing signs.

I thought that having received service of Fawn's initial complaint, was acknowledged, since my attorney, Brittany Gates had spoken with Ms. Story this morning regarding our case.

I have no desire to postpone these proceedings, and am not trying to interfere in any way.

To expediate future service, while receiving proof of service simultaneously, please send all correspondances through my attorney, Ms. Brittany Gates, whose email is copied above, and phone number along with the address to her law office is publicly listed. (I can't see it from this screen on my phone.)

I see no need for the mentioned hearing, as I have and am herein acknowledging service of Fawn's Initial Complaint for Divorce, as represented by Ms. Story.

Please bear in mind that I've only briefly glanced at your attached documents, while sitting in my vehicle, as mentioned.

Should you have any questions, require further correspondances, have future documents to serve me, and/or need to communicate in the future, please contact Attorney Brittany Gates on my behalf.

Thank you.  
Jeff Fenton

Sent from my METICULOUS Android

From: Heidi Macy  
Sent: Thursday, June 20, 3:20 PM  
Subject: Fenton vs. Fenton; Williamson County Chancery Court No. 48419B  
To: Jeff Fenton  
Cc: Virginia Story, Kathryn Yarbrough



Mr. Fenton,

Attached is a Court-stamped service copy of a Motion in the referenced matter.

Thanks,

Paralegal to Virginia Lee Story  
136 Fourth Avenue South  
Franklin, Tennessee 37064  
615.790.1778 office  
615.790.7468 fax

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

UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MICHIGAN

JEFFREY RYAN FENTON,

PLAINTIFF

v.

VIRGINIA LEE STORY ET AL.,

DEFENDANTS

CASE NO. 1:23-cv-1097

SMALL INDIVIDUAL EXHIBITS WITH WEB URLS  
FOR QUICK & EASY REFERENCE (SECTION 3 OF 4)

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. Per the Clerk's request last time, I did not bind it.
5. 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

17195 SILVER PARKWAY, #150

FENTON, MI, 48430-3426

JEFF.FENTON@LIVE.COM

(P) 615.837.1300

(F) 810.255.4438



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

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

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



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

COPY

R.v1 (41-44)

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE  
AT FRANKLIN

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

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

MOTION TO SELL THE MARITAL RESIDENCE

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

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

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

Misleading RPC 3.4(b)

Irrelevant RPC 3.4(e)1

NOT MY FAULT!

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



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

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

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

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

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

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

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

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

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

There was ZERO "Impartiality"!

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

It was ALL a FRAUDULENT SHOW!!!

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

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

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

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

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

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

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

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

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

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

**WE DID THIS TOGETHER YEARS EARLIER!**

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

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

15. Because time is of the essence, Wife requests that this Court order that Husband With what MONEY?

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

immediately vacate the premises so that the home can be prepared for sale.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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,

*Kathryn Yarbrough*  
VIRGINIA LEE STORY; BPR #11700

KATHRYN YARBROUGH; BPR#

Attorney for Plaintiff/Wife

136 Fourth Avenue, South

Franklin, Tennessee 37064

(615) 790-1778

virginia@tnlaw.org

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.

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.

**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.

*Kathryn Yarbrough*  
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.



## Jeff Fenton

---

**From:** Jeff Fenton  
**Sent:** Thursday, July 25, 2019 8:42 PM  
**To:** Brittany Gates (brittany@gateslawtn.com); Brittany Gates  
**Cc:** Marsha Ann Fenton  
**Subject:** Termination of Services | End of Attorney/Client Relationship | Revocation of Previously Authorized Actions | Full Attorney File Request | Retainer Refund Request

Hello Brittany,

I'm writing to officially terminate our attorney client relationship, and to request that you please mail a refund for any portion of my retainer, which you are willing to return, either to myself or directly to my mother.

I've decided to go a different direction, so I will no longer be requiring your services on any matters which you were contracted to represent me on. So both in all actions related to my pending divorce, the potential sale of my home, as well as the Order of Protection, along with all related matters, and every other legal complaint, action, motion, or orders, both currently pending as well as in the future, I hereby revoke your authorization, permission, counsel, and representation for everything involving myself.

I further revoke your permission to receive service on my behalf, to forward any legal service or notification intended for me our my future counsel, to forward any emails or attachments from the court or Virginia Story's team to me, or from providing any contact information or details to anyone, on how to find, reach, or serve me.

I likewise revoke, cancel, and prohibit the use of the OATH page, which you had me sign in front of your receptionist/notary, when I originally retained your services.

As many of the matters which I originally hired you to represent me in, are in need of an immediate emergency response, I need to pickup my full attorney file from you tomorrow (Friday), if at all possible. Please let me know what time I can pick that up from you, your paralegal, or from your receptionist. Likewise, if you have my full attorney file in electronic format, which you can immediately email to me, I would greatly appreciate it if you would please send that to me as swiftly as possible.

Please include any and all documentation provided by Sandy Arons.

Thank you for your urgent attention to these matters.

I wish you the best of fortune in your business and life moving forwards!

Thanks!

**Jeff Fenton**  
**METICULOUS.TECH**  
(615) 837-1300 Office  
(615) 837-1301 Mobile  
(615) 837-1302 Fax

Technical Consulting, Services, and Solutions,  
When it's worth doing RIGHT the first time!

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



## Jeff Fenton

---

**From:** Brittany Gates <brittanylmgates@icloud.com>  
**Sent:** Thursday, July 25, 2019 8:56 PM  
**To:** Jeff Fenton  
**Subject:** Re: Termination of Services | End of Attorney/Client Relationship | Revocation of Previously Authorized Actions | Full Attorney File Request | Retainer Refund Request

Dear Jeff,

I wish you all the best in the future.

I will be in court tomorrow am and unable to produce your file on such short notice as I also have a duty to maintain your file as well, so I'll require additional time to produce.

Additionally, I will need to file the two motions to formally withdraw from your cases, at which point you'll receive the final bill for services performed on your two cases.

As a reminder, deadline for response to the motion to sell is quickly approaching on Monday & deadline to file answer/counter Tuesday per agreement with Ms. Story.

OP hearing and motion to sell is August 1. I'll draft and attempt to file the motions tomorrow.

Brittany Gates  
Attorney at Law  
1616 Westgate Circle, Suite 116  
Brentwood, Tennessee 37027  
(615)844-6195:office  
(615)844-6196:facsimile  
(615)517-9490: cell phone

Sent from my iPhone

## Jeff Fenton

---

**From:** Mitchell Miller <mitchell@schafferlawfirmtn.com>  
**Sent:** Saturday, July 27, 2019 12:23 AM  
**To:** Brittany Gates  
**Cc:** Brittany Gates (brittany@gateslawtn.com); Jeff Fenton  
**Subject:** Re: Substitution of counsel

Hello Brittany,

Thank you for your speedy work transitioning this case.

Yes, we can substitute before 8/1 and can file the necessary response on Monday.

Do you have a few minutes on Monday to discuss the file? I think that'd be the best way to gain some understanding of what we would need fairly quickly.

Again, thank you,

Mitchell

On Fri, Jul 26, 2019 at 8:26 PM Brittany Gates <[brittanymgates@icloud.com](mailto:brittanymgates@icloud.com)> wrote:

Dear Mitchell or Marty

Please advise if you're willing to substitute counsel prior to 8/1.

As I'm sure you're informed, a response must be filed prior to Monday (as my cautious rule of thumb here), we are well aware of the Monday deadline.

Please advise to what you desire from my file.

My file is extremely expansive.

Please feel free to reach out to me.

Thank you,

Brittany Gates  
Attorney at Law  
1616 Westgate Circle, Suite 116  
Brentwood, Tennessee 37027  
(615)844-6195:office  
(615)844-6196:facsimile  
(615)517-9490: cell phone

Sent from my iPhone

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

AT FRANKLIN

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

v.

JEFFREY RYAN FENTON  
Defendant/Husband.

)  
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)  
)  
)  
)

Docket No: 48419B

FILED 7/29/19  
ENTERED  
BOOK ELAINE B. BECKER CLERK  
PAGE

**HUSBAND’S RESPONSE TO WIFE’S MOTION TO SELL MARITAL RESIDENCE**

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

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

KE



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

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

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

entirety, and demands strict proof thereof. Defendant admits that, currently, he has two individuals renting rooms in the marital residence, so as to be in a position to pay utilities and monthly expenses he must now solely pay due to being deserted by the Plaintiff.

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

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

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



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

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

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

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

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

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

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

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



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

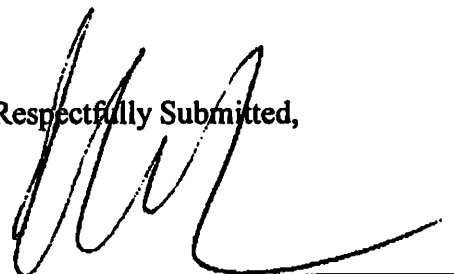
24. That the first and second mortgages as outlined in Plaintiff's Motion, are in the Plaintiff's sole name, and that according to these negotiable instruments, the Plaintiff is solely responsible for payment thereof. Because the Plaintiff failed to communicate with the Defendant as to the status of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

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

29. The Defendant has transferred utilities into his name and that the utilities remain current, and that he agrees to maintain the status quo.

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

Respectfully Submitted,



---

Charles M. Duke, #23607  
1200 Villa Place, Suite 201  
Nashville, TN 37212  
(615) 541-1842  
(615) 647-0672 Fax  
marty@mdukelaw.com

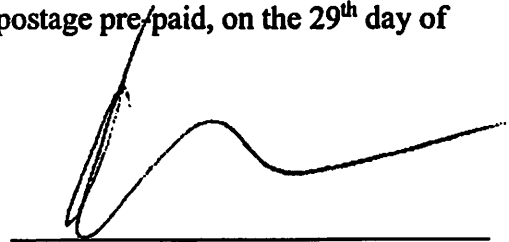
Mitchell Miller, #36126  
1200 Villa Place, Suite 200  
Nashville, TN 37212  
(615) 712-6394  
mitchell@schafferlawfirmtn.com

*Attorneys for Defendant/Husband*



**CERTIFICATE OF SERVICE**

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

A handwritten signature in black ink, consisting of a large, stylized initial 'V' followed by a series of connected loops and a long horizontal stroke extending to the right. The signature is positioned above a solid horizontal line.

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 *[Signature]*

**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

*[Handwritten mark]*

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 14<sup>th</sup> day of August, 2019, NUNC PRO TUNC  
AUGUST 16, 2019. (73)  
  
MICHAEL W. BINKLEY, JUDGE

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



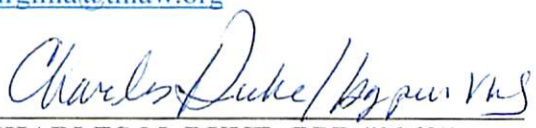
BACK BEFORE I UNDERSTOOD THE "APPROVED FOR ENTRY" PROCESS OF "PROPOSED" ORDERS VS. "AGREED ORDERS"

**APPROVED FOR ENTRY:**



**VIRGINIA LEE STORY; BPR #11700**

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



**CHARLES M. DUKE; BPR #23607**

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



**MITCHELL MILLER; BPR #36126**

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

**CLERK'S CERTIFICATE OF SERVICE**

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

  
CLERK

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

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

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

**INTRODUCTION**

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

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

**Rule 11. Orders and Judgments**

**Section 11.01 Preparation and Submission**

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

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

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



## Jeff Fenton

---

**From:** Mitchell Miller <mitchell@schafferlawfirmtn.com>  
**Sent:** Friday, July 26, 2019 3:09 PM  
**To:** Jeff Fenton  
**Cc:** Rachel Schaffer; Charles M. Duke  
**Subject:** Re: Representation

Jeff:

Thanks for speaking with me on the phone this afternoon. I appreciate the opportunity to clarify our billing rates and practices. This is to memorialize our conversation.

The firm will adjust the billing rates in the representation agreement as indicated below. The remaining terms will not be changed.

The firm is not requiring your mother to sign a guarantee at this stage. As you noted, the firm requires the retainer to be replenished when the retainer balance falls below \$1,000. So long as this happens, there will be no need to request a guarantee from your mother. However, we have an understanding that if replenishing the retainer or otherwise paying your invoices becomes a problem, we may ask you to provide additional financial assurance, and that may include asking for your mother to guarantee such payment. You understand that, while we cannot extend a fixed amount of credit at this time, the firm may, in its sole discretion, entertain alternative payment arrangements after we have established a history of trust and reliability.

I know you might have remaining questions. At this time, however, I believe we have covered the essential terms of our representation. Because time is of the essence, I would ask you to **please hold any questions until next week and electronically sign the revised Representation Agreement as soon as Rachel sends it to you.**

**Billing rates:**

Attorney Marty Duke: \$250/hr. (primary counsel)  
Attorney Mitchell Miller: \$200/hr. (primary counsel)  
Attorney Rachel Schaffer Lawson: \$300/hr. (as needed)  
Attorney Landon Breazeale: \$225/hr. (as needed)  
Paralegal Elizabeth Barese: \$175/hr. (as needed)

Best regards,  
Mitchell



## Jeff Fenton

---

**From:** Rachel Schaffer <rachel@schafferlawfirmtn.com>  
**Sent:** Friday, August 2, 2019 12:20 PM  
**To:** Jeff Fenton; Mitchell Miller; Charles M. Duke  
**Subject:** Invoice - URGENT  
**Attachments:** Invoice\_10085.Jeff\_Fenton.FENT-1162  
\_Fawn\_Fenton\_v\_Jeff\_Fenton.08-02-2019.pdf; Invoice\_11940.Jeff\_Fenton.Fenton\_v\_Fenton.08-02-2019.pdf

Jeff:

Marty has sent me his invoice as of August 1st and I am attaching our invoice as of August 1st.

To date, we have received \$4,000 in retainer. We have exhausted that. You will need to pay the \$1,000 remaining on the retainer as well as replenish us back to \$5,000 immediately for a total of \$6,000. This amount needs to be received in my trust immediately.

Best,



**Rachel Schaffer Lawson**

Owner and Entrepreneur

**Phone:** (615) 712-6394 ext. 101

**Email:** rachel@schafferlawfirmtn.com

**Website:** www.schafferlawfirmtn.com

**Address:** 1200 Villa Place, Suite 200, Nashville, TN 37212

\*Licensed in Tennessee and New York



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## Jeff Fenton

---

**From:** Jeff Fenton  
**Sent:** Tuesday, August 6, 2019 3:45 PM  
**To:** Rachel Schaffer  
**Cc:** Charles M. Duke; Mitchell Miller (mitchell@schafferlawfirmtn.com)  
**Subject:** RE: Getting Started

Rachel,

Thanks for your speedy reply.

If there is some way I can help expedite you being released, for your benefit, please let me know. I want this to be as easy on you as possible.

Best to you all.

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

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A DIVISION OF METICULOUS MARKETING LLC

**From:** Rachel Schaffer <rachel@schafferlawfirmtn.com>  
**Sent:** Tuesday, August 6, 2019 2:35 PM  
**To:** Jeff Fenton  
**Cc:** Charles M. Duke <marty@mdukelaw.com>; Mitchell Miller (mitchell@schafferlawfirmtn.com) <mitchell@schafferlawfirmtn.com>  
**Subject:** Re: Getting Started

Jeff:

I have not read the entirety of your email because, quite frankly, I simply cannot spend the time reading it all. I will be brief:

1. You have EXHAUSTED the \$5,000 retainer. The amount of Marty's bill and SLF's together is over the \$5,000. Just because they came as two separate invoices does not change the fact that you have blown through it in expeditious fashion.
2. We will NOT be continuing to represent you on a flat fee.
3. You are obligated to pay what is owed on the invoices as well as anything up until we are approved to withdraw from your matter by the judge.

***Rachel will be out of the office August 12th through 19th***

**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  
**Sent:** Monday, August 05, 2019 5:36 PM  
**To:** Charles M. Duke  
**Cc:** Mitchell Miller  
**Subject:** RE: Fenton v. Fenton

Thanks Marty.

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

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

Any other time critical dates would be greatly appreciated.

Thanks.

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

TECHNICAL CONSULTING, SERVICES, AND SOLUTIONS,  
WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!

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

A DIVISION OF METICULOUS MARKETING LLC



## 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

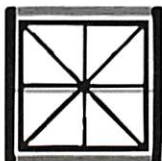
As I re-read this, there is one other substantial concern that I need to address, and that is health insurance. Without health insurance, the price of my meds alone would break me each month (just like your xyrem)!

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
<b>5. List all payroll deductions:</b>			
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
<b>8. List all other income regularly received:</b>			
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
<b>13. Do you expect an increase or decrease within the year after you file this form?</b>			
<input checked="" type="checkbox"/> No.			
<input type="checkbox"/> Yes. Explain: <b>Employer Retiring - Closing their Firm - Known Over a Year in Advance</b>			



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 65<sup>th</sup> birthday. As a result, I plan to begin downsizing the Firm so that I can significantly reduce overhead costs prior to the end of the corporate fiscal year end on December 31, 2019.

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

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

With many thanks,

Kenneth C. Akdisson  
President

118





FAWN ██████████ FENTON vs JEFFREY RYAN FENTON 08/29/2019

STORY LIED TO OBSTRUCT JUSTICE, FOR WRONGFUL EVICTION & FRAUD UPON THE COURT! 18 U.S.C. § 151 (B)(2) HOBBS ACT - EXTORTION UNDER COLOR OF OFFICIAL RIGHT, 42 U.S.C. § 12203(A) ADA PROHIBITION AGAINST RETALIATION, 42 U.S.C. § 12203(B) ADA INTERFERENCE, COERCION, OR INTIMIDATION, T.C.A. § 39-14-112 EXTORTION, T.C.A. § 39-17-309 CIVIL RIGHTS INTIMIDATION, T.C.A. § 39-16-503 TAMPERING OR FABRICATING EVIDENCE, T.C.A. § 39-16-507(A)(3) COERCION/PERSUASION OF WITNESS, RPC 3.4(E)(1) ALLUDE TO IRRELEVANT UNSUPPORTED MATTER, RPC 3.4(G) RENDER PERSON UNAVAILABLE TO APPEAR AT TRIAL, RPC 3.5(A)(E) CONDUCT INTENDED TO DISRUPT, RPC 8.4(C)(D)!

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MS. STORY: So he's got to be out for them to get this place ready to go.

THE COURT: All right. What date do you suggest?

MS. STORY: I have seen correspondence where he said September 1st. Now he's saying he can't. So I would suggest September 3rd, which is next Tuesday. And I would like the Order to reflect that the Williamson County sheriff's department will accompany him. And at this point --

THE COURT: You mean off the property?

MS. STORY: Off the property. And I don't think he needs to take any property.

What he did, Your Honor, in this response he filed, they had a TV that -- a Sony TV, a big screen, that my client's brother had given her. He now tells me in this response that he sold it for \$1,000. And then the other thing, there was a dehumidifier in the basement that was like a \$2,500 to 3,500 dehumidifier for moisture. He sold that. So if you let him take anything out at this point it's going to be sold and he's dissipating marital assets, which would be in violation of the restraining order.

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





RECEIVED BY  
Judge Chambers  
Date 8-29-19

R.v3 (381-383)

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE  
AT FRANKLIN

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

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

No. 48419B

**ORDER FROM AUGUST 29, 2019 HEARING**

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

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

a whole that the following shall be the Order of this Court.

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

It is therefore **ORDERED, ADJUDGED and DECREED** that the Husband was again

**×** advised of the risks of proceeding Pro Se and that he is required to comply with the rules just as **No Choice! Court Deprived Husband of ALL HIS Assets & Income! Deemed "uncollectible" once house was gone!** an attorney is required. Husband acknowledged that he understood and wishes to proceed Pro Se.

**×** The Motion for Violation of the Order of Protection will be continued pending further Orders of **The "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 **×** **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

**×** Hearing in this cause set for October 21, 2019 at 9:00 a.m. The Motion for Scheduling Order and **I understood the term "the Final Hearing in this cause" to be referring to the issues WE had DISCUSSED to date,** to Waive Mediation in this cause is appropriate and the same is granted. **the results of our Auction & "OP".**

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

## Jeff Fenton

---

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**Cc:** Sandy Arons  
**Subject:** RE: Offer to settle

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<b>13. Do you expect an increase or decrease within the year after you file this form?</b>		
<input checked="" type="checkbox"/> No.		
<input type="checkbox"/> Yes. Explain: <b>Employer Retiring - Closing their Firm - Known Over a Year in Advance</b>		



Adkisson & Associates Architects, Inc.

FILED  
WILLIAMSON COUNTY  
CLERK & MASTER

2019 AUG 15 AM 10:44

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

August 14, 2019

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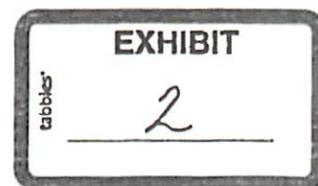
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I greatly appreciate your good work over the past years and wish you well in your future endeavors.

With many thanks,

Kenneth C. Akdisson  
President

118





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! Mr. Tommy Anderson, on August 29, 2019. Wife shall be allowed to sign any further contracts Afterwards I NOTIFIED everyone, that I was FORCED to SIGN under DURESS. I Canceled the Listing: NULL & VOID! to effectuate the sale and closings of the property located at 1986 Sunnyside Drive, Franklin, TN YET Mr. Tommy Anderson said he was AUCTIONING MY HOME regardless! To do whatever I want! Unethical and illegal! 37069. Husband shall vacate the martial home on or before September 3, 2019 at 12:00 noon. The JUST FIVE-DAYS NOTICE!

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

property. Husband is admonished that he is under a Restraining Order pursuant to the Statutory Injunction entered upon the filing of the Complaint for Divorce as of June 4, 2019. Mr. Fenton

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



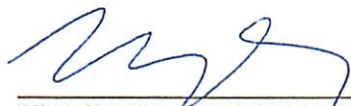
**R.v3 (381-383)**

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

ENTERED on this 29<sup>th</sup> day of August, 2019.

  
MICHAEL W. BINKLEY, JUDGE

**APPROVED FOR ENTRY:**



**VIRGINIA LEE STORY; BPR #11700**

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

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

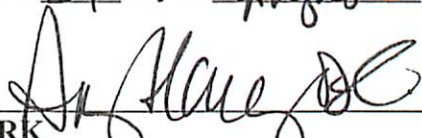
**CERTIFICATE OF SERVICE**

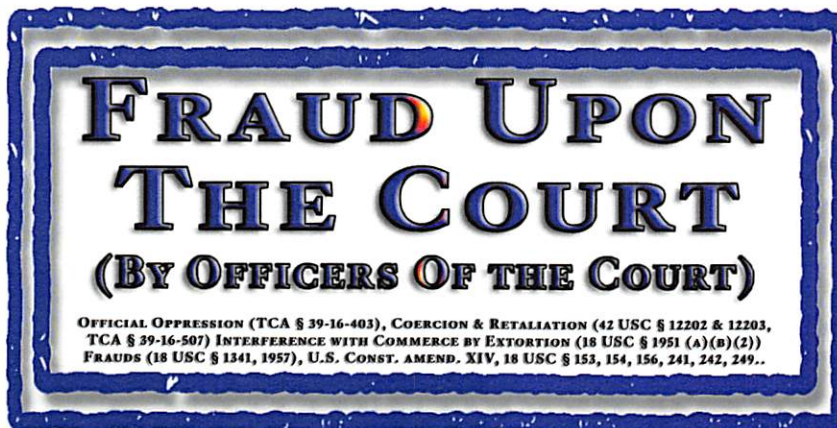
I certify that a true and exact copy of the foregoing was sent courtesy copy to Mr. Jeffrey Fenton, Defendant Pro Se, at 1986 Sunnyside Drive, Brentwood, TN 37027 on this 29<sup>th</sup> day of August, 2019.

  
VIRGINIA LEE STORY

**CLERK'S CERTIFICATE OF SERVICE**

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

  
CLERK





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

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

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

**INTRODUCTION**

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

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

**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].





# Story Abernathy & Campbell

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\*Licensed in Kentucky

September 16, 2019

Via Email

Mr. Jeffrey Fenton

Email: [REDACTED]

Via First Class Mail



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

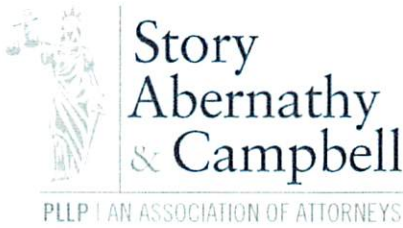
This is how abusive, heavy-handed, and bullying Attorney Virginia Lee Story treated me throughout every action in this mass deprivation of rights and property, without so much as HEARING my DEFENSE, while Judge Michael W. Binkley enabled and empowered her every cruel, savage, inhumane, and criminal actions. 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!





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

*Licensed in Kentucky*

September 26, 2019

Via First Class Mail and E-Mail

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



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

Dear Mr. Fenton:

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

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

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

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

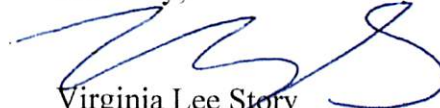


Jeffrey Fenton  
September 26, 2019  
Page 2

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.

**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](http://www.HNDREALTY.COM)***  
***(615) 969-5819***



## Jeff Fenton

---

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

**Categories:** 5-Email: Present to Court

Jeff,

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

Thanks,  
Virginia



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





## Jeff Fenton

---

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

**Categories:** 5-Email: Present to Court

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

Tommy

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

Jeff my friend,

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

Tommy Anderson