

THE CLOSING FOR OUR HOME WASN'T FOR THREE MORE WEEKS, ON 10/29/2019, SO WHY WERE WE BULLIED SO MUCH? ATTORNEY STORY HAD NO LEGAL AUTHORITY! THEY HAD MONTHS WITH THE HOUSE BY THEMSELVES (WHILE MY STUFF WAS STOLEN)! WHY WAS I ONLY ALLOWED 5-DAYS WITH MY ELDERLY MOTHER TO BOTH PACK AND MOVE MY 2,500 SQFT HOME? WHO MADE STORY GOD? AND THE AUCTIONEER HER ENFORCER, I PAID? A GANG OF LAWLESS THIEVES & THUGS!

Jeff Fenton

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Sunday, October 6, 2019 6:35 PM
To: Virginia Story
Cc: Jeff Fenton; Heidi Macy; Kathryn Yarbrough
Subject: Re: Fenton v. Fenton

Thank you Jeff for leaving with your possessions today. We drove by & you were headed out the driveway.


Sincerely,
 Tommy Anderson

Mail

Brentwood

THIS INSTRUMENT WAS PREPARED BY

Bankers Title & Escrow Corp.
 5107 Maryland Way, Ste. 115
 Brentwood, TN 37027
 P19-10267A-BW



STATE OF TENNESSEE
 COUNTY OF Williamson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$ 324,360.00

[Signature]
 Attest

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

[Signature]
 Notary Public

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

WARRANTY DEED

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

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

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

vs.

JEFFREY RYAN FENTON,
Defendant/Husband.

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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.

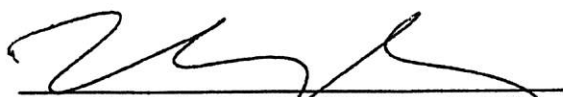
ENTERED on this 10 day of Oct, 2019.

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), viscusly destroying me beyond benefit to ANY party! Repeatedly denying me ANY "ADA Accommodations", as they targeted, attacked, and overwhelmed my known disabilities!

NOT ONE legal, lawful, honest, honorable, equal, equitable, fair, impartial, good-faith, or humane action took place between EITHER the Williamson County Chancery Court in Docket #48419B, OR the United States Bankruptcy Court for the Middle District of Tennessee in Case 3:19-bk-02693. **NOT ONE!**


MICHAEL W. BINKLEY, JUDGE

APPROVED FOR ENTRY:


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

Unknown to me, and undisclosed by any party, my abusive, vexatious, unethical, opposing counsel, Attorney Virginia Lee Story (I believe the "mastermind" of this entire scam), is a close "FAMILY FRIEND" and vacationing/partying buddy of Presiding Judge Michael W. Binkley. Repeatedly exposed by the Tennessean Newspaper and admitted, while claiming their friendship does not jeopardize impartiality.

This **NEGLIGENTLY DENIES** the LAWS of HUMANITY, where the **KNOWN** and **TRUSTED PARTY** will always have an advantage over the **UNKNOWN PARTY!**

SEE: <https://www.facebook.com/judgebinkley> to discover the tip of the iceberg!

CERTIFICATE OF SERVICE

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

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

on this the 10 day of October, 2019.


VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

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

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

on this the 10 day of October, 2019.


CLERK

There went **\$250,000** of OUR EQUITY, our life's savings, our premarital retirement funds, and the proceeds of a **DECADE** of MY HARD and painstaking LABOR! As of the DAY the **ILLEGALLY FORCED AUCTION** took place! While the property has appreciated roughly **\$100k per YEAR** since! It was worth **\$800k in 2022**, while we only owed **\$300k** on the mortgages! Yet the Court and Counsel left us without a **PENNY** toward our relocation, survival, or retirement! **ABSOLUTELY NOTHING!**

PARTIES LIKELY INVOLVED IN CRIMES & MISCONDUCT IN THIS CASE: 2-Judges, 7-Attorneys, 2-Paralegals, and 2-Brokers (to START).

ENDING with the Involvement, Discrimination, Collusion, Conspiracy, and/or the Refusal to Assist by a Total of **5-Judges, 11-Attorneys, 2-Paralegals, and 2-Brokers**. While you can add a USTP Trial Attorney to that also now, who threatened that my ex-wife will be in danger, if I expose all these **POWERFUL CRIMINALS**, who are committing crimes against humanity!

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

CLERK & MASTER

2019 OCT 21 PM 3:58

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

FILED FOR ENTRY _____
No. 48419B

AFFIDAVIT OF VIRGINIA LEE STORY

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

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

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

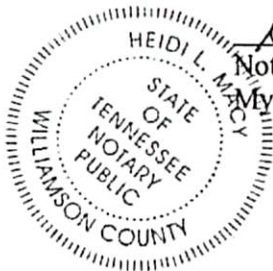
1. I am over 18 years of age and have personal knowledge of the following facts.
2. At the August 29, 2019 hearing in this matter, the Court set this matter for final hearing on October 21, 2019 in open Court with Mr. Jeffrey Fenton present in the courtroom.
3. Since the August 29, 2019 hearing, Mr.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

FURTHER AFFIANT SAITH NOT.

[Handwritten Signature]

VIRGINIA LEE STORY

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



[Handwritten Signature]

Notary Public
My Commission Expires: 6-19-22

MY LOVE!!!

Fawn,

2019 OCT 21 PM 3:58
FILED FOR ENTRY

I treasure it more (But must be than anything)

MY REGRET!

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

MY PRAYER!

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

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

ELECTRONICS TOYS & GIFTS

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

EXHIBIT 1

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

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

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

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

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

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

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

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

as we promised each other,

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

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

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

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

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

It was all worth MORE THAN MONEY.

or it wouldn't be sitting here

It is my kiss on the
cheek goodbye! ~~Flora~~
kiss and hug put
puppy for me

Non-Contested, No Joint Assets or Debts,

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

MY TERMS REPEATED:
TO MAKE ABSOLUTELY SURE
THERE WERE NO MISUNDERSTANDINGS,
QUESTIONS, OR CONFUSION. WHICH COULD FORCE
US BOTH THROUGH MORE TOTALLY UNNECESSARY PAIN!
WITHOUT BENEFIT TO ANYONE, EXCEPT FOR TO A SADIST!

MORE
TOTALLY UNNECESSARY
PEACEFUL REASSURANCE,
TO REMOVE ANY POSSIBLE
LINGERING THOUGHT, EVEN IF
FROM HER OWN FAKE STORY!

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

Goodbye FAWN!
Love,



FAWN ██████████ FENTON vs JEFFREY RYAN FENTON
08/29/2019

DESPITE MS. STORY'S PROMISE IN COURT ON 8/29/2019, TO HOLD COURT OVER THE PHONE - THEY REFUSED WITHOUT NOTICE!

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

THE COURT: ~~I know you will. You already have.~~

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

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

(Proceedings were adjourned at 11:44 a.m.)

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



2019-10-09 EMAIL FROM AUCTIONEER CONFIRMING MS. FENTON RECEIVED THE GIFTS, RATHER THAN SOMEONE ELSE TAKING, AUCTIONEER PROMISED ME A HUD-1 "SETTLEMENT STATEMENT" WHICH I NEVER GOT

[REDACTED]

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

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

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

Hello Tommy,

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

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

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

Thank you, sir.

Jeff Fenton
1986 Sunnyside Drive
Brentwood, TN 37027

Tenn. R. Sup. Ct. 1.0

Rule 1.0 - TERMINOLOGY

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

Tenn. R. Sup. Ct. 3.3

Rule 3.3 - Candor Toward the Tribunal

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

(a) A lawyer shall not knowingly:

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

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

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



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

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

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

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

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

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

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

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 OCT 21 PM 3:56

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

No. 48419B

FILED FOR ENTRY 10/23/19

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

FINAL DECREE OF DIVORCE

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

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

WE HAD NOT EVEN BEGUN DISCOVERY YET! MS. STORY HAD GRANTED EXTENSIONS BY AGREEMENT BETWEEN ATTORNEYS FOR DIVORCE ANSWER & COUNTER COMPLAINT TO BE DUE - WHILE SHE PRIORITIZED THE FORCED DEPRIVATION OF MY HOME, AUCTIONING MY BEAUTIFUL \$500K BRENTWOOD HOME FOR \$0! RENDERING ME HOMELESS! FORCED TO RELOCATE TO SURVIVE!

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

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

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

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

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

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

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


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

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

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

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

ENTERED this 24th day of October, 2019.


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

APPROVED FOR ENTRY:


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

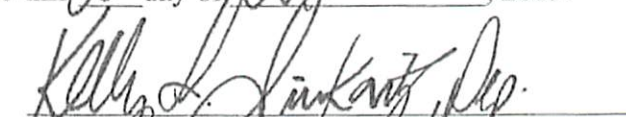
CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been forwarded via U.S. mail to Jeffrey Ryan Fenton, Husband *Pro Se*, at 17195 Silver Parkway, #150, Fenton, MI 48430 this 21st day of October, 2019.


VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

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


CLERK

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

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

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

Jeff:

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

Thanks. have a good evening.
Marty

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

Thanks Marty.

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

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

Any other time critical dates would be greatly appreciated.

Thanks.

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

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

Fenton 19-02693: sale motion complaint - Message (HTML)

File Message Add-ins Help Acrobat Tell me what you want to do

Save Undo Redo Previous Item Next Item Print Preview

Fenton 19-02693: sale motion complaint



Seliber, Megan (USTP) <Megan.Seliber@usdoj.gov>
To Jeff Fenton

Reply Reply All Forward

Tue 3/15/2022 6:08 PM

fenton 319-02693 deed.pdf
247 KB

This email is from the USTP Trial Attorney in Nashville who was Assigned to Research my BANKRUPTCY FRAUD COMPLAINT by Region 8 Acting United States Trustee, Paul A. Randolph, who is over Tennessee and Kentucky. Mr. Randolph is who I contacted to REPORT BANKRUPTCY FRAUD and to seek information to help me understand what VIOLATIONS were made by whom.

Mr. Fenton,

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

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

This concludes my investigation into your complaint.

Best,




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

Ms. Seliber ACTS like she is HELPING ME, but she really isn't. She does confirm that the Bankruptcy Court failed to provide me NOTICE about my Ex-wife's Secret Bankruptcy and the THREAT to MY HOME, but then she lies to me, provides me with misinformation, and plays the blame game, between Federal and State Courts being responsible for my damages.

Banker
THIS INSTRUMENT WAS PREPARED BY
 Bankers Title & Escrow Corp.
 5107 Maryland Way, Ste. 115
 Brentwood, TN 37027
 P19-10267A-BW

Maile



STATE OF TENNESSEE
 COUNTY OF Williamson
 THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$ 324,360.00
 SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29 DAY OF October, 2019
 MY COMMISSION EXPIRES: 11/3/20
 (AFFIX SEAL)

WARRANTY DEED

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

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

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

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

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

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

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

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

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

Case No. 48419B in Chancery Court of Williamson County, Tennessee was entirely "fraud on the court(s) by officers of the court(s)," with fraudulent, forged and falsified government records, at the hands of Attorney Virginia Lee Story, under the oversight of Judge Michael Weimar Binkley.

This was illegal and constitutes real estate deed fraud: The chancery court unlawfully usurped—or the bankruptcy court unlawfully abdicated—jurisdiction over the marital home, in violation of 28 U.S. Code § 1334(e)(1), which states: "The district court in which a case under title 11 is commenced or is pending shall have exclusive jurisdiction—of all the property, wherever located, of the debtor as of the commencement of such case, and of property of the estate."

Binkley and Story executed this RICO conspiracy against rights and property to rob husband of his highly desirable Brentwood marital residence without equal or due process of law. The case was "fixed" before the divorce was filed, at least 97-days before husband's first "hearing". The fraudulent bankruptcy was filed by wife's counsel, in collusion with Story, 39-days before any action was filed in the state courts, giving the federal courts both *original* and *exclusive jurisdiction*.

The state courts were specifically **prohibited** from exercising jurisdiction over their marital residence, because it was a part of a "federal bankruptcy estate". That property was also "core" to the bankruptcy, and was in fact one of the primary reasons that Ms. Fenton's counsel filed the fraudulent bankruptcy action.

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

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


 Fawn Fenton

The Bankruptcy Court could not compel the sale of the marital residence, because the "benefit to the [bankruptcy] estate" could not "outweigh the detriment" to husband, as REQUIRED in 11 U.S.C. § 363(h)(3) "the benefit to the estate of a sale of such property free of the interests of co-owners outweighs the detriment, if any, to such co-owners". (Chancery liquidated it for the amount of the mortgages plus auction fees & closing costs.)

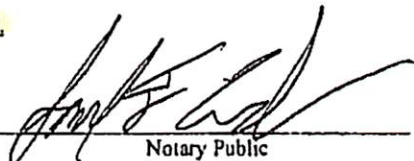
STATE OF TENNESSEE
 COUNTY OF WILLIAMSON

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

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

My Commission expires: 11/3/20




 Notary Public

Husband was lawfully in possession of the property and had two lawful tenants/roommates, with federally protected leasehold property interests, which under the circumstances could not be lawfully severed. Per bankruptcy Rule #7001, the bankruptcy Trustee was required to provide Mr. Fenton and his two lawful tenants/roommates with "adversarial proceedings" (or notice by which they could initiate such) including notices and hearings in federal bankruptcy or district court (which never happened), specifically not in state court, since the marital residence was "core" to the bankruptcy action and predated any filings in state courts. The federal courts were required to determine each party's lawful property interests before any property could be taken or sold in conjunction with the bankruptcy, while they were also required by the bankruptcy code to provide each of their interests with "adequate protection"; all which were illegally circumvented by a conspiracy with Story/Binkley, to unlawfully exercise jurisdiction and force the auction, before discovery even began, through the Chancery Court.

Binkley and Story liquidated the property for exactly what was owed on the mortgages plus auctioning fees & closing costs. According to bankruptcy guidelines and definitions, the forced auction was of absolutely ZERO "benefit to the [bankruptcy] estate", because it failed to produce ANY proceeds toward paying Ms. Fenton's unsecured debts. While rendering Mr. Fenton instantly homeless, terminating his only stream of income in that moment (tenant rents), due to the misconduct by the courts and counsel, leaving him no shelter or means to simply survive.

Mr. and Ms. Fenton lost \$250,000 they had invested into their beautiful Brentwood home, the sum total of both their life's savings and premarital retirement investments, the moment the illegally court ordered auction by Binkley & Story closed.

BK: 7790 PG: 959-960
19045384

TPGRAL-DEED	
623604	
10/30/2019 - 09:50 AM	
BATCH	625604
MORTGAGE TAX	0.00
TRANSFER TAX	1200.13
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	1213.13

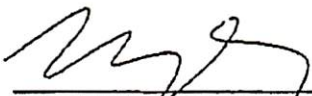
STATE OF TENNESSEE, WILLIAMSON COUNTY
SHERRY ANDERSON
 NOTARY PUBLIC

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

ENTERED on this 29th day of August 2019.


MICHAEL W. BINKLEY, JUDGE

APPROVED FOR ENTRY:



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

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

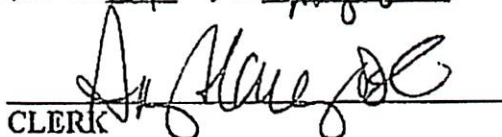
CERTIFICATE OF SERVICE

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


VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

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


CLERK

BK: 7790 PG: 956-958
19045383

3 PGS.AL-ORDER	
625604	
10/30/2019 - 09:50 AM	
BATCH	625604
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SHERRY ANDERSON
REGISTERED CLERK



RECEIVED BY
Judge Chambers
Date 8-29-19

R.v3 (381-383)

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

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

No. 48419B

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

ORDER FROM AUGUST 29, 2019 HEARING

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

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

a whole that the following shall be the Order of this Court.

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 Court as Husband had filed a very lengthy response on the morning of the hearing being the Court as Husband had filed a very lengthy response on the morning of the hearing being **The "OP" meant NOTHING but LEVERAGE! ALL they wanted was MY HOUSE and ME OUT of it!** **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!

SO much HORRIBLE FAITH, dishonesty, deceit, bullying, legal trickery, discrimination, bias, all GAMES with NO regard for JUSTICE, that ALL PLEADINGS must do SUBSTANTIAL JUSTICE, with NO RESPECT for ANY RULE OF LAW or my LIFE!

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

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

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

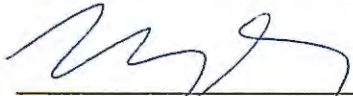
R.v3 (381-383)

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

ENTERED on this 29th day of August, 2019.


MICHAEL W. BINKLEY, JUDGE

APPROVED FOR ENTRY:



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

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

CERTIFICATE OF SERVICE

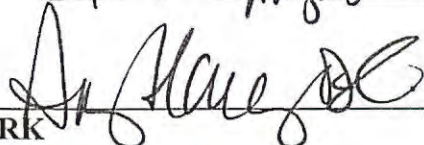
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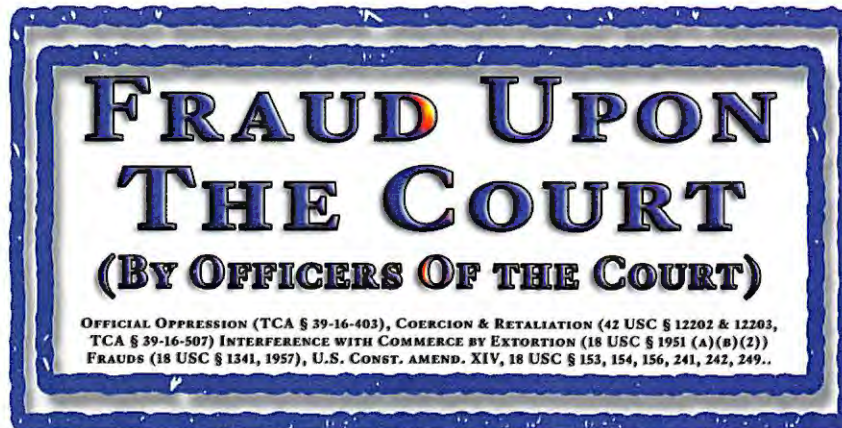
VIRGINIA LEE STORY

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CLERK





www.hndrealty.com

Tommy Anderson
Broker & Auctioneer
TN Lic. #254363

Office: (615) 297-7711
Cell: (615) 969-5819
Fax: (615) 297-7184

Email: tom@tommyanderson.us

EXCLUSIVE AUCTION LISTING

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

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

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

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

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

AS PER DIVORCE DECREE # 48419B

WITHIN SEPTEMBER 2019

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

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

COURT AUCTION WITHOUT RESERVE

For so long as mortgages are covered.

The property to be sold on the following terms:

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

I, we, will pay HND AUCTIONS LLC a commission of SEE BELOW of total selling price on Real Estate
NA plus \$3500 for sale expense. The term "sale expense" as herein defined, shall mean: the largest portion of

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

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

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

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

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

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

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

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

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

Ⓢ Seller's initial

DATE: _____

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

Atty Virginia Story

Attys: Charles Duke - Mitchell Miller

SELLERS AUTHORIZATION Ⓢ

SELLERS AUTHORIZATION Ⓢ

MAILING ADDRESS

MAILING ADDRESS

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

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

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



www.hndrealty.com

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

EXCLUSIVE AUCTION LISTING

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

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

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

AS PER DIVORCE DECREE # 48419B

WITHIN SEPTEMBER 2019

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

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

COURT AUCTION WITHOUT RESERVE

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

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

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

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

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

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

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

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

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

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

[Signature] Seller's initial

DATE: _____

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

Atty Virginia Story Attys: Charles Duke - Mitchell Miller

SELLERS AUTHORIZATION [Signature] SELLERS AUTHORIZATION [Signature]

MAILING ADDRESS _____ MAILING ADDRESS _____

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

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

SELLERS AUTHORIZATION _____ SELLERS AUTHORIZATION _____

MAILING ADDRESS _____ MAILING ADDRESS _____

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

PHONE: _____ PHONE: _____

Jeff Fenton

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

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

Mr. Fenton,

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

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

This concludes my investigation into your complaint.

Best,



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

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

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

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

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

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

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

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

DAYS between when BANKRUPTCY was FILED on 4/26/2019 and when I had my FIRST HEARING in CHANCERY COURT on 8/1/2019: 97-DAYS (The Bankruptcy Attorney HAD TO KNOW this far in ADVANCE, that Judge Binkley would "PLAY BALL"!)

Otherwise the Bankruptcy Attorney would have gotten CAUGHT filing a FRAUDULENT BANKRUPTCY PETITION, as would the TRUSTEE. The Bankruptcy Attorney would have been responsible for all losses, faced serious sanctions, and removal from office! She HAD TO KNOW that Judge Binkley would illegally FORCE THE AUCTION OF MY HOME, on my VERY FIRST DAY in Court, before she could WAIT for 97-DAYS for what she was REQUIRED to do within the first 14-DAYS of FILING the FRAUDULENT BANKRUPTCY!

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

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

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

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

INTRODUCTION

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

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

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

Rule 11. Orders and Judgments

Section 11.01 Preparation and Submission

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

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

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

Jeff Fenton

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

Importance: High

Hello Ms. Story,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Please advise.

Jeff Fenton

Procedural due process

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

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

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

Civil procedural due process

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

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

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

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

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

Delivered: Best & Final Settlement Offer

postmaster@tnlaw.org <postmaster@tnlaw.org>

Tue 11/12/2019 7:28 AM

To: Virginia Story <virginia@tnlaw.org>

 1 attachments (33 KB)

Best & Final Settlement Offer ;

Your message has been delivered to the following recipients:

[Virginia Story \(virginia@tnlaw.org\)](mailto:virginia@tnlaw.org)

Subject: Best & Final Settlement Offer

Relayed: Best & Final Settlement Offer

Microsoft Outlook <postmaster@outlook.com>

Tue 11/12/2019 7:28 AM

To:elaine.beeler@tncourts.gov <elaine.beeler@tncourts.gov>

 1 attachments (19 KB)

Best & Final Settlement Offer ;

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

elaine.beeler@tncourts.gov (elaine.beeler@tncourts.gov)

Subject: Best & Final Settlement Offer

Jeff Fenton

From: Virginia Story <virginia@tnlaw.org>
Sent: Tuesday, November 12, 2019 10:07 AM
To: Jeff Fenton
Cc: Heidi Macy
Subject: Re: Best & Final Settlement Offer

Correction should say
"Will pay her fees"

Thanks,
Virginia

On Nov 12, 2019, at 9:03 AM, Virginia Story <virginia@tnlaw.org> wrote:

Mr. Fenton,

We did not request an award of attorneys fees. Please refer to the Final Decree sent to you there is no Judgement against you for fees. Ms. Fenton will lay her fees.

Thanks,
Virginia

On Nov 12, 2019, at 6:28 AM, Jeff Fenton wrote:

Hello Ms. Story,

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

In order for me to "settle" and voluntarily walk away from MY LIFE and this marriage with no home, no vocational training, no employment or

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

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

At the end of the day, we are both financially devastated currently. We ALL know that Fawn will "bounce back" the quickest and make at least 2-3x what I will ever make, for the rest of my life. (With very little SS for me or anything else...) While I'm still stuck with \$100k of marital debts in my name (which I can actually document and prove were marital), while I'm fighting to save my credit and to try not to file bankruptcy, if I can at all avoid it. But we all know, that your legal fees would simply leave me no choice but to file bankruptcy (while I've had essentially no representation

through either of Fawn's divorce filings, despite her promises). Either way, we all know, that you'll never receive a dime from me, and obviously I won't from Fawn either, unless we both waste more of our lives on this battle, which just isn't worth it to me, unless I'm simply left no choice.

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

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- Both completed this week, before I'm forced to appeal.

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

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You've also apparently had a number of exparte' communications with the judge, not to mention trying to use the auctioneer (and the sheriff's office) as your enforcement guy(s), beating on my own door while me and my mom were trying to move my stuff. Somehow, I never received a motion for default judgment, or even any notice about our "final" hearing. We hadn't even begun discovery yet. (But the assets were gone.) So many unethical things have happened throughout this case, it could carry on and consume all of our lives for a couple more years, but I don't see that benefiting anyone besides you (\$\$).

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

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

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

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

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

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

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

Please advise.

Jeff Fenton

Procedural due process

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

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

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

Civil procedural due process

Procedural due process is essentially based on the concept of "fundamental fairness". For example, in 1934, the United States Supreme Court held that due process is violated "if a practice or rule offends some principle of justice so rooted in

the traditions and conscience of our people as to be ranked as fundamental".^[27] As construed by the courts, it includes an individual's right to be adequately notified of charges or proceedings, the opportunity to be heard at these proceedings, and that the person or panel making the final decision over the proceedings be impartial in regards to the matter before them.^[28]

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

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

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

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

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

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

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

INTRODUCTION

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

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

The clerks are expected to perform all of the acts, including the issuance of writs of attachment, and fixing bonds therefor, which the Clerks are authorized to perform under the applicable statutes.

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].

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

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

vs

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

JEFFREY RYAN FENTON
Defendant/Appellant

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

NOTICE OF FILING

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

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

CERTIFICATE OF SERVICE

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

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

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

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

This the 18th day of February, 2020.

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

426
SBM

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

FAWN ██████████ FENTON v. JEFFREY RYAN FENTON

Chancery Court for Williamson County

No. 48419b

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

CERTIFICATE OF APPELLATE RECORD

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

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

1 Volume - Hearing Date August 1, 2019

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

This the 31st day of March, 2020.

(SEAL)



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

Jeff Fenton

From: Jeff Fenton
Sent: Tuesday, May 5, 2020 1:09 PM
To: Virginia Story; Heidi Macy; Kathryn Yarbrough
Cc: Deborah.Rubenstein@tncourts.gov; john.coke@tncourts.gov
Subject: Affidavit | FINAL OFFER TO CANCEL APPEAL: PRIOR to Writing my BRIEF, I'm willing to forfeit my \$250k, but my name must be CLEARED for ANY AGREEMENT to drop my Appeal
Attachments: 48419.pdf; STATE OF TENNESSEE v JAMES ROBERT CHRISTENSEN, JR (Opinion by Justice Sharon Lee).pdf; 2019-12-08 Statement of the Issues Proposed to be Raised (FINAL).pdf

After receiving the Technical Record from the Chancery Court to the COA, I discovered that on 10/21/2019 you filed the attached affidavit (which I never received notice of), including something which I wrote, during the most emotionally devastating time of my life, after suffering an unfathomable loss, of almost everything which I held dear to my heart.

The one part which you failed to point out, or which the court failed to take into consideration, besides my emotional frailty at the time of writing, was the very clearly stated stipulation that my offer was only valid "if she will drop all charges" and if we filed for a cheap uncontested no-fault divorce, just between Ms. Fenton and myself, using the state's free forms online. As with many offers which I've made to resolve matters with Ms. Fenton, she refused to accept my offer, hence I absolutely needed to defend myself against the false charges presented in our contested divorce action, which she hired you to litigate.

"All charges" of course refers to the order of protection which was illegally obtained against me (I believe and intend to prove), based upon extremely exaggerated and out-right fraudulent accusations made against my person, my character, while massively misrepresenting my actions.

As with every generous offer I have previously made to Ms. Fenton, to gift my equity in our home to her, to accept reduced alimony payments to help her afford keeping our home for herself, to loan her my share of our equity to help her purchase another home or a condo for herself (instead of being stuck in an apartment with no tax benefits), to my repeated offers to drop this appeal (accepting the approximately \$250k loss which I was cheated out of) if only you and Ms. Fenton will have the fraudulently obtained op dropped and expunged from my record. Yet neither you nor Ms. Fenton have ever accepted a single one of my generous offers.

A contract is a "meeting of the minds", an agreement between two consenting parties, who have acknowledged acceptance to each other, thus forming an "agreement", also referred to as a "contract". As much as I have repeatedly offered Ms. Fenton the opportunity to carelessly discard me, and walk-away from our divorce, without care or cost for replacing my home, my pre-marital retirement savings, or the approximately \$125k in alimony which we were professionally advised that I am due, nor her proportionate payment of the nearly \$100k of real marital debts which she left in my name. Ms. Fenton has refused to accept any and every offer which I have made to mitigate our damages and end this.

One person can only make “offers” (propositions), they cannot legally form a “contract”, without a second party who commits in “agreement” to the original party’s “offer(s)”.

So sadly, we have no agreements or contracts between us, except for a “Verbal Settlement Agreement” which Ms. Fenton chose to default upon, while hiring you instead, to take everything from me. We also still have our “marital contract”, which is currently upon appeal, along with the house liquidation, the op, the restoration of my name, and fair compensation for my losses as a direct result of Ms. Fenton’s unilateral actions throughout our divorce.

The unfortunate reality for me, is that I still love Ms. Fenton, and I have spent the past 15-years of my life protecting her, even sometimes at my own tremendous expense. There is nothing which has caused me more emotional turmoil in my life than being forced to choose between fighting Ms. Fenton in court or losing everything which I’ve built, over my lifetime.

I know that what Ms. Fenton has done, and what you have helped her to do, is wrong, unethical, unfair, in bad faith, and probably illegal (potentially on both state and federal levels). But I don’t want to be forced to expose her, causing her even more harm than her unilateral decisions to destroy everything that we both had built in our lives, along with everything connecting us, regardless of what is fair or wrong.

I want for Ms. Fenton to be able to go on with her life untethered, while I would like to do the same thing. As I said, I’m willing to forfeit money to give Ms. Fenton the opportunity to be free, to start over without the toxic consequences for her harmful actions, and I’m willing to do that at a loss of approximately \$250k, which I’ll never be able to come close to replacing. (\$125k alimony, \$75k home equity, \$50k-\$75k in proportionate marital debt repayment, for real marital debts dumped in my name, now with outstanding collection judgments against me.)

If Ms. Fenton will agree to have the op and stalking charges dropped and expunged from my record, before the time comes for me to write my brief to the COA (once I invest the time in writing my brief to the COA, I won’t accept any settlement or mediation, just like Ms. Fenton previously refused.) If she wants to waste my life and my time that much, despite my generous offers, then I will wait upon the COA judgment regarding all matters.... The sale of our home, compensating me for lack of notice and forfeiting my property without any opportunity to satisfy her default while taking over the payments, the alimony which I am legally due... while proving that her decrease in salary and job change were all strategically planned, as was her “bankruptcy” upon less debt than her fees to you have been, to help her game the system and take everything from me by force rather than honoring our “Verbal Settlement Agreement”.

I don’t need to remind you about your exposure or Ms. Fenton’s exposure in this matter. You know what you’ve both done. I know what you’ve both done. I believe that I can reasonably prove that (beyond a reasonable doubt) to a jury of my peers. As for Ms. Fenton’s claims that I’m a stalker and that she fears for her safety from me, I can line-up witnesses, amongst them some of her closest friends, and even a few extended family members of hers, who are very close to her heart, who will take Ms. Fenton’s

side and maybe believe that I failed to professionally provide as much as I “should have”, but who will insist that they have never known me, or even heard from Ms. Fenton, any mentions about me being physically intimidating, threatening, violent, or dangerous. Ms. Fenton’s crazy assertions about me having access to her text messages or email a year prior, has absolutely nothing to do with “hacking” or “stalking”. Again, it is an extreme perversion of the facts. The truth is that Ms. Fenton had access to all of my text messages and emails to... as well as all of our data. We believed the scriptural principal of the two becoming one. We both used the exact same passwords on her phone and mine, on our bank and credit accounts, on both of our computers and email accounts. I managed the data, maintained the hardware, and the backups of all our computers and portable hard drives. To my knowledge, we didn’t hide anything from each other, and we didn’t have anything which was “off-limits” for each other to access or view.

Ms. Fenton’s desire to change that now, as well as to separate our finances in hindsight, is simply her switching over to her family’s world-view, which I was never notified about, a single day before she abandoned me. Hence, our family agreements about us being one, having completely joint finances, access rights, data sharing, and living transparently before both god and each other, are the agreements upon which our marriage was founded and remained until she left.

I know that we’d all like a “do-over” in life, to re-write history to favor us better, but re-writing the narrative of our marriage and our lives together, after she left me, in hindsight, is false, pretentious, completely unfair, and outright fraudulent.

Again, I’m willing to lay this all down and forfeit my fight for justice, equality, and fairness, but only if my name is completely cleared of false accusations, the op is dropped and expunged, before I invest the time in drafting my brief. The record has already been transferred to the COA, as soon as they have an opportunity to file it, then will begin my 30-day period to write my brief. If we haven’t reached an agreement before that first day of my 30-day period to write my brief, then it will be too late, and despite how much it will break my heart, my appeal is the only legal means by which I can have the fraudulent charges dropped against me, and to have my record expunged.

Being legally accused of being a “stalker”, being dangerous to the person whom I love most in the world, and having a judge “say that it is true” (with a tricky default judgment), while granting an op against me, is the equivalent of me being accused of being a child molester, with my personal values and belief system. I will legally fight to my death, exhausting every legal alternative in state, federal, political, public courts before I will allow such horrendously offensive and false allegations to remain on my record or to follow-me for the rest of my life.

If that costs Ms. Fenton legal and financial exposure for her lies, then that is something which I can live with. Though I’m willing to forfeit every penny I’ve made in my life at 50 years old, I am not willing to allow her to continue to defame my character (for sport) and maintain what should be criminal charges against me, while I was never even provided with a court appointed attorney. “Civil” courts are for money judgments. It is unconstitutional for them to brand me with a criminal designation or judge me for the crime of stalking, or ordering the revocation of my civil rights,

without any proof of imminent harm pending, without first providing me with an attorney to defend my name, as well as providing me with every opportunity to hear my case fairly.

The whole reason that Ms. Fenton hired your services was to avoid the \$125k in alimony, and to force me out of our home. She has accomplished both of those goals now, and I'll even allow her to get away with it, but only if she can be decent enough to clear my name before wasting more of my life on forcing legal and social accountability, for her, for you, for the court, in whichever legal cures that I have at my disposal.

This op was always about power to get everything else that I had or was due, without Ms. Fenton being legally forced to give me a fair divorce. We hired a professional collaborative divorce consultant and financial analyst to inform us about what to expect in a fair divorce, given our real circumstances, but Ms. Fenton wanted more for herself. I have tried everything in my power to mitigate our losses and get her to collaborate and perform mediation... which Ms. Fenton refused a year before ever meeting you Ms. Story, and I can prove that too. While at the same time, Ms. Fenton came and went from our home countless times without a single incident, while I was nothing other than nice to her.

Just because Ms. Fenton was "afraid" of what might happen, upon her decision to destroy my entire life, that is no fault of my own. Such fear is based upon no action or words of mine, but her own devious plans to secretly betray me. I consider it the same as a bank robber's fear of robbing a bank, and the possibility that the police might shoot them during the heist. Are we going to charge the police officers as "stalkers" then, accuse them of "aggravated battery with a firearm", and place "orders of protection" against the cops, so that the thief can steal whatever they want with absolutely no concern about consequences of any sort?

I have never in my life threatened to physically harm Ms. Fenton. No one in the world will honestly testify otherwise, or tell you that they had even suspected such from having known us for decades.

Some of the most reputable people in Nashville will stand up and testify to that. They may like Ms. Fenton more than me, they may respect Ms. Fenton more than me, they may have more in common professionally with Ms. Fenton than me, but they will never ever testify to having any concerns for Ms. Fenton's safety, or about me being violent, or about me being potentially dangerous to Ms. Fenton or others. I can show the court a dozen correspondences, where that is never how I respond to her. I've met every secret, life changing, betrayal of hers, with sadness, sometimes feeling powerless and using extreme black & white analogies to try to clearly how I feel, in an attempt to make a point, but I've never physically threatened Ms. Fenton nor been hostile towards her.

It is a crime and shame that women can so easily and frequently choose to "play this card", purely for the tactical advantage during a divorce. They call an op the nuclear weapon of divorces. Well I have a domain/blog registered and seo optimized to put Tennessee on the national stage and hold you all accountable for this horrifically unjust leveraging of the law. As well as your role in exploiting it to injure rather than to show care, fairness, ethical restraint, and moral guidance.

Of course I am extremely disappointed in Ms. Fenton. She (admittedly) betrayed me and has hurt me deeply, in ways which permanently scar and deprive my future.

As for the parties, systems, governance (whom empowered and enabled Ms. Fenton to commit these crimes against me) which were supposed to (unbiasedly) protect me instead, from being unilaterally destroyed while there was absolutely nothing in the world which I could do to prevent it, to convince Ms. Fenton to perform an amicable divorce, to mitigate our damages in the slightest way, or to protect our life's work, while I was labeled a slimy "stalker" and had my constitutional freedoms revoked, that I will devote my life to restoring (if need be), while exposing and publicly holding accountable every party, business, and institution complicit in such a violent crime against me. There is no greater attack upon a man than to unjustly defame his good name, while revoking his constitutional rights (without at least providing him with a trial by a jury of his peers).

Loving Ms. Fenton as I do, this has been the most difficult back and forth emotional struggle of my life. Wanting to mitigate both of our losses and end this totally unnecessary drama, distracting me, consuming my time and focus, while preventing me from learning a new trade and moving forward with my life. I've asked a dozen times though. It appears that Ms. Fenton's counsel is failing to make clear to her how much legal exposure she has if convicted for fraudulent statements filed in court, federal bankruptcy fraud, perjury in her sworn affidavit (which I can prove). While Ms. Fenton appears to be too greedy to release her dominance over me, even though she has already successfully leveraged it to take everything which she initially wanted from me.

So I am left without a choice, to help the one whom I love the most, because she insists upon not only robbing me, but revoking my freedoms and destroying my reputation as well. That is more than I can gracefully give to anyone.

Currently every decision, judgment, court order, has been based solely upon the testimony of two people, Ms. Fenton and you Ms. Story. So my greatest opportunity to clear my name, regardless whether or not I care about financial restitution, is to provide the court with irrefutable proof of any and every lie which Ms. Fenton has told, to clearly demonstrate to the court that Ms. Fenton's word means little if anything, plus Ms. Fenton is not the soft, feeble, sickly, victim that she has pretended to be in court. Actually Ms. Fenton is the brains behind many things of questionable repute, especially those involving the law, or legal research, since she thrives upon digging through legal code, and refers to herself with pride as a "code junkie" (this is a large part of her job as an architect).

Ms. Fenton designed the very same "no trespassing" signs which she used as "evidence" of how crazy, dangerous, and instable I was. Providing the court with the emails where Ms. Fenton designed the signs herself at work, along with the emails discussing the language on the signs, based upon the recent TN Supreme Court decision, "STATE OF TENNESSEE v JAMES ROBERT CHRISTENSEN, JR".

As much as I love Ms. Fenton and desire to protect her from even the consequences of her own poor choices, including those which have harmed me. Unjustly stripping away my constitutional freedoms, based upon absolute lies, is one thing which I just can't protect her from anymore. I must reveal her

true credibility as well as that of yourself, as demonstrated in this case, using every piece of damaging evidence which I have in my possession, against you both.

That is my only hope of the court ever hearing past your pre-staged bombastic narrative of lies, to actually hear my side of the story while giving it equal consideration. That is my only chance of removing the op and having it expunged without your cooperation, despite what that costs both you and your client.

Once I do that though, I can't protect Ms. Fenton from the consequences of what she has really said and done. She could be charged with a felony, Ms. Fenton could lose her professional license as an architect (for ethical violations), she could become convicted for a crime which no longer permits her ownership or possession of firearms, she could end-up being court ordered to pay me the \$250k that she owes me (which I'll opt to keep at that point – for being such a greedy girl.)

This is my "one last chance" at giving Ms. Fenton everything that she wants, except for my good name and my freedom.

She needs to decide what she wants the most, and I hope that you will convey this offer to her, as it is my last before being decided upon by the three-judge appellate panel.

This is my one chance, and I'm not going to hold anything back. Again, either we have an agreement before I begin the brief, or she will remember that I can be just as stubborn as her, as I demand that we wait for a judgment, since she'll have already cost me more time, and I'll have nothing more which I can lose.

Hopefully you can both push pause on your ego's and pragmatically take a look at the pros and cons.

I'm uncollectible and probably always will be. I can only make around \$10 per hour back here in Michigan, where I've been forced to live due to necessity, after you two liquidated my half-a-million-dollar home.

Please let me know as soon as possible, how you would both like to proceed.

Meanwhile, this link will tell you once the record is filed, at which point all offers are withdrawn:
<https://www2.tncourts.gov/PublicCaseHistory/CaseDetails.aspx?id=77969&Party=True>

I will devote everyday for the following month to writing the best brief that I am capable of. FYI, I'm in a much more stable situation now, out of your reach, having already accepted that I've lost everything, so my brief won't come across as the disjointed documents that my one response and counter motion did.

I don't believe that the COA ever gave this document to you. They told me that I "could", but I opted not to. I'm including it now so that you'll clearly understand what all is at stake in my appeal. What

exactly I am appealing and the parties which I've asked the court to hold accountable for their unethical and illegal actions against me (see attached "2019-12-08 Statement of Issues Proposed to be Raised.pdf").

It seems to me that some of these rules, oaths, and ethics are failing to be practiced, in the handling of my case:

RULE 8: RULES OF PROFESSIONAL CONDUCT: <http://www.tsc.state.tn.us/rules/supreme-court/8>

[1] A lawyer is an expert in law pursuing a learned art in service to clients and in the spirit of public service and engaging in these pursuits as part of a common calling to promote justice and public good. Essential characteristics of the lawyer are knowledge of the law, skill in applying the applicable law to the factual context, thoroughness of preparation, practical and prudential wisdom, ethical conduct and integrity, and dedication to justice and the public good.

[2] A lawyer, as a member of the legal profession, is a representative of clients, an officer of the legal system, and a public citizen having special responsibility for the quality of justice.

[3] As a representative of clients, a lawyer performs various functions. As an advisor, a lawyer provides a client with an informed understanding of the client's legal rights and obligations and explains their practical implications. As an advocate, a lawyer zealously asserts the client's position under the rules of the adversary system. As a negotiator, a lawyer seeks a result advantageous to the client but consistent with requirements of honest dealings with others. As an evaluator, a lawyer acts by examining a client's legal affairs and reporting about them to the client or to others.

[6] A lawyer's conduct should conform to the requirements of the law, both in professional service to clients and in the lawyer's business and personal affairs. A lawyer should use the law's procedures only for legitimate purposes and not to harass or intimidate others. A lawyer should demonstrate respect for the legal system and for those who serve it, including judges, other lawyers, and public officials. While it is a lawyer's duty, when necessary, to challenge the rectitude of official action, it is also a lawyer's duty to uphold legal process.

[13] The legal profession's relative autonomy carries with it special responsibilities of self-government. The profession has a responsibility to assure that its regulations are conceived in the public interest and not in furtherance of parochial or self-interested concerns of the bar. Every lawyer is responsible for observance of the Rules of Professional Conduct. A lawyer should also aid in securing their observance by other lawyers. Neglect of these responsibilities compromises the independence of the profession and the public interest which it serves.

Maybe they'll update this since Chancellor Binkley said on 8/29 that "fair is something you do in the fall."

Incidentally, I believe that I got the confusion straightened out, so that the COA has accepted my transcripts from both the 8/1 & the 8/29 hearings for evidence to support my brief upon. I'm not sure why, but the 8/29 transcripts somehow got over looked by Williamson Chancery, despite being sent to them via multiple media formats. I'm glad that has been corrected now though, as that is a very valuable hearing toward my defense. Amongst other things, it proves how I was given several assurances in court, which after I was "run out of town", were not only renegeed upon, but nearly the exact opposite took place.

Even the **bible** states, that what you do in secret, will be exposed in the light. (*Maybe you can sue God over that "threat".*)

Luke 8:17 (NKJV)

- **For nothing is secret that will not be revealed, nor anything hidden that will not be known and come to light.**

Luke 12:2-3 (MSG)

- **You can't keep your true self hidden forever; before long you'll be exposed. You can't hide behind a religious mask forever; sooner or later the mask will slip and your true face will be known. You can't whisper one thing in private and preach the opposite in public; the day's coming when those whispers will be repeated all over town.**

Matthew 10:26-27 (MSG)

- **Don't be intimidated. Eventually everything is going to be out in the open, and everyone will know how things really are. So don't hesitate to go public now.**

I, VIRGINIA LEE STORY, do **solemnly swear** or affirm that I will support the Constitution of the United States and the Constitution of the State of Tennessee. In the practice of my profession, I **will conduct myself with honesty, fairness, integrity, and civility** to the best of my skill and abilities, **so help me God.**

Some people actually believe that *fairness* is one of the *pillars* of the rule of law.

Truly,

Jeff Fenton

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

From: Megan Henry <Megan.Henry@tncourts.gov>
Sent: Friday, May 1, 2020 9:38 AM
To: Jeff Fenton
Subject: Affidavit

Affidavit.

Megan Henry
Deputy Clerk
135 4th Ave S, Franklin, TN 37064
615-790-5428

Delivered: Affidavit | FINAL OFFER TO CANCEL APPEAL: PRIOR to Writing my BRIEF, I'm willing to forfeit my \$250k, but my name must be CLEARED for ANY AGREEMENT to drop my Appeal

postmaster@tnlaw.org <postmaster@tnlaw.org>

Tue 5/5/2020 1:08 PM

To:Virginia Story <virginia@tnlaw.org>

 1 attachments (52 KB)

Affidavit | FINAL OFFER TO CANCEL APPEAL: PRIOR to Writing my BRIEF, I'm willing to forfeit my \$250k, but my name must be CLEARED for ANY AGREEMENT to drop my Appeal;

Your message has been delivered to the following recipients:

[Virginia Story \(virginia@tnlaw.org\)](mailto:virginia@tnlaw.org)

Subject: Affidavit | FINAL OFFER TO CANCEL APPEAL: PRIOR to Writing my BRIEF, I'm willing to forfeit my \$250k, but my name must be CLEARED for ANY AGREEMENT to drop my Appeal

Delivered: Affidavit | FINAL OFFER TO CANCEL APPEAL: PRIOR to Writing my BRIEF, I'm willing to forfeit my \$250k, but my name must be CLEARED for ANY AGREEMENT to drop my Appeal

postmaster@tnlaw.org <postmaster@tnlaw.org>

Tue 5/5/2020 1:08 PM

To:Kathryn Yarbrough <kyarbrough@tnlaw.org>

 1 attachments (48 KB)

Affidavit | FINAL OFFER TO CANCEL APPEAL: PRIOR to Writing my BRIEF, I'm willing to forfeit my \$250k, but my name must be CLEARED for ANY AGREEMENT to drop my Appeal;

Your message has been delivered to the following recipients:

[Kathryn Yarbrough \(kyarbrough@tnlaw.org\)](mailto:kyarbrough@tnlaw.org)

Subject: Affidavit | FINAL OFFER TO CANCEL APPEAL: PRIOR to Writing my BRIEF, I'm willing to forfeit my \$250k, but my name must be CLEARED for ANY AGREEMENT to drop my Appeal

Delivered: Affidavit | FINAL OFFER TO CANCEL APPEAL: PRIOR to Writing my BRIEF, I'm willing to forfeit my \$250k, but my name must be CLEARED for ANY AGREEMENT to drop my Appeal

postmaster@tnlaw.org <postmaster@tnlaw.org>

Tue 5/5/2020 1:08 PM

To: Heidi Macy <Heidi@tnlaw.org>

 1 attachments (52 KB)

Affidavit | FINAL OFFER TO CANCEL APPEAL: PRIOR to Writing my BRIEF, I'm willing to forfeit my \$250k, but my name must be CLEARED for ANY AGREEMENT to drop my Appeal;

Your message has been delivered to the following recipients:

[Heidi Macy \(Heidi@tnlaw.org\)](mailto:Heidi@tnlaw.org)

Subject: Affidavit | FINAL OFFER TO CANCEL APPEAL: PRIOR to Writing my BRIEF, I'm willing to forfeit my \$250k, but my name must be CLEARED for ANY AGREEMENT to drop my Appeal

Relayed: Affidavit | FINAL OFFER TO CANCEL APPEAL: PRIOR to Writing my BRIEF, I'm willing to forfeit my \$250k, but my name must be CLEARED for ANY AGREEMENT to drop my Appeal

Microsoft Outlook <postmaster@outlook.com>

Tue 5/5/2020 1:08 PM

To:Deborah.Rubenstein@tncourts.gov <Deborah.Rubenstein@tncourts.gov>;john.coke@tncourts.gov <john.coke@tncourts.gov>

 1 attachments (29 KB)

Affidavit | FINAL OFFER TO CANCEL APPEAL: PRIOR to Writing my BRIEF, I'm willing to forfeit my \$250k, but my name must be CLEARED for ANY AGREEMENT to drop my Appeal;

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

Deborah.Rubenstein@tncourts.gov (Deborah.Rubenstein@tncourts.gov)

john.coke@tncourts.gov (john.coke@tncourts.gov)

Subject: Affidavit | FINAL OFFER TO CANCEL APPEAL: PRIOR to Writing my BRIEF, I'm willing to forfeit my \$250k, but my name must be CLEARED for ANY AGREEMENT to drop my Appeal

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

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

2019 OCT 21 PM 3:58

FILED FOR ENTRY _____

No. 48419B

AFFIDAVIT OF VIRGINIA LEE STORY

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

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

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

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

FURTHER AFFIANT SAITH NOT.

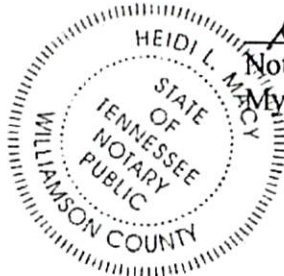
[Handwritten Signature]

VIRGINIA LEE STORY

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

Heidi L. Macy

Notary Public
My Commission Expires: 6-19-22



MY LOVE!!!

Fawn,

2019 OCT 21 PM 3:58

FILED FOR ENTRY

I treasure it more (But must be than anything)

MY REGRET!

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

MY PRAYER!

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

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

ELECTRONICS TOYS & GIFTS

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

EXHIBIT 1

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

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

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

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

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

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

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

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

as we promised each other,

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

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

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

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

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

It was all worth MORE THAN MONEY.

or it wouldn't be sitting here

It is my kiss on the
cheek goodbye! Please

kiss and hug my
puppy for me

Non-Contested, Joint Assets or Septs,

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

MY TERMS REPEATED:
TO MAKE ABSOLUTELY SURE
THERE WERE NO MISUNDERSTANDINGS,
QUESTIONS, OR CONFUSION. WHICH COULD FORCE
US BOTH THROUGH MORE TOTALLY UNNECESSARY PAIN!
WITHOUT BENEFIT TO ANYONE, EXCEPT FOR TO A SADIST!

MORE
TOTALLY UNNECESSARY
PEACEFUL REASSURANCE,
TO REMOVE ANY POSSIBLE
LINGERING THOUGHT, EVEN IF
FROM HER OWN FAKE STORY!

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

Goodbye FAWN!
Love,


FAWN ██████████ FENTON vs JEFFREY RYAN FENTON
08/29/2019

DESPITE MS. STORY'S PROMISE IN COURT ON 8/29/2019, TO HOLD COURT OVER THE PHONE - THEY REFUSED WITHOUT NOTICE!

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

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

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

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

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

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



2019-10-09 EMAIL FROM AUCTIONEER CONFIRMING MS. FENTON RECEIVED THE GIFTS, RATHER THAN SOMEONE ELSE TAKING, AUCTIONEER PROMISED ME A HUD-1 "SETTLEMENT STATEMENT" WHICH I NEVER GOT

[REDACTED]

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

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

On Wed, Oct 9, 2019, 5:38 PM Jeff Fenton [REDACTED] wrote:

Hello Tommy,

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

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

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

Thank you, sir.

Jeff Fenton
1986 Sunnyside Drive
Brentwood, TN 37027

Tenn. R. Sup. Ct. 1.0

Rule 1.0 - TERMINOLOGY

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

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

Tenn. R. Sup. Ct. 3.3

Rule 3.3 - Candor Toward the Tribunal

(a) A lawyer shall not knowingly:

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

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

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

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

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

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

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

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

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

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



APPENDIX - 19

REQUEST FOR MODIFICATION

Applicant requests accommodation under Tennessee Judicial Branch Policy 2.07

Applicant Information

Applicant is: ___ Witness ___ Juror ___ Attorney X Party ___ Other (Specify Nature of Interest): ___

Name: JEFFREY RYAN FENTON

Court: COURT OF APPEALS OF TENNESSEE

Telephone: (615) 837-1300

MIDDLE DIVISION (AT NASHVILLE)

Address: 17195 Silver Parkway, #150

Judge: _____

Fenton, MI 48430-3426

Case No.: M2019-02059-COA-R3-CV

1. Type of proceeding. ___ Criminal X Civil
2. Proceedings to be covered (e.g., bail hearing, preliminary hearing, particular witnesses at trial, sentencing hearing, motion hearing, trial): Appeal of Forced Sale of Home, Divorce Judgment, Stalking Charge, and Order of Protection


3. Dates modification needed (specify): Currently – Throughout Appeal

4. Disability necessitating modification (specify): Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5), Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2), Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F41.1), Circadian Rhythm Sleep Disorder (CRSD) Non-24-Hour Sleep-Wake Disorder (Non-24) DSM-5 307.45 (G47.24), Poverty, Forced Geographic Distance from Court

5. Type of modification requested (specify): Procedural and Technical Flexibility, Additional TIME for Deadlines to Self-Represent by Necessity, Communication Modifications due to COVID-19 and Excessive Mailing Times to Michigan, Judgment Based Upon the LAWS – not just the Technical Codes which I am Knowledgeable about, or able to Research and Cite (ignorance about the law is no excuse for breaking it, hence it shouldn't be for being protected by the law either). Please Judge based upon the SPIRIT of the Law, not just the Technical Manipulation of Words used to Express, Define, and Communicate it. Thank you!

6. Special requests or anticipated problems (specify): Additional TIME and Patience please. By disorder I'm a Perfectionist who has a nearly impossible time Focusing and Remaining On Task, especially when of Significant Consequence. Yet I can't afford to hire anyone to help Represent me. I also request that all Court Communications please be sent to me Electronically, via Email or Fax (I setup a dedicated fax number for the court), because it often takes a WEEK to receive Mail here in Michigan, plus in-house handling times. My Email is jeff.fenton@live.com, and my dedicated fax number for the court is (810) 255-4438.

7. Significant problem and request for Court Oversight, Accountability, Advocacy, and Assistance: I strongly believe that the narrative driving the basis for ALL the actions levied against me so far by the opposing counsel (Ms. Story) has been largely FALSE, Intentionally Deceptive, Bombarding me from every angle simultaneously, specifically to Exploit my Known Disabilities, to Strategically Devastate me, using HARRASSMENT BY LEGAL PROCESS (malicious litigation). Combined with Ms. Story's Reputation, Resources, and Relationships, I don't believe that I ever had a chance at a Fair Trial. Ms. Story BOUND me

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

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

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

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

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

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

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

Date: 7/8/2020


(Signature of Applicant)

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

G OFFER OF REASONABLE ALTERNATE MODIFICATION _____

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

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

(Specify) _____

DATE: _____

Local Judicial Program ADA Coordinator

APPEALS

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

DATE: _____

(Signature of Person Requesting Review)

PRESIDING JUDGE REVIEW

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

DATE: _____

PRESIDING JUDGE

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

DATE: _____

(Signature of Person Requesting Review)

ADMINISTRATIVE OFFICE OF THE COURTS REVIEW

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

DATE: _____

AOC DIRECTOR

Radnor Psychiatric Group, PLC

5123 VIRGINIA WAY
SUITE C-11
BRENTWOOD, TENNESSEE 37027

Telephone: (615) 373-5205

Fax: (615) 373-5165

July 19, 2019

To Whom It May Concern:

RE: Jeffrey Fenton, DOB: [REDACTED]

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

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

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

Sincerely,



Richard E. Rochester, M.D.

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

August 28, 2019

To Whom it May Concern:

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

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

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

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

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

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

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

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

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

Respectfully,


Terry M. Huff, LCSW

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

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

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

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

Radnor Psychiatric Group, PLC

5123 VIRGINIA WAY
SUITE C-11
BRENTWOOD, TENNESSEE 37027

Telephone: (615) 373-5205

Fax: (615) 373-5165

November 1, 2018

RE: Jeffrey Fenton, DOB: [REDACTED]

To Whom It May Concern:

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

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

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

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

Sincerely,



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



Obsessive-Compulsive Personality Disorder (OCPD)

By [Mark Zimmerman](#), MD, Rhode Island Hospital

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

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

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

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

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

Familial traits of compulsivity, restricted range of emotion, and perfectionism are thought to contribute to this disorder.

Comorbidities may be present. Patients often also have a [depressive disorder](#) (major depressive disorder or persistent depressive disorder) or an [alcohol use disorder](#).

Symptoms and Signs of OCPD

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

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

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

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

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

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

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

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

Diagnosis of OCPD

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

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

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

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

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

Also, symptoms must have begun by early adulthood.

Differential diagnosis

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

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

Treatment of OCPD

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

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

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

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

SSRIs may be useful.

June 30, 2020

Re: IGA deficiency

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

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

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

Thank you,



Marsha A. Fenton

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

Letter Details



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

January 13, 2022

To Whom It May Concern:

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

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

From the office of:
Mariel Rosati Benjamin, MD

CC
Marsha A. Fenton

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

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ASTHMA, ALLERGY AND IMMUNOLOGY CENTER

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

Patient Name: Marsha Fenton

DOB: [REDACTED] [74 years]

Visit Date: 7/2/2020

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

Dear Dr. Peddireddy:

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

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

IMPRESSION: Ms. Marsha Fenton has:

1. IgA deficiency, and
2. Chronic rhinosinusitis.

RECOMMENDATIONS:

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

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

Respectfully,

Suresh Anne', M.D.

Signed Electronically By Suresh Anne, MD

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

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

5155 Noriko Drive Flint, MI 48507	801 Joe Mann Blvd Suite L Midland, MI 48642	818 W King St. Suite 101 Owosso, MI 48867	1254 N. Main Street Lapeer, MI 48446	4792 Rochester Rd Troy, MI 48064	18161 W. Thirteen Mile Rd. Suite C Southfield, MI 48076	46325 W. 12 Mile Rd. Suite 215 Novi, MI 48377
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Lab Results Report

Asthma, Allergy and Immunology Center

Patient: FENTON, MARSHA DOB: [REDACTED] Gender: F

Order Number: 0011494	Provider: ANNE, SURESH	
Account #: 45961	Source (Lab): Quest	
Collection Time: 05/10/2018 10:43	Result Time: 05/11/2018 19:07	
Received Time: 05/10/2018 10:44	Accession #: WX534222V	
Specimen:	Volume (ml):	Fasting: NO
Comments:	Additional Information:	

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

 Performing Laboratory Information:

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

Abnormal Flags:

L Below low normal

Jeff Fenton

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

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

Hello Justices,

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

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

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

I could create a storyboard, website or blog, write a book or a miniseries, but there is no way I can fit this much evidence that EVERY ACTION TAKEN AGAINST ME HAS BEEN FRAUDULENT, IN BAD FAITH in a legal document like a BRIEF, without at least a few more months to work EVERYDAY on it, or if you were to provide me with competent Counsel. I thought that I could do it, and I believe that you will find that I have done a LOT of work, but the entire Narrative of Ms. Story is FALSE. As you will also find if ANYONE ever reads my “ONE AND DONE” filed on 8/29/2019: TRv1-3, Pages 119-380.

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

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

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

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

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

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

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

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

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

If you can't either provide the simple cure requested above, or provide me with legal counsel to draft my brief, along with the time for them to do so, knowing there is a LOT of Discovery in this case, which without seeing it is really overwhelming and surpasses most peoples ability to BELIEVE. That is why the AUDIO TRANSCRIPTS, along with the documented PROOF I'm sending you here and in several subsequent emails (due to file size), asking that you please supplement my record with each. While PLEASE recording the 8/29/2019 TRANSCRIPTS OF EVIDENCE as TRANSCRIPTS OF EVIDENCE instead of leaving it buried in my Technical Record as Williamson County filed it. I spent \$500 and I couldn't tell you all the work I went through to try to do that correctly 15 different ways, but

Williamson County REFUSED to file that as a Transcript of Evidence. Now that I'm supplying you with the AUDIO RECORDING (which Judge Binkley gave me permission to record) as well as the written transcripts, with time markers written throughout the transcripts at the top left of each paragraph, it is SO EASY TO VERIFY, it is much more reliable than a single media format! While the AUDIO format is essential to know the TONE, FORCE, and ways which we all communicated, to be able to separate out what was clearly abusive.

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

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

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

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

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

Since I'm NOT seeking money, since you will SEE and HEAR I have been terribly violated by Ms. Story under the pretense of law, I don't see why their would be any need for her to have an opportunity to write a brief, or to drag this out further. She is the one who deserves to be charged with crimes. She is the one who would owe me hundreds of thousands of dollars, but I know that I'll never get it, so I'll just be better off to let go of any money!

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

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

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

Please let me know any questions or concerns you have.

Thank you for considering my request.

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

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

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

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

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

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

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

Thank you for your consideration.
 Jeff Fenton

FILED: 8/29/2019 @ 9:17 AM

HUSBAND'S RESPONSE AND COUNTERMOTION TO WIFE'S MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION AND FOR DATE CERTAIN FOR WALK THROUGH OF HOUSE AND MOTION FOR SCHEDULING ORDER	63-PAGES (Primary)	TR. v1-v3	Court started at 9am... texted Mitchell to inform Chancellor I was running late.	Supplement EXHIBIT-B.
	TR. v1 (page 119)	(p119 - 380)	Stayed up several nights in a row preparing, didn't have time to BIND 3-Copies of Exhibit-B.	Add Husband's Response and Counter Complaint for Divorce. Remove type-o (check spelling) where on Request #1, I asked for OP and to pay court costs. (Obviously mistakes.)
	through TR.v2 (page 181)	v1: 124-155	Had to run out the door to Chancery Clerk & Master to file stamp.	Explain gap in Exhibit Lettering Syntax, and that I didn't understand how to properly reference the EXHIBITS within the main document, but they all apply and please take them into consideration, even if not correctly cited and referenced.
	v1: 124 through v2: 32	v2: 2-151 v3: 2-80	FILED 17 minutes AFTER court started, then rushed to find "The Old Franklin Court House". In court I handed Virginia Story copies of everything, and I provided Mitchell with copies of my signed and stamped request to release them as my counsel as I had promised.	DOC-60/PDF-61 REMOVE: "The Order of Protection be made permanent and that Husband be required to pay her attorney's fees for having to bring this Motion." (Obviously mistakes.) Other Typo's possible – I was in a rush, trying to use another form as a template and piece it together to the best of my ability, in a frantic rush, already running late for court.
				Had to sign and GO, without proofreading or looking back.

Jeff Fenton

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

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 4 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

15 account of what transpired in the trial court with respect to those issues that are the bases of (my)
16 appeal.”

17 I will specify my REQUESTS with a very concise WHY near the top of this document, before
18 providing you with a more comprehensive and complete explanation, with what I believe justifies
19 each request below. It is counter-intuitive for me to present my requests prior to the lengthy
20 justification, however; to simplify, clarify, and expedite this process for the Court, I believe that
21 in my circumstances that this format will best serve us both.

22 I’m trying to get some documentation to the Court to correct and complete my record, so that I
23 can have a chance to Cite what REALLY transpired during my case in Williamson County
24 Chancery Court.

25 **REQUEST:** Please SUPPLEMENT the attached “EXHIBIT-B” to my 8/29/2019 filing, currently
26 titled “HUSBAND’S RESPONSE AND COUNTERMOTION TO WIFE’S MOTION FOR
27 VIOLATION OF THE EX PARTE ORDER OF PROTECTION AND FOR DATE CERTAIN
28 FOR WALK THROUGH OF HOUSE AND MOTION FOR SCHEDULING ORDER”

29 **ATTACHMENT:** “2019-08-29 EXHIBIT-B to HUSBAND'S RESPONSE and COUNTER
30 MOTION (SUPPLEMENT PLEASE).pdf”

31 **WHY:** Because I had it written and it is referenced in that ONE and ONLY filing which I presented
32 to the Court. It contains CRUCIAL evidence to support my defense. But since this was my first
33 time representing myself in Court, as I tried to compensate for first the negligence, followed by
34 the omissions of my Counsel, I attempted to correct ALL the False/Fraudulent/Perjurious
35 narratives, testimonies, and allegations brought against me to date, through all three actions (which
36 I believed were OPEN for addressing, due to the broad language of Ms. Story’s complaint).
37 Consequentially, I was seriously overwhelmed, and worked on this tirelessly for days, right-up
38 until I was already running LATE for my Court Hearing on the morning of 8/29/2019, forced to
39 abandon that which I could not complete, or complete correctly.

40 You can verify this by viewing the TIMESTAMPS of my filings (TR. v1-v3, p119-380), that I
41 was already 20-minutes late for Court. I had this “EXHIBIT-B” completely printed at my home
42 before rushing to Court, but during my panic to hurry while printing/sorting/stacking/binding over
43 a thousand pages (a copy for the Court, a copy for Ms. Story, and a copy for me, with piles of
44 misprints), I assembled and GBC Bound this Exhibit last. Somehow the collated pages from my
45 three copies got mixed-up, and despite my desperate attempts, I simply couldn’t get them sorted-
46 out and bound in time. I finally had no choice but to leave this Exhibit at my home, despite its
47 value, so that I could rush to Court, file the documents at the Clerk & Masters, then run to the “Old
48 Courthouse” in Franklin for my Hearing (which I was thankfully in time for).

49 **REQUEST:** Please CORRECT a typographical error in my 8/29/2019 filing, currently titled
50 “HUSBAND’S RESPONSE AND COUNTERMOTION TO WIFE’S MOTION FOR
51 VIOLATION OF THE EX PARTE ORDER OF PROTECTION AND FOR DATE CERTAIN
52 FOR WALK THROUGH OF HOUSE AND MOTION FOR SCHEDULING ORDER” (TR. v1-
53 v2, p119-181).

54 The typographical ERROR is located at the top of TR. v2, p178 (document p60), on line item #1,
55 which currently states: “1. The court order a full and final divorce to Husband and Wife, on the
56 grounds of Irreconcilable Differences. The Order of Protection be made permanent and that
57 Husband be required to pay her attorney's fees for having to bring this Motion.”

58 This sentence was meant to only say: “1. The court order a full and final divorce to Husband and
59 Wife, on the grounds of Irreconcilable Differences.”

60 **Please REMOVE/STRIKE the second sentence in that same line, which accidentally reads:**
61 *“The Order of Protection be made permanent and that Husband be required to pay her attorney's*
62 *fees for having to bring this Motion.”*

63 **ATTACHED:** “PAGE 178 (TR v2) REQUEST to CORRECT Typographical Error (STRIKE
64 ERROR PLEASE).pdf”

65 **WHY:** I had used Ms. Story’s document as a **TEMPLATE**, having no idea how to draft a response,
66 and I left parts intact until I reached them, so to maintain some structure from which I could
67 determine what I should write and where. Obviously in my rush, I forgot to remove this sentence
68 from Ms. Story’s pleading. Obviously I didn’t **INTEND** to ask the Court to Order an OP against
69 me, nor did I **INTEND** to ask the Court to Order that I pay all of Ms. Fenton’s legal fees, since I
70 am unemployed, broke, and I couldn’t even afford legal counsel for myself!

71 In my rush to Court on the morning of 8/29/2018, this document was a bit of a mess, having drafted
72 it **AFTER** I had composed all of my Exhibits. As such, I didn’t have **TIME** to proof-read this
73 document before rushing off to court. The **FIRST** time that I printed the document, feeling the
74 immense pressure of running late for Court, but **KNOWING** that I couldn’t leave without
75 **EXECUTING** this document, otherwise my past 72-HOURS worth of work were for **NOTHING**
76 (which regretfully has happened to me before), I accidentally printed **THREE** copies of this
77 document with Ms. Story’s name and signature as the author, before I could catch it and replace
78 her name and signature with my own. That was my last “edit” before running out the door.

79 There **COULD** be other similar oversights within this document, which I hope that the Court will
80 be graceful towards, having done my very best with the time, knowledge, and resources at my
81 disposal. The formatting is horrible, attempting to indent for sub-topics, but then getting lost,
82 rendering half the page useless, while I repeat myself in a number of places. I also wasn’t sure of
83 the number of Exhibits, so I started numbering with “**EXHIBIT-A**” for the most important exhibits,
84 but at some point, I started backwards with “**EXHIBIT-Z**” for what I believed to be the least
85 important of my exhibits, hoping to meet somewhere near the middle. As stated, I simply didn’t
86 have **TIME** after the fact, to go back and reorder the Exhibits sequentially starting with “**A**”, as
87 one would typically expect.

88 **REQUEST:** I ask that the Court **PLEASE** read, include, consider the full content of each of my
89 **EXHIBITS**, using each Justice’s own powers of deduction and reason to “connect-the-dots”
90 between the **EVIDENTIARY VALUE** of my **EXHIBITS**, to my **CLAIMS** made in any filed
91 answer, motion, counter-complaint, or otherwise.

92 I HOPE that the Court will please excuse my lack of legal experience, procedural practices and
93 failures to CITE the Exhibits correctly, along with my horrible page formatting of that parent
94 document, so that my full testimony may be heard and considered.

95 **WHY:** I didn't/don't understand HOW exhibits work, or are supposed to be referenced
96 throughout, from the Parent document. I THOUGHT that as long as EXHIBITS were filed along
97 with the Court response, as an EXHIBIT to that response, that each exhibit would be read in its
98 entirety, being self-explanatory, and given consideration for the evidence which each contains. I
99 didn't learn that I need to more specifically spell out references, links, and connections, from the
100 parent document, until I had TIME to perform legal research, months later. I'm still not sure that
101 I fully understand HOW I should reference Exhibits correctly, but I certainly have a much better
102 idea now than when I drafted the documents currently in my Record.

103 **REQUEST:** Please CORRECT the TITLE/STYLE/INDEX/NAME/INTENT/PURPOSE of my
104 8/29/2019 filing, currently titled "HUSBAND'S RESPONSE AND COUNTERMOTION TO
105 WIFE'S MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION AND
106 FOR DATE CERTAIN FOR WALK THROUGH OF HOUSE AND MOTION FOR
107 SCHEDULING ORDER" (TR. v1-v2, p119-181).

108 **TO:**

109 "HUSBAND'S RESPONSE AND COUNTERMOTION TO WIFE'S MOTION FOR
110 VIOLATION OF THE EX PARTE ORDER OF PROTECTION,
111 AND IN OBJECTION TO ORDER GRANTING MOTION TO SELL THE
112 MARITAL RESIDENCE, AND HUSBAND'S ANSWER AND COUNTER-
113 COMPLAINT TO WIFE'S COMPLAINT FOR DIVORCE,
114 HEREAFTER REFERRED TO AS HUSBAND'S "ONE AND DONE"

115

116 **ATTACHMENTS:**

- 117 • “PAGE 119 (TR v1) HUSBAND's RESPONSE & COUNTERMOTION - PAGE-1
118 (ORIGINAL - AS FILED and RECORDED).pdf”
- 119 • “PAGE 119 (REQUESTED) HUSBAND's RESPONSE & COUNTERMOTION - PAGE-
120 1 (CORRECT TITLE PLEASE to MATCH CONTENT).pdf”
- 121 • “PAGES 174-181 (TR v2) HUSBAND'S RESPONSE & COUNTERMOTION (PROOF
122 contents include DIVORCE ANSWER AND COUNTER).pdf”
- 123 • “2019-08-05 Duke & Story Agreed to Extension for Husbands Answer and Counter-
124 Complaint.pdf”

125 **IF:** The Title can not be changed, then please denote that this document ALSO CONTAINS my
126 Answer to Ms. Fenton’s Complaint for Divorce, as well as my Counter-Complaint for Divorce.
127 Although this is certainly unconventional, being my first opportunity to SPEAK for MYSELF,
128 while having suffered catastrophic damages with no TIME to think let alone respond, this was my
129 absolutely best effort at a “**ONE AND DONE!**” To address, correct, counter ALL claims made
130 against me to date, while attempting to mitigate the continuing and inevitable future damages to
131 both parties (without a final decree of divorce), before being abruptly forced out of my home and
132 consequentially out of the State of Tennessee, with nowhere local to stay or the financial provision
133 to survive on my own.

134 **WHY:** I was TRYING to match the language used by Ms. Story, but really my response ALSO
135 included my DIVORCE ANSWER and COUNTER-COMPLAINT for DIVORCE. Hoping to
136 mitigate the losses to both the Appellee and myself the Appellant, because I KNEW that Ms.
137 Fenton would not stop short of a JUDICIAL DIVORCE DECREE, while I reduced what Ms.
138 Fenton had previously promised me to less than HALF.

139 Although I still completely believed that the topic of our DIVORCE had yet to even BEGIN in the
140 Court, since all that Ms. Story had showed any interest in so far was BINDING ME, EVICTING
141 ME, and SELLING MY HOME.

142 **Likewise, I had been instructed by my Counsel, Charles M. (Marty) Duke, that he and Ms.**
143 **Story had agreed to an extension for filing my “Answer & Counter-Complaint”, despite how**
144 **far technically overdue. Mr. Duke further informed me in the attached email (which I ask that**
145 **you also please supplement to my record, so that I can cite it in my brief), “2019-08-05 Duke &**
146 **Story Agreed to Extension for Husbands Answer and Counter-Complaint.pdf” that I should**
147 **NOT file ANYTHING PRO-SE prior to Shaffer & Duke being relieved as counsel in my case.**

148 The hearing for Shaffer & Duke to be relieved as my Counsel, was scheduled for the morning of
149 8/29/2019, the very same day as I filed my exhaustive “ONE AND DONE” and had my Trial with
150 Ms. Story and Chancellor Michael W. Binkley, where she and the Court threw the book at me.

151 Despite any accusations or filings to the contrary, to protect people’s pride or interests, my initial
152 Counsel, Ms. Brittany Gates completely, negligently, failed to perform. Day after day, and
153 sometimes hour after hour, she promised to produce a draft of my “Husband’s Answer and
154 Counter-Complaint for Divorce”, yet I have still to this day, never seen a single draft of that
155 document. Nor did I ever receive any portion of my Client File which she also promised to provide
156 me. So that’s \$4,500 of my mother’s money, which I’d sure like to get back, but she has
157 unfortunately refused.

158 On Thursday July 25th at 7:42 PM I finally gave-up and terminated my service with Ms. Gates, as
159 evidenced by the attached email, and hired Schaffer & Duke in an emergency attempt at saving
160 everything treasured in my life, which was scheduled for Trial on Thursday August 1st, at 9 AM.
161 Schaffer & Duke had Friday July 26th (which was devoted to hiring them, signing contracts,
162 borrowing another \$5k from my mom to pay their retainer, on-boarding formalities). Which then
163 left Shaffer & Duke only Monday July 29th, Tuesday July 30th, and Wednesday July 31st, as I
164 unintentionally overwhelmed them with literally HUNDREDS of pages of “EVIDENCE”, as they
165 worked to get parts of my Client File from Brittany Gates, to write verbal responses due that day,
166 on Monday per local Court Rules for Williamson County, with only TWO DAYS left (while also
167 maintaining their pre-existing case loads) to prepare to FIGHT FOR MY LIFE at the Trial with
168 Chancellor Binkley, scheduled on Thursday August 1st, at 9 AM.

169 Schaffer & Duke requested more TIME from both Ms. Story and from Chancellor Binkley, to
170 study the case and prepare, as they had only been on my case for a few days (due to Brittany Gates
171 negligence), but both Ms. Story and Chancellor Binkley refused to provide them with any time to
172 study my case and prepare to SAVE MY LIFE.

173 Instead, EVERYTHING was LOST in that one hearing, while later that day, after the hearing, I
174 learned that Schaffer & Duke had not only exhausted my \$5k retainer already, but that I owed their
175 firms another thousand dollars. The firm owner Rachel Schaffer contacted me that evening
176 notifying me that she needed another \$6k immediately, for them to continue representing me. At
177 which point, I told them that I could no longer afford to retain them.

178 Since Ms. Fenton had filed for Bankruptcy, so I wasn't going to obtain much if any support from
179 her (although previously promised \$21k per year for 6-years), and the Court had just ordered the
180 forced sale of my treasured HOME, by Auction with no minimums. Meanwhile, by some slight-
181 of-hand by Ms. Story, all my personal property was being treated as marital property, to be
182 AUCTIONED along with our home – while Ms. Fenton's personal property was all off-site, in her
183 Apartment in addition to one or two storage units which she had filled-up, so there was nothing
184 left to fight for. I simply could not justify borrowing thousands of dollars more from my mother,
185 when unlike Ms. Fenton's family, my mother is NOT wealthy, but rather was a single nurse, who
186 worked 12-hour shifts, while raising FIVE children. Currently my mother lives in a 780 SqFt
187 home, left to her by my grandparents, on a very modest budget!

188 I had just wasted \$10k of my mother's money, and we had not even BEGUN to talk about the
189 DIVORCE yet! As I understand it, that is by definition, LITIGIOUS ABUSE – intentionally
190 depleting someone's financial resources, defending themselves against FALSE CLAIMS in
191 DECEPTIVE, ABUSIVE, and UNNECESSARY legal actions, prior to the primary action even
192 being addressed!

193 I released Shaffer & Duke, not because of differences of opinion as they stated in court to save
194 face, but because I had no more MONEY to PAY them, and I had PROMISED them as a matter

195 of HONOR when they took my case, that I would NEVER ALLOW the Court to FORCE them to
196 continue representing me FOR FREE!

197 Since I had no job, income, assets, Mitchell explained to me that I was “uncollectable”, so the
198 owner Rachel Schaffer requested that MY MOTHER sign with their firm as a “guarantor” to an
199 undefined, open-ended amount of debt to them, to cover any legal fees which I accrued. I was not
200 willing to do that, nor was my mother.

201 Mitchell explained to me how at times a Judge will order an attorney to continue representing a
202 party, even when the party can no longer afford to pay, and that his boss Rachel Schaffer was
203 merely trying to protect their firm from being required to essentially “work for free”. That made
204 plenty of sense to me, so I gave Mitchell my WORD that I would never allow that to happen to
205 their firm, even if to prevent it, I needed to “FIRE” them. I would not allow them to be FORCED
206 to WORK FOR FREE to represent me!

207 So, despite whatever their motion said, I had asked them to do whatever was needed to get released
208 from my case, and I would SIGN it. No matter the wording, it was a matter of HONOR for me,
209 never a DISAGREEMENT in how to proceed. We did see different values in “correcting” Ms.
210 Story’s “false narrative”, which I felt was critical since it was the foundation upon which all three
211 malicious actions were based. Still, that would have never caused us to part paths. I was never of
212 any false belief that I would fare better without them. I just could not afford to pay them anymore
213 (nor even rationalize it), and I did not want them to be required to work for free! The Court
214 chastised me as though I was an egomaniac favoring self-representation, as if I believed that I
215 could do a better job by myself, but that was not the case. I was just keeping my word, despite the
216 consequences. Some people still do that.

217 Representing myself Pro-Se at that point, with almost everything lost anyways, I attempted what
218 I referred to as my “ONE AND DONE”. An in depth, comprehensive response, to nearly every
219 LIE brought against me, during all three related actions, using graphic photographs, unmistakable
220 text messages and emails between myself and Ms. Fenton, literally 250 pages of Exhibits, bound

221 into booklets by subject, type, and purpose, plus a 63 PAGE ANSWER/CONTER (TR.v1-2 ,
222 p119-181) which I hoped would PUT EVERYTHING TO BED once and for all!

223 Exposing the vast majority of lies waged against me! Showing without doubt that Ms. Fenton is
224 not a victim! Showing her in living color with her Assault Weapons, performing military grade
225 training in the Nevada Desert, along with her array of handguns, her 5,000 rounds of ammunition
226 which I inventoried and she counted and signed for when she moved out. Displaying her NRA and
227 TN State Licenses as a CERTIFIED HANDGUN INSTRUCTOR!

228 We are both Life Members of the NRA, but I casually shoot once every two or three years at a
229 local range, while she typically spends 4-days in the Nevada Desert, at a World Renowned training
230 facility known as “Front Sight Firearms Institute”, where her and her brother Mark (MBA & Ex-
231 Marine) both have LIFE MEMBERSHIPS (costing around \$20k each I believe), where they
232 typically go through a thousand rounds of ammunition EACH during a 3 to 4 day training class.
233 Ms. Fenton was also certified by and employed at “Front Sight Firearms Institute”, as one of their
234 LINE COACHES, in their Defensive Handgun class.

235 I can’t remember a time, when I’ve ever gone to a gun range with Ms. Fenton, where the RANGE
236 MASTER hasn’t told me before leaving, “**You better be NICE to her!**” Because Ms. Fenton can
237 outshoot me 10 to 1! For me, it is occasional FUN (and expensive), for her, its a SERIOUS
238 DISCIPLINE! (I could greatly expound upon this, with documentation galore, but trust me, Ms.
239 Fenton’s greatest danger is to herself.)

240 I couldn’t believe that ANYONE could SEE THE PICTURES included in the EXHIBIT-K filed
241 on 8/29/2019 (TR.v2-3, p297-336), not to mention Ms. Fenton’s Training RESUME, her Firearms
242 Licenses and Certifications, the Photo of Ms. Fenton shaking hands with Mayor Karl Dean, while
243 standing beside the Metro Police Chief, and still believe that she was in ANY DANGER of ANY
244 KIND!

245 I was SURE that was one of those “GOTCHA” moments, where any man, woman, or child would
246 say, WOW! That lady looks scary! NOBODYS going to mess with her! But to my great

247 disappointment, my shock, and my dismay, it didn't even raise an eyebrow! That was when I
248 KNEW that I was in trouble!

249 BEFORE that realization of mine, I felt SURE that the COURT would be FURIOUS with Ms.
250 Story and with Ms. Fenton, for intentionally "PLAYING THE COURT", manipulating the legal
251 system, to intentionally harm the clearly disadvantaged party. I honestly believed that the Court
252 was going to lash-out in my defense, after all the harm which I experienced under their command,
253 based primarily upon the FALSE NARRATIVE, lies, manipulation, deception put forth by Ms.
254 Story and Ms. Fenton.

255 It astonishes me that I must continue fighting day after day, trying to simply redeem a fraction of
256 what was ALREADY MINE! While with the evidence which I submitted in my "ONE AND
257 DONE" it seems like the truth would be self-explanatory, and my name would be redeemed. Yet
258 that is not the case.

259 During two short hearings, my life was deprived of everything of substance that I had, while also
260 branding me with criminal designations such as ordering that I have been proven to be a
261 "STALKER", of having "ABUSED" my beloved wife, while permanently tarnishing my criminal
262 record with an ORDER OF PROTECTION, all by "DEFAULT JUDGMENTS", without even
263 considering the 250-PAGES of EVIDENTIARY PROOF which I had served to the Court on a
264 silver platter!

265 I don't know any just way to understand or explain that. Even if the Court somehow was
266 completely tricked by the false and fraudulent narrative of Attorney Virginia Lee Story, I was still
267 entitled to be HEARD, and the Court had every bit of information in their hands to hear me,
268 whether I was still residing in Tennessee or forced to relocate to Michigan (merely to survive).

269 Beyond that, I cried out to the Court for help, notifying them about the perceived intentional abuse
270 I was experiencing by Ms. Story and Ms. Fenton (see below), plus I reached-out throughout the
271 Tennessee Court System, emailing the Clerk & Master and Chancellor Binkley through his
272 secretary and Ms. Beeler, as well as repeatedly pointing out the abusive inaccuracies to Ms. Story,

273 correcting her false accusations with the truth, trying to ensure there were no “oversights”, that
274 every harmful action was for cause or malice, not due to mistakes. Citing both the law and her
275 oath of office, attempting to persuade her to at least allow me to LIVE through this and have the
276 opportunity to start over from scratch, without a dollar to my name or a job or trade which can
277 sustain me, at 51 years of age! She had told my Counsel Attorney Marty Duke that she was going
278 to bring an MDA for me to the 8/29/2019 hearing, but she never gave me that opportunity either.

279 My understanding of TN law is that when these claims about legal abuse are made, the court is
280 required to STOP and INVESTIGATE the voracity of the claims, but nothing slowed-down my
281 execution. From what I experienced, there was no way within my means to convince the Court the
282 TRUTH about anything, no matter how much “evidence” I have. Again, I’m experiencing the
283 same thing, I’m not allowed to submit any real substantial, verifiable, even certified evidence.
284 How can I stand up to the legal titans who have slain me, without even considering the evidence
285 of what really happened? How does that ever give me a chance, if they never allowed me to
286 participate so that I could defend myself against both the opening assumptions which Ms. Story
287 leads with (assassinating my character) plus the closing justification of the home being a mess, in
288 disarray, while I had over 30-days’ notice... her assertions are not true. I have proof. Why can’t I
289 submit any of EVIDENCE about what truthfully happened?

290 Ms. Story starts off with claiming that I am a monster and I refused to cooperate to sell our home,
291 if I can’t SHOW the Court what really happened, then how am I to meet the “burden of proof”,
292 while the default assumption of the Appellate Court is that the Trial Court ruled correctly? Our
293 divorce took over a year, it involved the most time working with Sandy Arons, MBA toward a
294 “Collaborative Divorce”, followed by two different legal actions (plus the two extra which Ms.
295 Story filed simply to harass, abuse, and overwhelm me, draining my financial resources to defend
296 myself in our actual “divorce”) while assassinating my character before I ever entered a court
297 room. No Court has heard 95% of that journey! Why am I not allowed any “case management” or
298 to have anyone look at this holistically and try to figure out what is honestly fair, in the spirit of
299 the law, rather than who can form the greatest legal argument and cite the best case law? In which
300 case I never had a chance.

301 I understand the value of reaching the TRUTH, which is exactly what I want. But how can that
302 happen when they tore my whole life apart in two-months' time, while I had to straddle such
303 massive transitions, requesting TIME simply to complete my move to Michigan (having been
304 rendered otherwise homeless). So, if I stayed in Tennessee, what would have happened to me? If
305 not for my mother (who shouldn't need to intervene at my age, especially with the resources we
306 HAD) would I just be sleeping in the streets starving or at the Rescue Mission downtown, with no
307 shelter, provision, or opportunity at all for transition? Because they strategized to withhold notice
308 from me of Ms. Fenton's financial failure, even when I emailed her and nicely asked? What does
309 it take to just get someone to look at the legal fees alone which Ms. Fenton spent and determine
310 that rendering me immediately homeless maybe isn't quite fair? Or in the best interest of either
311 party, or society at large...

312 I knew that I had no chance against Attorney Virginia Lee Story, but I still honestly believed that
313 the Court would at least hear me, care and give me some consideration before rendering me
314 homeless and destitute, from a comfortable middle class living! I spent 25-years in Tennessee and
315 loved it there, without incident. I never dreamed that I was only two-months (two thirty-minute
316 hearings), comprised of 7.1 minutes of testimony away from being HOMELESS!

317 Again, I reached out repeatedly for help, to notify the Court that I was being litigiously abused,
318 seeking any sort of intervention or Case Management which would help me NOT become
319 homeless and destitute without being forced to relocate to Michigan to live in my mother's
320 basement, but no one ever even acknowledged my pleas:

321 (TRv1-2, p148-152)

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

327 This is simply a litigious form of domestic assault. Also referred to as "malicious prosecution
328 or abuse of the legal process". All filings by Wife under Docket No: 48419B, show some form
329 of this oppressive harassment, stalking, and domestic abuse.

330 Additionally, the "MOTION TO DEEM HUSBAND SERVED", and all the attached ugliness,
331 including our custom "No Trespassing" signs (which Ms. Fenton designed at work using her
332 CAD Architectural Software), at the entry, designed collaboratively by Husband and Wife
333 together. Yet falsely portrayed by Wife, as an irrational act by Husband, further used as
334 justification for the Ex Parte' Order of Protection, filed by Wife against Husband, to further
335 harass, control, stifle, dominate, and injure Husband's first and second amendment
336 constitutional rights, knowing exactly how crucial those freedoms are to both Husband and
337 Wife.

338 Wife's counsel filed this motion on 6/20/2019, the day AFTER Husband's counsel (then),
339 Attorney Brittany Gates, communicated with Ms. Story on 6/19/2019, informing her that Ms.
340 Gates was representing Husband, that Husband had already received service, and that Ms.
341 Gates was Husband's Counsel of Record. None the less, Wife's counsel filed this motion with
342 the court, though totally unnecessary, purely for the opportunity to further smear the Husband's
343 name, with their false and fraudulent narrative, solely for more litigious leverage over
344 Husband. (They weren't going to let all that good ugliness go to waste.)

345 Furthermore, Ms. Story's Paralegal Heidi Macy directly emailed the documents to Husband,
346 though they had already received notice that Ms. Gates was Husband's Counsel of Record.
347 Such created an ex parte' communication, which was wholly abusive and unnecessary
348 (Exhibit-C).

349 TRv2, p172-173

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

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

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

363 ii The real reason why Wife has refused every attempt to sit down at the same table with
364 Husband and work towards a fair solution, has absolutely nothing to do with Husband's words,
365 the intensity of his presence, or any pressure which Husband could emotionally inflict upon
366 Wife.

367 iii The reason is because Husband is the one person in the entire World, which Wife really
368 struggles looking in the eyes and lying to, about her fraudulent, victimized narrative, since
369 Husband was THERE with Wife, and remembers vividly what really happened and what did
370 not. In contrast, most other people take Wife at face value, seeing her obviously distraught,
371 disheveled, and injured impressions, not realizing that the majority of what they are being told,
372 is either a really twisted version of the truth, or an absolute lie. While the signs of abuse which
373 she portrays, some of which are real, but are self-inflicted, and never ceasing, by Wife's
374 relentless desire to discard Husband without a penny of alimony, vocational rehabilitation, a

375 roof over his head, or food for his belly. Wife is absolutely destroying herself, fighting to be
376 what she calls "free" or "independent", unwilling to recognize or accept any financial
377 obligation, responsibility, or reparations for the impact which she has had upon the Husband's
378 life, as it lies all in ruins now, and in two months another family will be living in the home
379 which Husband invested the proceeds of his entire life, both financially, and in labor.

380

381 My ultimate goal in all of this, is to expose the truth. While at least RESTORING my PERSON,
382 my reputation, and my rights as an AMERICAN CITIZEN, so that I can work on rebuilding my
383 life from ground-zero. My secondary HOPE, is that the Court of Appeals, Williamson County, or
384 some division of Tennessee Government might take actions to ensure that a more comprehensive
385 system of "checks and balances" exists, that some government investigation be performed before
386 allowing ANY Court to rule in situations resulting in such monumental damages to an individual,
387 especially when that is ALL they have!

388 As I pray for the full force of perjury charges to become more accessible and widely used in the
389 Tennessee civil Court system. Especially against Attorneys who are granted the "benefit of the
390 doubt" in Court, yet who abuse that intentionally for profit or sport (domination).

391 Furthermore, that the financial penalties for any Attorney caught lying or deceiving the Court,
392 regardless whether Civil or Criminal, be so ABSURDLY HIGH, that no attorney ever dare attempt
393 such atrocities again, while acting under the umbrella of authority and trust granted to Members
394 of the Court. Simultaneously enacting a system of prosecuting such cases automatically at the
395 STATE level, rather than in their County Courts, where they have the "home field" advantage!

396 With everything that I've lost, with as quickly as I lost it, while never even being heard first, I sure
397 wish there was a way that some change could result which would help protect the next person who
398 unfortunately finds themselves in my shoes, broke in a rich man's county, lied about by my ex-
399 wife (which happens to some degree in almost every divorce case, yet according to the orders of

400 the Court in my case, every word Ms. Fenton spoke was taken verbatim), backed by an attorney
401 who is well known and trusted by the Court.

402 I am going to do my best to write a brief, I appreciate you still extending the opportunity, although
403 it will never be stand-up to whatever Ms. Story can write in reply. If there is no consideration for
404 the person, beyond the words and the arguments, then it will all be for nothing, but I must try
405 before starting another two-year journey seeking justice and restoration somewhere else.

406 I ask that you please supplement the record with these few items, along with these few corrections,
407 so that I have an opportunity to have something on record which I can cite to help expose the truth
408 of what really happened.

409 Since there are no “agreed orders” in Williamson County for Pro Se litigants, Ms. Story literally
410 got to write every meaningful word in my record to date. Please allow me something to stand upon
411 in my defense.

DECLARATION

I, JEFFREY RYAN FENTON, declare under penalty of perjury that the foregoing is true
[Insert Appellant/Appellee or counsel]
and correct to the best of my knowledge.

Respectfully submitted on: 10/28/2020


[Signature of Appellant/Appellee or counsel]

JEFFREY RYAN FENTON (pro se)

17195 Silver Parkway, #150

Fenton, MI, 48430

jeff.fenton@live.com

(P) 615.837.1300

(F) 810.255.4438

CERTIFICATE OF SERVICE

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

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

Clerk & Master
P.O. Box 1666
Franklin, TN 37065-1666
Fax: (615) 790-5626
Email: elaine.beeler@tncourts.gov

Court of Appeals
100 Supreme Court Building
401 Seventh Avenue North
Nashville, TN 37219-1407
Fax: (615) 532-8757
Email: appellatecourtclerk@tncourts.gov

Forwarding Date: 10/22/2020



JEFFREY RYAN FENTON (pro se)

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

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

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

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

4. That the court divide any proceeds remaining from the sale of the home 50/50; while ordering both parties to continue assuming responsibility for the debts in their respective names. (Whether that be by bankruptcy or however the parties can.) Husband requests that his half of the split be paid directly to his mother, "Marsha A. Fenton" (810) [REDACTED], to help setup a trust for the future needs of Husband, educationally or otherwise. (Provided there is enough money to justify doing so.)

5. That in addition to the 50/50 split requested above, that the court repay Husband's mother, "Marsha A. Fenton" (810) [REDACTED], \$10,000 directly out of Wife's

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 AUG 29 AM 9:17

FILED FOR ENTRY
Docket No: 48419B

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

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

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

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

Husband suffers from the following handicaps:

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

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

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

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 AUG 29 AM 9:17

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

FILED FOR ENTRY _____
Docket No: 48419B

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

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

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

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**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

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

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

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

Husband suffers from the following handicaps:

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

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

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

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

8. The reality is, that contrary to Wife, Husband can definitively prove each and every word written in this response and counter motion. Husband has put forth an absolutely exhaustive effort to provide the court with some of the information which Husband feels may be pertinent to helping the court discern whether Husband or Wife is presenting the truth to the court. At the same time, this is probably 1/100th of the documentation which Husband possesses in support of his claims. The unfortunate outcome of the path which Wife has committed her life to, and is pursuing with reckless abandon, which caused her bankruptcy, which still makes bankruptcy eventually inevitable for me, as Wife continues to refuse any solution except for one appointed and ordered by the court.

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREFORE, Husband would respectfully request that:

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

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

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

4. That the court divide any proceeds remaining from the sale of the home 50/50; while ordering both parties to continue assuming responsibility for the debts in their respective names. (Whether that be by bankruptcy or however the parties can.) Husband requests that his half of the split be paid directly to his mother, "Marsha A. Fenton" (810) [REDACTED], to help setup a trust for the future needs of Husband, educationally or otherwise. (Provided there is enough money to justify doing so.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

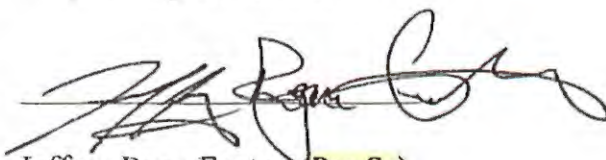
is not to be disturbed by any of the parties in this matter, so that he can focus on packing and realistically have a chance to complete it, on such a short deadline.

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

According to the LAW (on the next page), this filing should have been sufficient. It is bad enough that the trial court refused to give my sworn testimony and evidence, filed on court record on 8/29/2019, in what I call my "ONE AND DONE", any consideration whatsoever, but for me to have clearly pointed all this out in the Court of Appeals, proving the fact that I never failed to plead, yet having my life carelessly destroyed by fraudulent "default" judgments, from roughly 600 miles away, while still not being given the benefit of a single word of my own sworn testimony and evidence which had been on court record for over a year, that's simply **unreasonable**.

I spent over a year of my life trying to be heard, while filing over one thousand pages of sworn testimony and evidence on record between the trial and appellate courts, yet "defaults" stand, claiming that I chose not to participate. **That is not reasonable.**

Respectfully submitted,



Jeffrey Ryan Fenton (Pro Se)

1986 Sunnyside Drive
Brentwood, TN 37027

(615) 837-1300

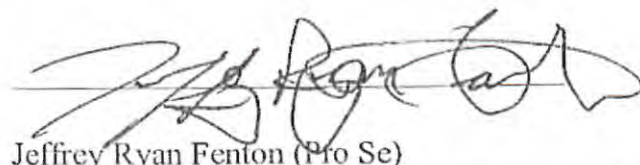
This Motion is expected to be heard on the 29th day of August, 2019 at 9:00 a.m. If no written Response to this Motion is filed and served in a time set by Local Rules of Practice, the Motion may be granted without a hearing.

The appellate court has no legal right to review VOID judgments based upon the alleged merits, because the court was bias, I was never heard and justice never took place.

CERTIFICATE OF SERVICE

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

I was pro se, technicalities can not matter more than the merits of the case. I operated in good-faith and plead in the interests of justice. I reported the misconduct by Story and Binkley while providing supporting evidence. The court had a responsibility to discipline misconduct, to intervene and help the injured party.



Jeffrey Ryan Fenton (Pro Se)

Defendant Binkley was automatically disqualified for bias and criminal misconduct per Tenn. R. Sup. Ct. 2.11 (A)(1), and 28 U.S.C. § 455 (a)(b)(1), but he refused to lawfully recuse himself, hence the entire docket in #48419B is and has always been irrevocably VOID and must be vacated as a matter of law.

Furthermore per 28 U.S. Code § 1334(e)(1), the Chancery Court had no lawful jurisdiction over the marital residence, because it was part of a federal bankruptcy estate, predating any action in the state courts, while also being "core" to the bankruptcy, giving the federal courts both *original* and *exclusive* jurisdiction. The Chancery Court also lost all lawful jurisdiction to hear and decide any matters in this docket, and thereafter related to my person, because I was unlawfully forced outside the State of Tennessee's jurisdiction by the direct orders of the court, in contravention of T.C.A. § 39-16-507(a)(3), Coercion or Persuasion of Witness.

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

“Pro se pleadings are to be considered without regard to technicality; pro se litigants’ pleadings are not to be held to the same high standards of perfection as lawyers.” *Jenkins v. McKeithen*, 395 U.S. 411, 421 (1959); *Picking v. Pennsylvania R. Co.*, 151 Fed 2nd 240; *Pucket v. Cox*, 456 2nd 233 (emphasis added).

“Pleadings are intended to serve as a means of arriving at fair and just settlements of controversies between litigants. They should not raise barriers which prevent the achievement of that end. Proper pleading is important, but its importance consists in its effectiveness as a means to accomplish the end of a just judgment.” *Maty v. Grasselli Chemical Co.*, 303 U.S. 197 (1938) (emphasis added).

“Due to sloth, inattention or desire to seize tactical advantage, lawyers have long engaged in dilatory practices... the glacial pace of much litigation breeds frustration with the Federal Courts and ultimately, disrespect for the law.” *Roadway Express v. Pipe*, 447 U.S. 752 at 757 (1982) (emphasis added).

“Following the simple guide of rule 8(f) that all pleadings shall be so construed as to do substantial justice”... **“The federal rules reject the approach *that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome* and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits.”** The court also cited Rule 8(f) [8(e)] FRCP, which holds that all pleadings shall be construed to do substantial justice. *Conley v. Gibson*, 355 U.S. 41 at 48 (1957) (emphasis added).

“Fraud upon the court” has been defined by the 7th Circuit Court of Appeals to “embrace that species of fraud which does, or attempts to, defile the court itself, or is a **fraud perpetrated by officers of the court so that the judicial machinery can not perform in the usual manner its impartial task of adjudging cases** that are presented for adjudication.” *Kenner v. C.I.R.*, 387 F.3d 689 (1968); 7 Moore’s Federal Practice, 2d ed., p. 512, ¶ 60.23. The 7th Circuit further stated “a decision produced by fraud upon the court is **not in essence a decision at all, and never becomes final.**”

“Courts are constituted by authority and they cannot go beyond that power delegated to them. **If they act beyond that authority, and certainly in contravention of it, their judgements and orders are regarded as nullities; they are not voidable, but simply void, and this even prior to reversal.**” *WILLIAMSON v. BERRY*, 8 HOW. 945, 540 12 L. Ed. 1170, 1189 (1850) (emphasis added).

“An unconstitutional act is not law; it confers no rights; it imposes no duties; affords no protection; it creates no office; it is in legal contemplation, **as inoperative as though it had never been passed.**” *Norton v. Shelby County*, 118 U.S. 425 p. 442 (emphasis added).

“Where rights secured by the Constitution are involved, **there can be no ‘rule making’ or legislation which would abrogate them.**” *Miranda v. Arizona*, 384 U.S. 426, 491; 86 S. Ct. 1603 (emphasis added).

In 1994, the U.S. Supreme Court held that “**Disqualification is required** if an objective observer would entertain *reasonable* questions about the judge’s impartiality. If a judge’s **attitude or state of mind** leads a detached observer to conclude that a fair and impartial hearing is unlikely, **the judge must be disqualified.**” *Liteky v. U.S.*, 114 S.Ct. 1147, 1162 (1994) (emphasis added).

Courts have repeatedly held that positive proof of the partiality of a judge is not a requirement, **only the appearance of partiality.** *Liljeberg v. Health Services Acquisition Corp.*, 486 U.S. 847, 108 S.Ct. 2194 (1988) (emphasis added).

That Court also stated that Section 455(a) **“requires a judge to recuse himself in any proceeding in which her impartiality might reasonably be questioned.”** *Taylor v. O’Grady*, 888 F.2d 1189 (7th Cir. 1989) (emphasis added).

The Supreme Court has ruled and has reaffirmed the principle that **“justice must satisfy the appearance of justice”**, *Levine v. United States*, 362 U.S. 610, 80 S.Ct. 1038 (1960), citing *Offutt v. United States*, 348 U.S. 11, 14, 75 S.Ct. 11, 13 (1954).

“Recusal under Section 455 is self-executing; a party need not file affidavits in support of recusal and the judge is obligated to recuse herself sua sponte under the stated circumstances.” *Taylor v. O’Grady*, 888 F.2d 1189 (7th Cir. 1989) (emphasis added).

Should a judge not disqualify himself, **then the judge is violation of the Due Process Clause of the U.S. Constitution.** *United States v. Sciuto*, 521 F.2d 842, 845 (7th Cir. 1996) (“The right to a tribunal free from bias or prejudice is based, not on section 144, but on the Due Process Clause.”) (emphasis added).

This cannot be ignored its fact recorded! Judgment is a void judgment if court that rendered judgment lacked jurisdiction of the subject matter, or of the parties, **or acted in a manner inconsistent with due process**, Fed. Rules Civ. Proc., Rule 60(b)(4), 28 U.S.C.A., U.S.C.A. *Const. Amend. 5 - Klugh v. U.S.*, 620 F.Supp. 892 (D.S.C. 1985) (emphasis added).

When appeal is taken from a void judgment, the appellate court must declare the judgment void, because the appellate court may not address the merits, *it must set aside the trial court's judgment and dismiss the appeal*. A void judgment may be attacked at any time by a person whose rights are affected. See *El-Kareh v. Texas Alcoholic Beverage Comm'n*, 874 S.W.2d 192, 194 (Tex. App.-Houston [14th Dist.] 1994, no writ); see also *Evans v. C. Woods, Inc.*, No. 12-99-00153-CV, 1999 WL 787399, at *1 (Tex. App.-Tyler Aug. 30, 1999, no pet. h.) (emphasis added).

The Court Has a Responsibility to Correct a Void Judgment: The statute of limitations does not apply to a suit in equity to vacate a void judgment. (*Cadenasso v. Bank of Italy*, p. 569; *Estate of Pusey*, 180 Cal. 368,374 [181 P. 648].) This rule holds as to all void judgments. In the other two cases cited, *People v. Massengale* and *In re Sandel*, the courts confirmed the judicial power and responsibility to correct void judgments (emphasis added).

A court cannot confer jurisdiction where none existed and cannot make a void proceeding valid. A void judgment which includes judgment entered by a court which lacks jurisdiction over the parties or the subject matter, or lacks inherent power to enter the particular judgment, or an order procured by fraud, can be attacked at any time, in any court, either directly or collaterally, provided that the party is properly before the court. See *Long v. Shorebank Development Corp.*, 182 F.3d 548 (C.A. 7 Ill. 1999) (emphasis added).

When rule providing for relief from void judgments is applicable, **relief is not discretionary matter, but is mandatory.** *Omer. V. Shalala*, 30 F.3d 1307 (Colo. 1994) (emphasis added).

IN THE COURT OF APPEALS OF TENNESSEE
AT NASHVILLE

FILED
11/19/2020
Clerk of the
Appellate Courts

FAWN ██████████ FENTON v. JEFFREY RYAN FENTON

Chancery Court for Williamson County
No. 48419B

No. M2019-02059-COA-R3-CV

ORDER

The record on appeal was filed on June 15, 2020. Under Tenn. R. App. P. 29(a), the appellant’s brief was originally due on July 15, 2020. On July 10, 2020, this Court granted the appellant an extension of time within which to file his brief through September 15, 2020. On September 15, 2020, this Court granted the appellant an additional extension of time through October 15, 2020, but admonished the appellant that no further extensions would be granted absent a showing of exigent circumstances. Rather than file a brief, the appellant filed a motion on October 16, 2020, requesting yet another, indefinite extension of time.

On October 27, 2020, this Court granted the appellant “one final opportunity to file a brief” and directed the appellant to file a brief on or before November 9, 2020. Our order provided that failure to file a brief by November 9, 2020, could result in dismissal of the appeal without further notice. As of the date of this order, the appellant has still not filed a brief.

It is, therefore, ordered that this appeal is dismissed. The appellant is taxed with the costs for which execution may issue.

PER CURIAM

I never requested an "indefinite extension of time". That statement is false.

I had been trying for months to get the Court of Appeals to supplement and correct my record to show the truth about what took place in the trial court, but they refused. I tried for almost a year to get either the trial court or the appellate court to record my 8/29/2019 "transcript of evidence" as such, since the trial court chose instead to bury the transcript amongst hundreds of pages of my "technical record" (in volume 4, pages 495-523), to hide it. The court doesn't want the document to stand out because it shows an absurd level of criminal misconduct by both Binkley and Story, where clearly "justice does not satisfy the appearance of justice". If you compare the 8/1/2019 & 8/29/2019 transcripts, they are not congruent.

I told the Court of Appeals that I DID NOT KNOW HOW TO WRITE AN "APPELLANT BRIEF" due to the overwhelming amount of FRAUD in the case by defendant Story. The case wasn't about an "issue of law" which I was contesting, but rather the fact that NOTHING done by the trial court was lawful, legal, in good faith, for the purpose of justice, in compliance with the State of Tennessee's rules of judicial & professional conduct.

Since the Court of Appeals refused to allow me any alternative other than writing an "Appellant Brief", to receive help, I told them I would try, but ultimately I was unsuccessful, after struggling with it for months, for the exact reasons which I had told them. Upon failure, I immediately tried to assemble booklets which I believed SHOWED (relative to a timeline) what I was unable to ARTICULATE or WRITE in a comprehensive way. I later referred to these booklets, as my "testimony in evidence". Showing the absurdity of what the courts and counsel had done to me, which has been beyond my skill level to articulate in both a believable and non-offensive manner. Using heavy markup on court documents throughout the case, to tell the truth in-line with the fraudulent narrative of the court and counsel. Due to the abundance of fraud and the influence of the parties against me, my burden of proof has been outrageous. I've proven misconduct repeatedly, yet the court rejected my efforts and dismissed my appeal.

FILED
04/07/2021
Clerk of the
Appellate Courts

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

FAWN ██████████ FENTON v. JEFFREY RYAN FENTON

**Chancery Court for Williamson County
No. 48419B**

No. M2019-02059-SC-R11-CV

ORDER

Upon consideration of the application for permission to appeal of Jeffrey Ryan Fenton and the record before us, the application is denied.

PER CURIAM

Jeff Fenton

From: Jeff Fenton
Sent: Wednesday, October 28, 2020 6:42 AM
To: appellatecourtclerk
Cc: Lisa Marsh
Subject: URGENT PLEASE: Fenton v. Fenton | COA #M2019-02059-COA-R3-CV | MOTION TO SUPPLEMENT & CORRECT THE RECORD (Please File) Email 1 of 2
Attachments: 2020-10-28 Motion to Supplement and Correct the Record.pdf; PAGES 174-181 (TR v2) HUSBAND'S RESPONSE & COUNTERMOTION (PROOF contents include DIVORCE ANSWER AND COUNTER).pdf; 2020-07-08 ADA Request for Modification due to Mental Health (Under Tennessee Judicial Branch Policy 2_07).pdf; 2019-08-05 Duke & Story Agreed to Extension for Husbands Answer and Counter-Complaint.pdf; 2019-08-29 EXHIBIT-8 to HUSBAND'S RESPONSE and COUNTER MOTION (SUPPLEMENT PLEASE).pdf

Hello Mr. Hivner,

Please file the attached motion. (EMAIL 1 of 2)

I have one more email with some attachments following.

Thank you sir!

Jeff Fenton

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

Relayed: URGENT PLEASE: Fenton v. Fenton | COA #M2019-02059-COA-R3-CV |
MOTION TO SUPPLEMENT & CORRECT THE RECORD (Please File) Email 1 of 2

Microsoft Outlook <postmaster@outlook.com>

Wed 10/28/2020 6:42 AM

To:appellatecourtclerk <appellatecourtclerk@tncourts.gov>;Lisa Marsh <Lisa.Marsh@tncourts.gov>

 1 attachments (26 KB)

URGENT PLEASE: Fenton v. Fenton | COA #M2019-02059-COA-R3-CV | MOTION TO SUPPLEMENT & CORRECT THE RECORD
(Please File) Email 1 of 2;

**Delivery to these recipients or groups is complete, but no delivery notification was sent
by the destination server:**

[appellatecourtclerk \(appellatecourtclerk@tncourts.gov\)](mailto:appellatecourtclerk@tncourts.gov)

[Lisa Marsh \(Lisa.Marsh@tncourts.gov\)](mailto:Lisa.Marsh@tncourts.gov)

Subject: URGENT PLEASE: Fenton v. Fenton | COA #M2019-02059-COA-R3-CV | MOTION TO SUPPLEMENT &
CORRECT THE RECORD (Please File) Email 1 of 2

Jeff Fenton

From: Jeff Fenton
Sent: Wednesday, October 28, 2020 8:51 AM
To: appellatecourtclerk
Cc: Lisa Marsh
Subject: RE: URGENT PLEASE: Fenton v. Fenton | COA #M2019-02059-COA-R3-CV | MOTION TO SUPPLEMENT & CORRECT THE RECORD (Please File) Email 2 of 2
Attachments: PAGE 178 (TR v2) REQUEST to CORRECT Typographical Error (STRIKE ERROR PLEASE).pdf; PAGE 119 (TR v1) HUSBAND's RESPONSE & COUNTERMOTION - PAGE-1 (ORIGINAL - AS FILED and RECORDED).pdf; PAGE 119 (REQUESTED) HUSBAND'S RESPONSE & COUNTERMOTION-PAGE-1 (CORRECT TITLE PLEASE TO MATCH CONTENT).pdf; Sandy Arons - Divorce Planning (Business Card).pdf; 2019-07-25 Brittany Gates - Termination of Services - Failed to Perform (URGENT DEADLINES).pdf; 2019-08-02 Schaffer Law Firm - Six Grand More Due Immediately to Continue Counsel.pdf; Custom No Trespassing Signs.pdf; FAWN Refused to Honor our Agreement to Sell our Home NOT Me.pdf; 2020-02-17 1986 Sunnyside Drive (Resale After \$20k Flip).pdf; 2019-08-28 (A) Pro Se Notice to Court (Husband Filed 8-29-2019).pdf; 2019-09-19 Ms Story - Letter Threatening to Sell and Dispose of MY Personal Property (opposite of promised under oath in court).pdf; 2019-01-21 Fawn Talks about Night Sweats and Narcolepsy Meds Problem (Only Seeping 1-Hour at a Time).pdf; 2016-05-25 Fawn - Why You Didn't Know Your Friend has Depression.pdf; 2018-10-27 @ 1731 (Email F-J) Fawn Outlining her Understanding and Consent to our Verbal Settlement Agreement.pdf; 2018-12-24 Fawn - Text Messages - Planning Counseling with Terry.pdf

Hello Mr. Hivner,

Please file the attached motion. (EMAIL 2 of 2)

This combined with the previous email, is everything.

Thank you sir!

Jeff Fenton

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

Relayed: RE: URGENT PLEASE: Fenton v. Fenton | COA #M2019-02059-COA-R3-CV |
MOTION TO SUPPLEMENT & CORRECT THE RECORD (Please File) Email 2 of 2

Microsoft Outlook <postmaster@outlook.com>

Wed 10/28/2020 8:51 AM

To: appellatecourtclerk <appellatecourtclerk@tncourts.gov>; Lisa Marsh <Lisa.Marsh@tncourts.gov>

 1 attachments (25 KB)

RE: URGENT PLEASE: Fenton v. Fenton | COA #M2019-02059-COA-R3-CV | MOTION TO SUPPLEMENT & CORRECT THE RECORD
(Please File) Email 2 of 2;

**Delivery to these recipients or groups is complete, but no delivery notification was sent
by the destination server:**

[appellatecourtclerk \(appellatecourtclerk@tncourts.gov\)](mailto:appellatecourtclerk@tncourts.gov)

[Lisa Marsh \(Lisa.Marsh@tncourts.gov\)](mailto:Lisa.Marsh@tncourts.gov)

Subject: RE: URGENT PLEASE: Fenton v. Fenton | COA #M2019-02059-COA-R3-CV | MOTION TO SUPPLEMENT &
CORRECT THE RECORD (Please File) Email 2 of 2

Jeff Fenton

From: Jeff Fenton
Sent: Wednesday, October 28, 2020 9:13 AM
To: Virginia Story; Kathryn Yarbrough; Heidi Macy
Cc: elaine.beeler@tncourts.gov; Lisa Marsh
Subject: FW: URGENT PLEASE: Fenton v. Fenton | COA #M2019-02059-COA-R3-CV | MOTION TO SUPPLEMENT & CORRECT THE RECORD (Please File) Email 1 of 2
Attachments: 2020-10-28 Motion to Supplement and Correct the Record.pdf; PAGES 174-181 (TR v2) HUSBAND'S RESPONSE & COUNTERMOTION (PROOF contents include DIVORCE ANSWER AND COUNTER).pdf; 2019-08-05 Duke & Story Agreed to Extension for Husbands Answer and Counter-Complaint.pdf; 2019-08-29 EXHIBIT-B to HUSBAND'S RESPONSE and COUNTER MOTION (SUPPLEMENT PLEASE).pdf

Hello Ms. Story and Ms. Beeler,

Attached is a motion I just filed this morning, requesting to supplement an Exhibit I didn't have time to bring on 8/29/2019, though it was already completely printed out. I just couldn't get it sorted, bound, and out the door in time. It also requests a couple of minor corrections to my "one and done" on 8/29/2019 aka "HUSBAND'S RESPONSE AND COUNTERMOTION TO WIFE'S MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION AND FOR DATE CERTAIN FOR WALK THROUGH OF HOUSE AND MOTION FOR SCHEDULING ORDER"

"One and Done" is a little shorter and succinct. I know that "succinct" isn't my best quality, but I think that I got it right this time. 😊

Please let me know if you have any questions or concerns.

Jeff Fenton

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

From: Jeff Fenton
Sent: Wednesday, October 28, 2020 6:42 AM
To: appellatecourtclerk <appellatecourtclerk@tncourts.gov>
Cc: Lisa Marsh <Lisa.Marsh@tncourts.gov>
Subject: URGENT PLEASE: Fenton v. Fenton | COA #M2019-02059-COA-R3-CV | MOTION TO SUPPLEMENT & CORRECT THE RECORD (Please File) Email 1 of 2
Importance: High

Hello Mr. Hivner,

Please file the attached motion. (EMAIL 1 of 2)

Delivered: FW: URGENT PLEASE: Fenton v. Fenton | COA #M2019-02059-COA-R3-CV |
MOTION TO SUPPLEMENT & CORRECT THE RECORD (Please File) Email 1 of 2

postmaster@tnlaw.org <postmaster@tnlaw.org>

Wed 10/28/2020 9:14 AM

To: Virginia Story <virginia@tnlaw.org>

 1 attachments (52 KB)

FW: URGENT PLEASE: Fenton v. Fenton | COA #M2019-02059-COA-R3-CV | MOTION TO SUPPLEMENT & CORRECT THE RECORD
(Please File) Email 1 of 2;

Your message has been delivered to the following recipients:

[Virginia Story \(virginia@tnlaw.org\)](mailto:virginia@tnlaw.org)

Subject: FW: URGENT PLEASE: Fenton v. Fenton | COA #M2019-02059-COA-R3-CV | MOTION TO SUPPLEMENT &
CORRECT THE RECORD (Please File) Email 1 of 2

Delivered: FW: URGENT PLEASE: Fenton v. Fenton | COA #M2019-02059-COA-R3-CV |
MOTION TO SUPPLEMENT & CORRECT THE RECORD (Please File) Email 1 of 2

postmaster@tnlaw.org <postmaster@tnlaw.org>

Wed 10/28/2020 9:14 AM

To: Kathryn Yarbrough <kyarbrough@tnlaw.org>

 1 attachments (51 KB)

FW: URGENT PLEASE: Fenton v. Fenton | COA #M2019-02059-COA-R3-CV | MOTION TO SUPPLEMENT & CORRECT THE RECORD
(Please File) Email 1 of 2;

Your message has been delivered to the following recipients:

[Kathryn Yarbrough \(kyarbrough@tnlaw.org\)](mailto:kyarbrough@tnlaw.org)

Subject: FW: URGENT PLEASE: Fenton v. Fenton | COA #M2019-02059-COA-R3-CV | MOTION TO SUPPLEMENT &
CORRECT THE RECORD (Please File) Email 1 of 2

Relayed: FW: URGENT PLEASE: Fenton v. Fenton | COA #M2019-02059-COA-R3-CV |
MOTION TO SUPPLEMENT & CORRECT THE RECORD (Please File) Email 1 of 2

Microsoft Outlook <postmaster@outlook.com>

Wed 10/28/2020 9:14 AM

To: elaine.beeler@tncourts.gov <elaine.beeler@tncourts.gov>; Lisa Marsh <Lisa.Marsh@tncourts.gov>

 1 attachments (28 KB)

FW: URGENT PLEASE: Fenton v. Fenton | COA #M2019-02059-COA-R3-CV | MOTION TO SUPPLEMENT & CORRECT THE RECORD
(Please File) Email 1 of 2;

**Delivery to these recipients or groups is complete, but no delivery notification was sent
by the destination server:**

elaine.beeler@tncourts.gov (elaine.beeler@tncourts.gov)

[Lisa Marsh](mailto:Lisa.Marsh@tncourts.gov) (Lisa.Marsh@tncourts.gov)

Subject: FW: URGENT PLEASE: Fenton v. Fenton | COA #M2019-02059-COA-R3-CV | MOTION TO SUPPLEMENT &
CORRECT THE RECORD (Please File) Email 1 of 2

 ORIGINAL

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

FILED
OCT 30 2020
Clerk of the Appellate Courts
Rec'd By _____

FAWN [REDACTED] FENTON)
Appellee,)
)
v.)
)
JEFFREY RYAN FENTON)
Appellant.)

02059
No. M2019-0259-COA-R3-CV
Trial Court No. 48419B

**APPELLEE’S RESPONSE TO APPELLANT’S MOTION TO SUPPLEMENT AND
CORRECT THE RECORD**

COMES NOW Appellee, Fawn [REDACTED] Fenton (“Appellee”), by and through counsel, and hereby submits this Response to Appellant, Jeffrey Ryan Fenton’s (“Appellant”) Motion to Supplement and Correct the Record.

SUMMARY OF THE FACTS

Appellant filed a Notice of Appeal on November 20, 2020. Appellant failed to follow proper procedure and did not file a Statement of Evidence or Transcripts of the Proceedings and a Notice of Failure to Comply with Rule 24(b),(c) or (d) Administrative Order was entered by this Court on February 3, 2020 giving Appellant fifteen (15) days to comply. Thereafter, Appellee filed a Motion to Dismiss based on failure to comply with the Tennessee Rules of Appellate Procedure on February 5, 2020. On February 18, 2020, Appellant filed a 52-page Response to the Notice of Failure to Comply with 27 exhibits and filed the transcripts from a hearing held on August 1, 2019. On February 24, 2020, this Court issued an Order denying Appellee’s Motion to Dismiss and giving Appellee an extension to February 25, 2020, to file the transcript with the Court. The technical record was sent by the Chancery Court on March 31, 2020 and was filed with this Court on June 15, 2020. Appellant’s brief was due on July 15, 2020. On July 9, 2020,

Appellant filed a Motion for an Extension to file his brief which this Court granted by Order of July 10, 2020. Appellant was given until September 15, 2020 to file his brief. Thereafter, on September 11, 2020, Appellant filed a Motion for a SECOND Extension, requesting an additional 122 days to file his brief. On September 15, 2020, the Court granted Appellant an extension to October 15, 2020, to file his brief, noting that no other extensions would be allowed pending exigent circumstances. On October 16, 2020 Appellant once again requested an extension and was granted his third extension by Order of October 27, 2020 requiring his brief to be filed on November 9, 2020. Appellant has now come to this Court with a request to supplement and correct the record.

ARGUMENT

Appellants Motion and request to supplement the record is improper as it lists numerous documents that were never considered by the trial court in this matter and therefore cannot now be made a part of the record after the matter has concluded. Additionally, many of the documents listed in the Exhibit list were not provided to the trial court for filing and thus the trial court has no way of including said documents in the record on appeal. These documents were never presented to the trial court and therefore the trial court had no means by which to even include many of these documents in the record. Documents that are not provided to the trial court or considered by the trial judge are precluded from being included in the appellate record pursuant to Tenn. R. App. P. 24.

Moreover, Appellant's most recent filing is yet another regurgitation of the same allegations of being disadvantaged as a pro se party and grievances with the trial court. This most recent filing is eighteen (18) pages long with eighteen (18) attachments or "exhibits." Appellant clearly has time to put forth drafting and filing numerous lengthy documents to request additional time to file his brief, but someone cannot find the time to get his actual brief completed and filed

in a timely manner. This is yet another attempt by the Appellant to prolong this litigation and run up fees for Appellee.

CONCLUSION

Based upon the foregoing, the Motion filed by the Appellant should be DENIED with costs taxed to the Appellant and Appellee awarded her attorney's fees.

Respectfully submitted,



Virginia L. Story; BPR #11700
Kathryn L. Yarbrough; BPR #32789
Attorneys for [REDACTED] Fawn Fenton
136 Fourth Avenue, South
P.O. Box 1608
Franklin, TN 37064
(615) 790-1778
virginia@tnlaw.org
kyarbrough@tnlaw.org

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via first-class mail to Jeffrey Fenton, Appellant, at 17195 Silver Pkwy. #150, Fenton, MI 48430, on this the 30th day of October 2020.



VIRGINIA LEE STORY

 ORIGINAL

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

FILED
OCT 30 2020
Clerk of the Appellate Courts
Rec'd By _____

FAWN [REDACTED] FENTON)
Appellee,)
)
v.)
)
JEFFREY RYAN FENTON)
Appellant.)

02059
No. M2019-~~0259~~-COA-R3-CV
Trial Court No. 48419B

**APPELLEE’S RESPONSE TO APPELLANT’S MOTION TO SUPPLEMENT AND
CORRECT THE RECORD**

COMES NOW Appellee, Fawn [REDACTED] Fenton (“Appellee”), by and through counsel, and hereby submits this Response to Appellant, Jeffrey Ryan Fenton’s (“Appellant”) Motion to Supplement and Correct the Record.

SUMMARY OF THE FACTS

Appellant filed a Notice of Appeal on November 20, 2020. Appellant failed to follow proper procedure and did not file a Statement of Evidence or Transcripts of the Proceedings and a Notice of Failure to Comply with Rule 24(b),(c) or (d) Administrative Order was entered by this Court on February 3, 2020 giving Appellant fifteen (15) days to comply. Thereafter, Appellee filed a Motion to Dismiss based on failure to comply with the Tennessee Rules of Appellate Procedure on February 5, 2020. On February 18, 2020, Appellant filed a 52-page Response to the Notice of Failure to Comply with 27 exhibits and filed the transcripts from a hearing held on August 1, 2019. On February 24, 2020, this Court issued an Order denying Appellee’s Motion to Dismiss and giving Appellee an extension to February 25, 2020, to file the transcript with the Court. The technical record was sent by the Chancery Court on March 31, 2020 and was filed with this Court on June 15, 2020. Appellant’s brief was due on July 15, 2020. On July 9, 2020,

Appellant filed a Motion for an Extension to file his brief which this Court granted by Order of July 10, 2020. Appellant was given until September 15, 2020 to file his brief. Thereafter, on September 11, 2020, Appellant filed a Motion for a SECOND Extension, requesting an additional 122 days to file his brief. On September 15, 2020, the Court granted Appellant an extension to October 15, 2020, to file his brief, noting that no other extensions would be allowed pending exigent circumstances. On October 16, 2020 Appellant once again requested an extension and was granted his third extension by Order of October 27, 2020 requiring his brief to be filed on November 9, 2020. Appellant has now come to this Court with a request to supplement and correct the record.

ARGUMENT

Appellants Motion and request to supplement the record is improper as it lists numerous documents that were never considered by the trial court in this matter and therefore cannot now be made a part of the record after the matter has concluded. Additionally, many of the documents listed in the Exhibit list were not provided to the trial court for filing and thus the trial court has no way of including said documents in the record on appeal. These documents were never presented to the trial court and therefore the trial court had no means by which to even include many of these documents in the record. Documents that are not provided to the trial court or considered by the trial judge are precluded from being included in the appellate record pursuant to Tenn. R. App. P. 24.

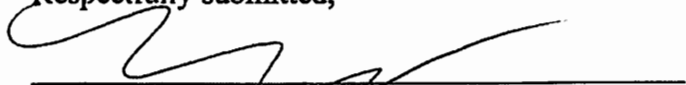
Moreover, Appellant's most recent filing is yet another regurgitation of the same allegations of being disadvantaged as a pro se party and grievances with the trial court. This most recent filing is eighteen (18) pages long with eighteen (18) attachments or "exhibits." Appellant clearly has time to put forth drafting and filing numerous lengthy documents to request additional time to file his brief, but someone cannot find the time to get his actual brief completed and filed

in a timely manner. This is yet another attempt by the Appellant to prolong this litigation and run up fees for Appellee.

CONCLUSION

Based upon the foregoing, the Motion filed by the Appellant should be DENIED with costs taxed to the Appellant and Appellee awarded her attorney's fees.

Respectfully submitted,



Virginia L. Story; BPR #11700
Kathryn L. Yarbrough; BPR #32789
Attorneys for [REDACTED] Fawn Fenton
136 Fourth Avenue, South
P.O. Box 1608
Franklin, TN 37064
(615) 790-1778
virginia@tnlaw.org
kyarbrough@tnlaw.org

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via first-class mail to Jeffrey Fenton, Appellant, at 17195 Silver Pkwy. #150, Fenton, MI 48430, on this the 30th day of October 2020.



VIRGINIA LEE STORY

File Message Help Acrobat

RE: TN Courts: Help Request Form - Appeal to Supreme Court (REQUEST TO ESCALATE CASE FROM APPELLATE T...



Jeff Fenton

To Jim Hivner; Lisa Marsh; appellatecourtclerk; elaine.beeler@tncourts.gov; john.coke@tncourts.gov; appellatecourtclerk
Cc Virginia Story; Kathryn Yarbrough; marybeth@rothschildbklaw.com; complaints@tbpr.org

Reply Reply All Forward

Tue 1/19/2021 11:47 PM

You replied to this message on 1/20/2021 12:03 AM.

- 2021-01-17 Michigan Unemployment Insurance EXHAUSTED - NEED IMMEDIATE RELIEF OF OP TO WORK or SUPPORT, Restitution, Damages PLEASE.pdf 295 KB
- 2004-02-09 WHY Fawn LOVES Jeff with Markup (Redacted).pdf 65 KB
- 2004-04-28 Hunts Complaint Letter (Standing-Up for Fawn).pdf

Hello Mr. Hivner,



Zillow

Edit Save

4 bd | 3 ba | 2,640 sqft

1986 Sunny Side Dr, Brentwood, TN 37027

Sold: \$540,000 Sold on 02/17/20 Zestimate®: \$559,311

Est. refi payment: \$2.293/mo Get current rates

Home value Owner tools Home details



To need to spend 12-16 hours every day, sifting through remnants of the life that was stolen from you, just to get free... do you know how inhumane that is? I have wasted over 4,000 hours of my life this past year, seeking the smallest drop of justice.

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

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

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

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

3/13/18, 6:46 PM from Fawn Fenton

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

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

"Irreconcilable Differences."

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

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

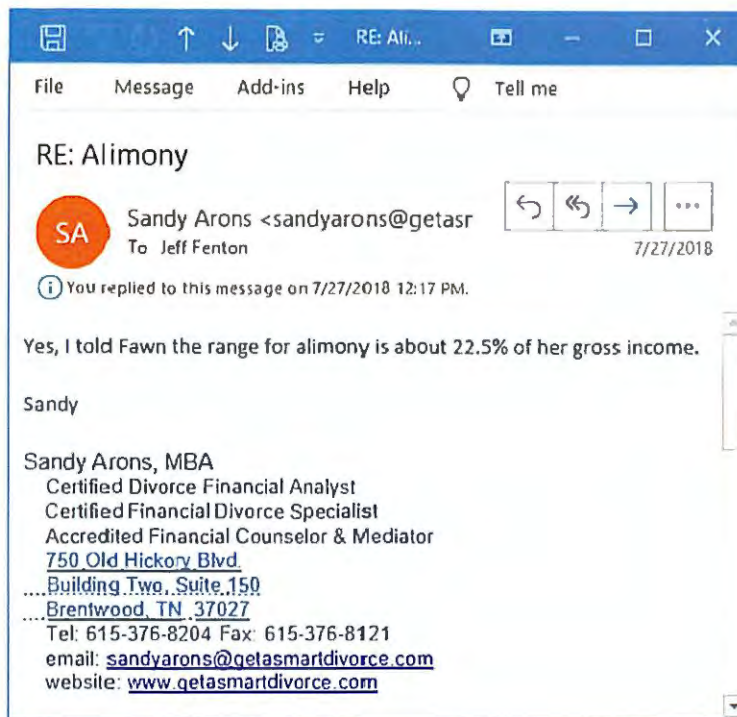
Without two people committed to changing each other's minds, more than they are committed to the other PERSON.

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

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

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

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



Please forgive the fact that much of this was not written for "public release", it was a rough draft, choppy in places, and written for the free legal help website, as well as for the Board of Professional Responsibility and the Board of Judicial Conduct, whom I'll also forward this to, so please likewise download the files to have the evidence to proceed with my complaints.



Hopefully the Tennessee Supreme Court can resolve this minor issue of imminent importance, without which I can't work due to my mother's immunity disorder. Hence, I need to work all day every day at somehow getting Williamson County's noose off from around my neck. Through some sort of "peaceful protest", political or legal action, or toward a cure of some humanitarian nature. If this fails, then I need to escalate this to the United States Court of Appeals, because I can't wait years longer to be able to work, and I believe that I have a better shot with them than the federal court in Tennessee.

The only downside is that the only federal portion which has been heard so far by the Tennessee federal courts, is Ms. Fenton's bankruptcy. So, my best chance is to file for bankruptcy fraud in the United States Court of Appeals for the Sixth Circuit. Then I believe that I'll be able to add the "color of law", 14th Amendment, HUD violations, ADA exploitation and abuse. I've spoken with the FBI and I'm hoping to possibly have the "bad players" prosecuted under the RICO Act, since this has created a financial burden upon another state's financial resources and welfare system, totally without need.

I'd hate to risk the potential criminal consequences for Ms. Fenton to appeal her bankruptcy for fraud, by not disclosing my equal or greater financial investments, interests, and ownership of our equally deeded marital residence, as "tenants by the entirety". As well as me being the owner of almost all the personal property inside, as stated in Attorney Story's divorce complaint. Her team had the federal bankruptcy court make judgments about my personal property, under horribly bad, manipulative faith, to strategically supersede the State of Tennessee's "Protected Income and Assets" (Affidavit of Claim Exemptions), which I had properly filed.

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

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 is!

That is crazy... their must be a smarter way to spend all that you've worked for?

Ugh!

???

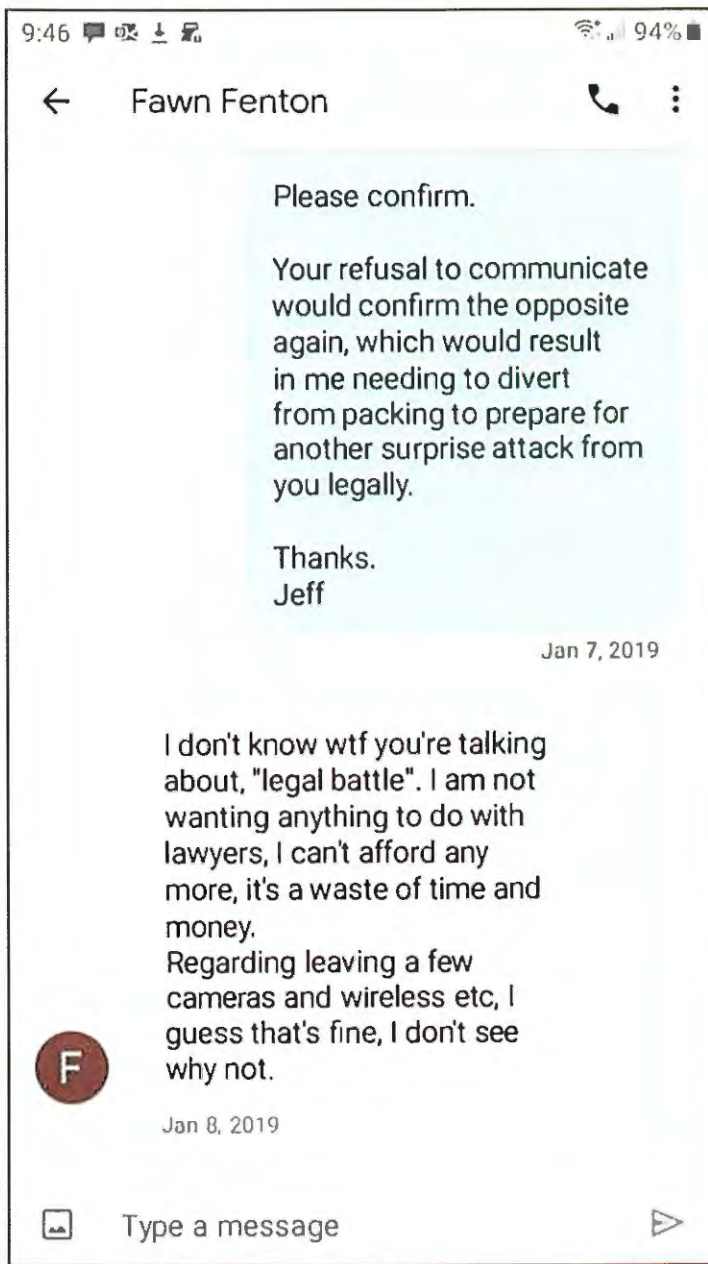
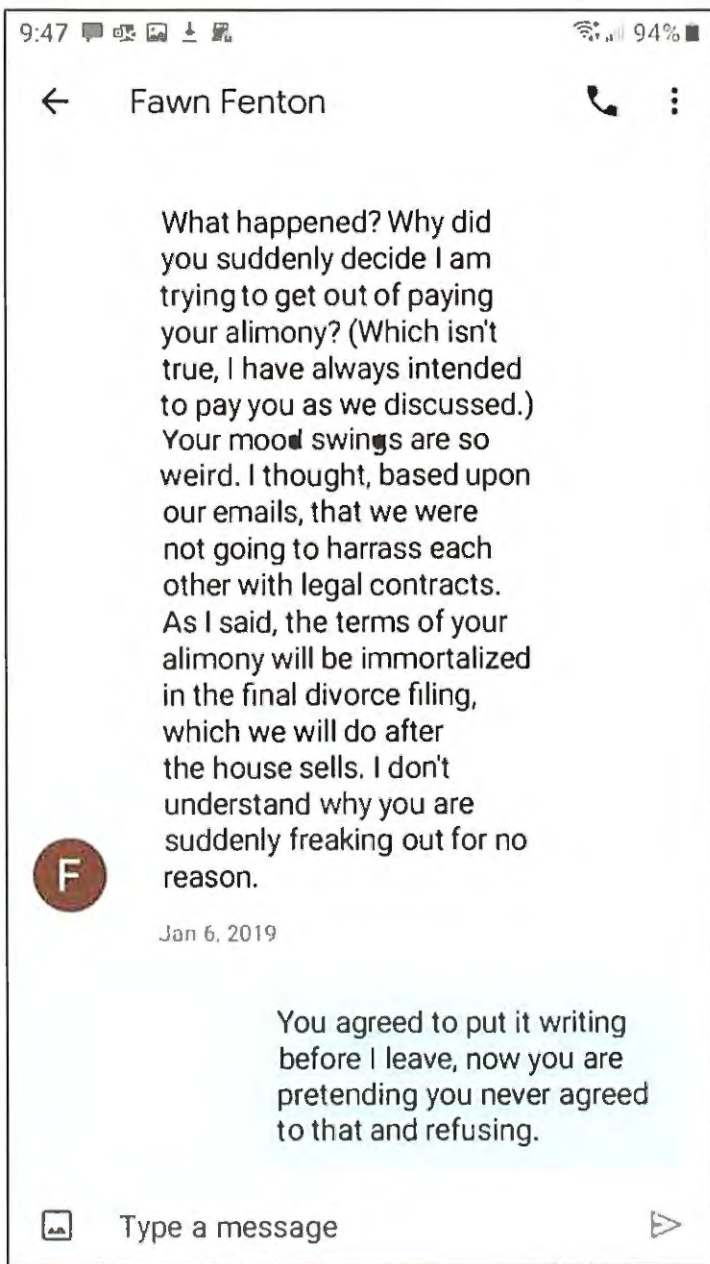
The Moment I KNEW!

Goodbye Alimony!

Bye!

I really don't know which is worse, Attorneys Story, Yarbrough, and Ausbrooks committed so many felony crimes and gross violations of professional conduct in this case. They intentionally manipulated bankruptcy fraud to solely injure the highly disadvantaged, disabled, unemployed, and currently unemployable spouse. While the bankruptcy was staged, having known a year in advance when Ms. Fenton's employer planned to retire (as documented in this case). Every motion in the chancery court was not only fraudulent, it was literally a "decoy divorce". Intentionally planned as three separate but simultaneous high-value attacks, to strategically exploit my known and fully documented disabilities. While the specific exploits targeted and leveraged against me by Story's crew, just happen to be my ex-wife's pet peeves about my disabilities. That I'm too slow and that I am psychologically incapable of effectively multi-tasking significant concurrent tasks. While Ms. Story refused to allow me to take my personal property, to only try to discard it later, through a federal court order to supersede my protections under Tennessee State law. That is about as unconscionable as it gets.

Then to slap me with default judgments, as if the court found it reasonable to only read part of a sentence, rather than reading the whole sentence in context. It was completely unreasonable to assume that after working myself tirelessly and filing 250+/- pages of evidence & sworn testimony on 8/29/2019, that I just quit caring and decided not to bother participating or defending myself further. That was not true. In all honesty, since Story and Binkley decided to revoke my freedom interest, rendering me literally unemployable, I should have been provided an attorney and certainly heard, with full due process of law. But they refused. Story filed an unreasonably fraudulent affidavit, upon which, without confirmation, judge Binkley ruled to omit me from further participation in the litigation, while ruling harsh punitive default judgments against me.



Just two 30-minute hearings between close family friends, without due process or any opportunity to save my property interests, in either my income or my home. "Under color of law", pretending that the exact opposite of the law happens to be "legal".



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

I DID IT!!!



Apr 23, 2019

F OMG! raccoon!!! 😊

Fawn Fenton (mobile) • Apr 23, 2019

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

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



Apr 23, 2019

F Love little raccoon!! 😊

Fawn Fenton (mobile) • Apr 23, 2019

This case is blatant & clear criminal misconduct. Every day that I can't work, I get a little more of my evidence sorted out. Eventually I will be able to clearly articulate the crimes against me, while organizing my evidence good enough to publish it. Then I'll be able to distribute the **truth** to people throughout state and federal government as well as the courts, from Tennessee to Michigan to Washington DC.



I know that my ex-wife told Story, who in turn told Binkley, that *I have a reputation for successfully exposing criminal misconduct* against our family over the Internet. This happened when our home suffered significant damages by a negligent roofing contractor, who after we sued them and won a judgment, they still refused to pay us.

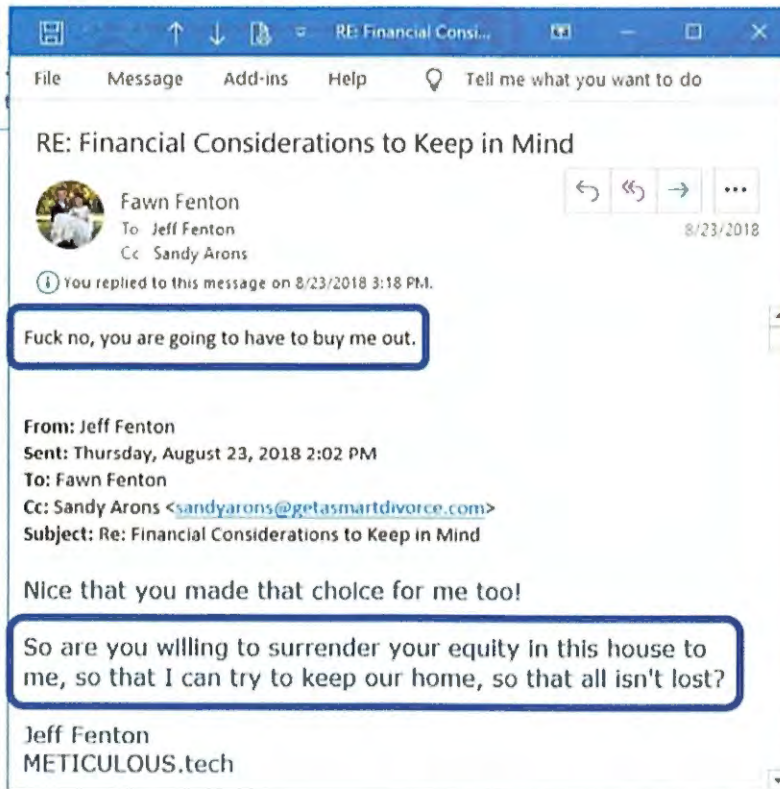
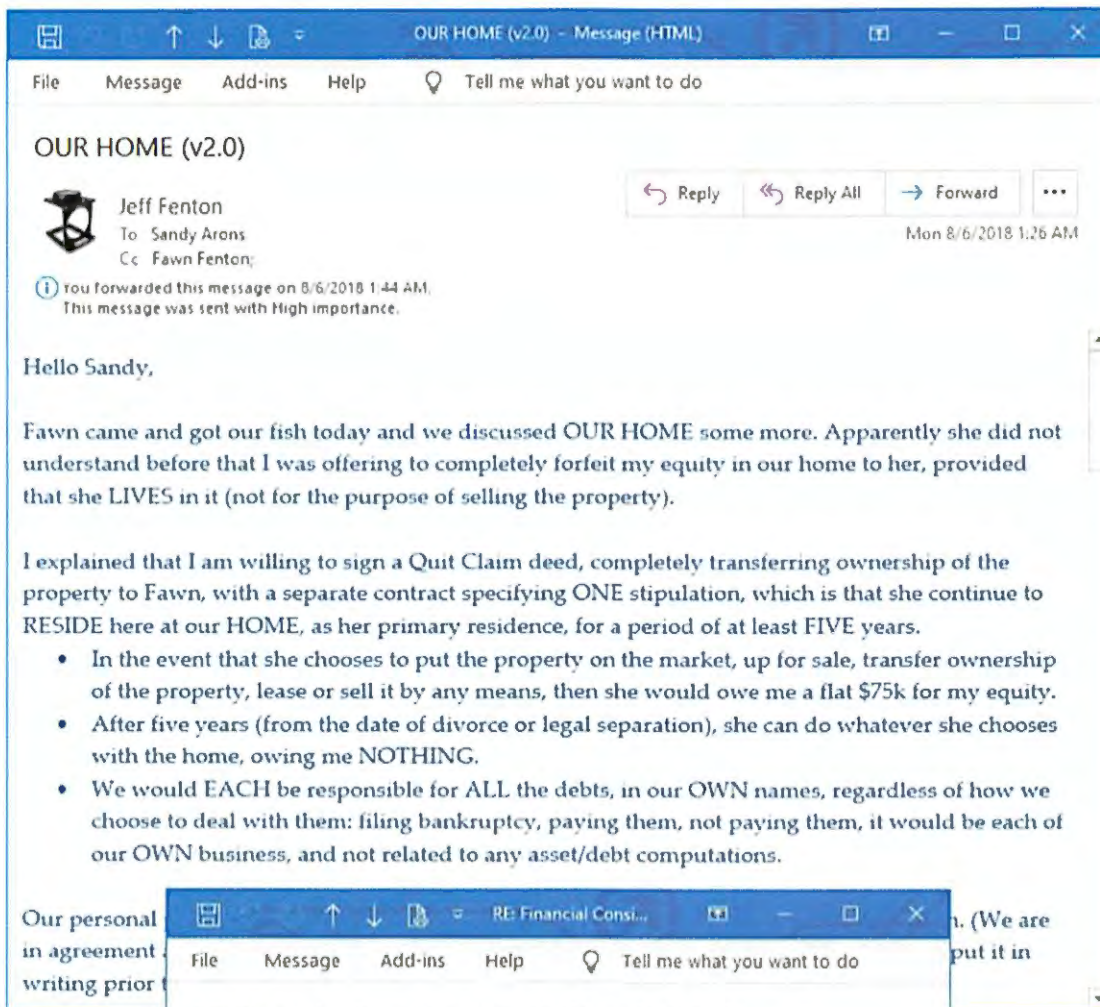
After which it wasn't until I exposed two billion dollar insurance companies along with the roofing contractor that anybody began taking us seriously and finally paid for our damages. *Exposing the truth* is the only thing that anyone has *ever* had to "fear" about me. That is the real purpose of their fraudulent "order of protection" against me, to *extort my silence* about the *criminal misconduct* by the courts and counsel.

NOTE IN HINDSIGHT: When I saw the KnoxNews article in 2021 showing Judge Michael W. Binkley shaming the Tennessean Newspaper while he *read the riot act* to attorneys, during one of his rants from the **courthouse bench**, I finally understood. There are few things which Judge Michael Binkley hates or fears more than people *exposing* his criminal misconduct in the *media*. Captured on video, Judge Binkley is shown threatening and extorting both attorneys and the public alike, while he levied his vengeance and retaliation "*under color of law*" against Attorney *whistle blower* Brian Manookian. Allegedly Attorney Manookian was responsible for leaking Binkley's arrest during a *prostitution sting* back in 2010, which corrupt Judge Casey Moreland was persuaded to both dismiss and expunge from the court's records, "in a highly unusual fashion." Notably, Binkley hired Moreland's own attorney to represent him in that matter. Still Binkley put on a show fit for theater, while spewing about how he had *never* turned in an attorney [for misconduct] in his life, but vowing that Attorney Brian Manookian would be the exception. Binkley claimed that he had 70 examples of misconduct by Manookian, which he relished in reporting to the Tennessee Board of Professional Responsibility. Afterwards they suspended Attorney Manookian's law license.

In contrast, Judge Binkley helped attorney Virginia Lee Story commit an obscene number of state and federal **felony crimes** against me in "his" court, in addition to *non-stop* violations of the State of Tennessee's Rules of Professional Conduct. A judge is not allowed to pick and choose who he reports for misconduct. The Board of Professional Responsibility, the very same board *leveraged* by Judge Binkley to "**punish**" *whistle blower* Brian Manookian, is the same board which has repeatedly refused to file, vet, and take action upon my many complaints directly to Chief Disciplinary Counsel **Sandy Garrett**, against Attorneys Virginia Story, Kathryn Yarbrough, Mary Beth Ausbrooks, Clerk & Master Elaine Beeler, Judge Michael Weimar Binkley, along with other attorneys involved in *extreme misconduct* in my case.

(Continued on last page.)

2018-08-06 OFFERED TO GIVE MS. FENTON MY EQUITY FOR FREE!
(Regretfully She Declined)



The bankruptcy fraud in this case was simple, attorneys Story and Ausbrooks worked together to use the same fraudulent narrative, both in state and federal courts, that my ex-wife was the owner of our Brentwood marital residence when that was false. The attorneys as well as the bankruptcy trustee had a responsibility to check the property deed and tax records, to verify the property ownership, where my name was clearly listed on both, as an equally deeded property owner with Ms. Fenton, as "tenants by the entirety".

They counseled my ex-wife to secretly default upon our mortgage payments. Then they secretly filed a fraudulent bankruptcy petition on her behalf, lying about our property ownership, while specifically requesting to sell our marital residence, without notifying me about any of it.

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

Jeff:

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

Thanks. have a good evening.
Marty

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

Thanks Marty.

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

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

Any other time critical dates would be greatly appreciated.

Thanks.

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

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A DIVISION OF METICULOUS MARKETING LLC

Per the F.R.B.P. Rule #7001 and 11 U.S.C. § 363(h)(3) the bankruptcy court could not legally sell our property, because it didn't meet their requirements. Neither could the Chancery Court, because the **federal courts** had both *original* and *exclusive jurisdiction*. The only way this was physically possible was by corruption, deprivation of rights under color of law, and similar federal and state crimes.

For the record, I wanted to be done communicating with Ms. Story because she unconscionably abused me repeatedly, which there are two "smoking guns" of evidence documenting in this case. But never did I want or plan to give up my right to protect myself or participate in ongoing litigation against me. My **note** offered to **sacrifice** the **money** lost in our **home** and the **alimony** which they "beat the system" to criminally cheat me out of. Never, ever, ever did I offer to forfeit my rights as a United States Citizen or to allow any judge who wasn't even willing to hear me, prior to the start of discovery, to end the divorce with default judgments against me. That is felony coercion & obstruction!



Attorney Marty Duke told me that Ms. Story agreed to a deadline extension for filing my divorce answer and counter complaint, since he and attorney Mitchell Miller were brought on to my case as emergency replacement counsel only a few days prior to my first hearing. Ms. Story and subsequently judge Binkley refused to give my counsel an extension for addressing the forced sale of my home (though they had no lawful jurisdiction, because the **federal courts had both original and exclusive jurisdiction**). Yet taking my home was clearly Attorney Story's priority during both hearings, but she did agree to an extended deadline for answering the divorce complaint. Unfortunately attorney Brittany Gates, whom I hired first, negligently failed to perform, promising me drafts of my divorce answer/counter complaint day after day, with my whole life hanging in the balance, until I was able to contact attorney Mitchell Miller, at which point I fired attorney Gates.

Meanwhile, I have never abused Ms. Fenton. She was in counseling when I met her, we went to counseling both separately and together multiple times throughout our marriage. We were involved in a few small church groups, home fellowships, with an unlimited amount of transparency and an open invitation to speak into our lives. Yet never once in my life, had I heard Ms. Fenton, a counselor, a friend, a pastor, or a church leader mention the word "abuse" related to our relationship, in any way. We both brought our own baggage into the relationship, which we each still have. However, the multiple acts of fraud which the court and counsel helped Ms. Fenton commit and become a party to, is by far the heaviest weight hanging around her neck, dragging down her physical health, while she has also had a horrible time with **menopause** for the past 7-documented years. Now her **hormone therapy** for menopause has been seriously **conflicting** with her "Xyrem", the medication she successfully took for **narcolepsy** for over a decade (which cost insurance \$11,000 per month, so I don't know if she still has access to it, since her boss retired.) Hormone therapy has prevented her from sleeping more than an hour or two at a time, waking up to constantly drenched sheets, which she had struggled with for years before moving out, to a lesser degree.

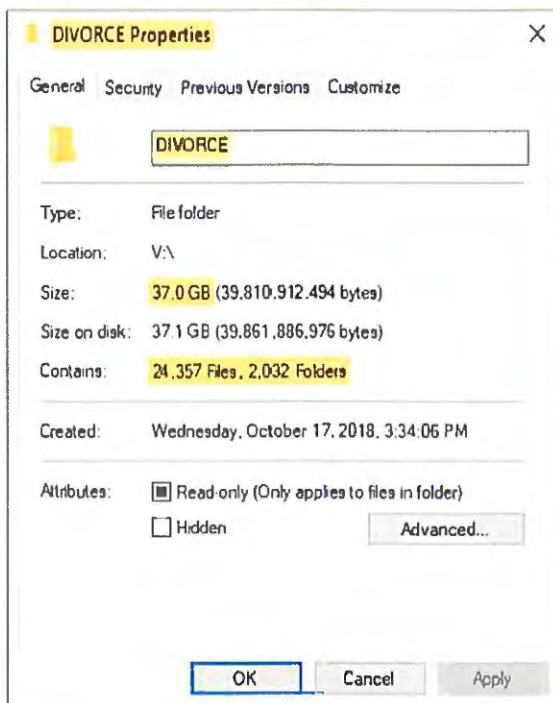
Ms. Fenton and her brother Mark at Front Sight Firearms Training Institute in Pahrump, Nevada, were they had life memberships.



We didn't sell the house because Ms. Fenton changed her mind and refused to commit on paper to the **\$1,750 per month in alimony, for a duration of 6-years**, as we had both previously agreed in our "settlement agreement". Hence the false claims made by Attorney Story in an attempt to justify the forced sale of our marital residence was all "abuse by process" and fraudulent. The "no trespassing" signs which Ms. Story used to smear my name before the court were designed by Ms. Fenton at her work, using their CAD software, which I revealed in the Court of Appeals. Upon which Story was required to withdraw or disaffirm her fabricated evidence per Tenn. R. Sup. Ct. 3.3(g), yet she refused. I also included texts showing that Ms. Fenton's mother liked both our signs and security cameras, because they made her feel like Ms. Fenton was safe.

As for the "op" based upon non-threatening text messages and emails, which at the advice of her counsel, my wife decided in hindsight, that she no longer wanted to receive, though having never terminated communication with me. All that Ms. Fenton needed to do was click "block" on her cell phone. I'm not a mind reader. Clearly I had some extremely legitimate reasons for contacting her and being distressed, as she sabotaged our lives financially and then secretly filed bankruptcy, requesting to forfeit our home, yet denying me notice. Followed by incorrectly calling her credit card debts mine, when I had them almost all paid off before she decided to get divorced. Ms. Fenton used her credit cards to financially and legally bully me, hiring counsel repeatedly for malicious actions in multiple courts. I have proof of everything, but so far nobody has cared about the truth. Obviously, I had no control over any of that.

The fraudulent "op" made a ton of outrageously false claims which couldn't be further from the truth. For example, I was falsely alleged to claim that I was a "member of the extraction team". Never in my life had I said those words before I read that statement absurdly woven into Story's fraudulent narrative, to *assassinate my character* before I ever entered the court. That is one of *countless* violations of professional conduct by Attorney Story.



We haven't covered 1/10th of my real evidence yet.

Attorney Story and Judge Binkley have manipulated the "op" to use Ms. Fenton as a "human shield" in an effort to *protect themselves from public exposure for their own criminal misconduct*, such as that which brought two billion dollar insurance companies and a multi-million dollar Nashville roofing company to the table, with their top-tier corporate attorneys to draft up a mutually agreeable settlement with me and my wife. They paid us our judgment plus interest, plus an additional \$10,000 to remove the dedicated YouTube Channel and WordPress blog which exposed both their horrible workmanship as well as their fraudulent and negligent business practices. Let me be clear, this exposure of their **bad business practices** filled 95% of the first four to six pages of Google when searching for their company. Despite my many attempts to mitigate both of our damages by trying to encourage them to pay our judgment **before I had to invest more time** trying to "make them", yet they refused. Unfortunately we both experienced exponentially greater losses as a result, which almost drove both our family and the roofing company into bankruptcy.

At the same time, Ms. Fenton had the Davidson County Sheriff's Office levy five of the roofing company's work trucks, including the owner's personal truck, to be auctioned off to pay our judgment. While they still had the audacity to hire an arrogant corporate bankruptcy attorney to try to smash "*ma and pa Fenton*" with a **motion to quash** while we represented ourselves *pro se*, with only a one or two day notice. Their bankruptcy attorney's game was that the trucks were the personal property of the owner, not business property. Fortunately I had already taken high resolutions photos at the impound lot, showing each truck in all its glory, outfitted with ladder racks, shingles, and shovels in the rear beds. Along with corporate logos on every side. We showed that the company was using **deceptive business practices**, with their assets in their personal names and their debts in their business name, while playing games with their operating capital, co-mingling funds, moving money from one bank to another. We **pierced their corporate veil** and they were ordered to pay our judgment or their trucks would be auctioned as scheduled.

Tennessee courts and counsel cannot "legally" deny me public redress for honest and incidentally criminal actions taken to forcefully deprive me of everything in my life. While even being inhumane enough to keep a fraudulent noose around my neck, from 600 miles away, without notice or hearing, preventing me from even being able to work for \$10-\$15 per hour from home, to help pay for my most basic essential and critical living expenses. Such as shelter/housing, soap, shampoo, shaving supplies, toilet paper, mental and physical health care, prescriptions, car insurance, auto maintenance, gas, etc... for years. That is not only inhumane and a violation of every oath of office, code of conduct, judicial canons, state and federal constitutions, civil and criminal laws, but it is also highly discriminatory ADA abuse, financial exploitation, coercion, harassment, extortion, retaliation, and interference of unconscionable proportions, which no state actors have immunity from.

Even the Bible says, that what is done in secret, shall be brought into the light. While this is 100% irrefutable evidence why there should be increased transparency and accountability in every court room, civil or otherwise. Why do you think it is, that the wealthiest county in the State of Tennessee, keeps no records or even cheap audio recordings of their civil hearings for transparency and protection of the people, from exactly this sort of collusion and corruption?

This is also definitive proof that no judge should hear an argument by an attorney whom they are "friends" with. There can be no justice in a court of "friends." This case was just two quick trials, a very complicated marriage and subsequent divorce, none of which the court or counsel cared to address, opting instead for a "decoy divorce", to take more, more quickly, than the truth would ever allow. As they say with every case of *malicious litigation* and *judicial corruption*, this is a "case within a case". The inside case of my marital relationship is hardly worth rehashing. All that is there is more loss for both of us. But the outer case of how the court and counsel unconscionably violated a multitude of state and federal laws, constitutional and otherwise, along with their oaths of office, and every level of ethical care, without the slightest appearance of "impartiality". Zero "equal and due process" or even providing a means by which I could literally survive this divorce without becoming homeless, had my mother not intervened at the age of 50. When I owned a highly desirable \$500k Brentwood home, which I had my life, my pre-marital 401k retirement savings, and around \$20k leveraged from the equity of my own per-marital duplex and home invested into the purchase of our equally deeded marital residence as "tenants by the entirety".

If it looks like a duck, if it quacks like a duck....

It is outrageously absurd to even pretend that the outcome of this case could have been caused by anything less than "close trusting friends". The damages caused by Attorney Story and Judge Binkley form the perfect argument and example for why the State of Tennessee **must** erect protections for the people, between those who **decide** the law and those who **argue** the law in their courts.

Their greed became insatiable, their cruelty unfathomable, their conduct unconscionable, and their orders inhumane.

I hope they are both **disbarred** and find themselves in **prison** cells beside Casey Moreland. They have proven him to be a stand-up guy in comparison. While that's not an easy thing to do.

I hope that the state or federal courts, and/or public outcry, holds the bad actors in this case fully accountable, so they can feel what I have felt at their abusive hands.



Whether in state or federal court, in Tennessee or afar, as long as Williamson County Chancery Court, Judge Michael Weimar Binkley, Attorney Virginia Lee Story, and Elaine Beaty Beeler keep a fraudulent *noose around my neck*, without equal or due process of law, all that I can literally do each day is fight to expose their corruption, while working toward common sense legal reform throughout the state of Tennessee. Such as not allowing adversarial counsel to write court orders against *pro se* litigants, without even allowing them to participate in the proposed/agreed order process, as is allowed in some of the more ethical judicial districts in Tennessee. It's time to turn past the page of "*plantation law*" in Tennessee. (Based on the master/servant relationship, instead of equality, with the goal of justice.)



Right before the storm came through Two hard years of fighting, to get repaired and partially compensated.

Based upon the malicious litigation & judicial corruption evident in this case, I see the following changes as both justified and needed. I see no reason other than corruption to not implement these changes, which I am suggesting to the Tennessee Supreme Court:

- Be friends with whomever you want, but **no one should be allowed to hear an argument by a "friend"**. Although Judge Binkley claimed that he can "separate" or compartmentalize opposing interests in his mind, he in fact did not. Not only did he fail to do so, he never came close. He lied to the people of Tennessee while Attorney Story publicly supported his unreasonable claims. Now through her greed, Attorney Story unmistakably revealed the truth. Judge Binkley & Attorney Story have perverted the judicial integrity of Williamson County. I can see no justification for the state of Tennessee continuing to "*play with fire*" on this issue. Without an impartial tribunal, the entire judicial system is of no value to the people of Tennessee. It becomes an overwhelming evil power yielded by a select few, who were chosen to serve the people, but instead serve themselves along with undisclosed interests.
- It is time to quit asking a man "*if he can fly*", when by **simple human nature** none of us "*can fly*". Judges are not "*super humans*". If they tell us that they are, we need to send them in for psychological evaluations, question their motives for such irrationalness, caring more about their own **entertainment** and **recreation** than the **integrity** and **impartiality** of the **judiciary** throughout our state and country. That is a clear violation of the judicial canons, and I don't know why it hasn't been fixed yet. But now I believe they have pushed the issue into **absurd clarity**.

- The Williamson County Chancery Court told me on a recorded phone conversation that the only reason there is an ADA number at the bottom of their court summonses, is in case someone needs a wheelchair brought out curbside to help them get from their vehicle into the courthouse. Insisting that beyond that, no other ADA modifications are available or provided. That is a stark violation of Tennessee's Administrative Policy Index #2.07, along with the American with Disabilities Act.
- Chancery told me in the same recorded phone call, that there aren't any forms or information available for *pro se* parties. Repeatedly recommending that I hire an attorney instead. I think that is a wonderful idea, but my wife secretly blocked me out of all of our active marital income and credit lines. Repeatedly recommending that someone do something which is not within their means is not helpful.
- I believe that the literature, signage, about the "justice for all" program, TNCourts.gov, and ADA forms should be uniform in every courthouse in the state of Tennessee.
- Furthermore, I do not believe that judicial districts should be allowed to make any "rules" which could in turn discriminate against a people group. Whether that is "socioeconomic" (it seems that I've read that term somewhere), due to disability, or just because they don't want to lose their life's savings to someone who charges 25x more per hour than they can earn.
- I came up with a nifty little tag line, "**where transparency and accountability are stifled, corruption thrives.**" If I have my way, then Attorney Story will have created her own worst nightmare, by improving the judicial integrity of the state of Tennessee.
- Along with another common sense saying (no "sense" is "common"), "*there can be no justice in a court of friends*".
- Catchy, eh?
- Ok, I've got to get this on its way. Please forgive the magnitude by which I'm overwhelmed, but then I have disabilities, which have been intentionally exploited by multiple compromised members of high repute, power, and authority. I may be expected to write a brief and stand up against another man or woman, but surely I'm afforded some protections from corruption under the laws of this great land. (*If not, that needs to change.*)
- Let's finish this up here, fairly and justly. Never again inside a Williamson County Courtroom. If this matter must be escalated to federal district court for bankruptcy fraud or Attorney Story's other crimes against me "under color of law", then she will have really made herself out to be a rank member of the court, working in the exact opposite of her *fiduciary duties* and her client's best interests, solely to continue abusing the disadvantaged and disabled party which she has unconscionably harassed, stalked, and abused.

DUE TO COVID-19

I NEED to get a JOB from HOME

Because of my Mother's Health

Which I CAN'T DO with this STUPID OP!

Please have the OP REMOVED and

EXPUNGED or Start Sending Me

SUPPORT PLEASE!

ASTHMA, ALLERGY AND IMMUNOLOGY CENTER

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

Patient Name: **Marsha Fenton**

Visit Date: 7/2/2020

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

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

IMPRESSION: Ms. Marsha Fenton has:

- 1. IgA deficiency, and
- 2. Chronic rhinosinusitis.

RECOMMENDATIONS:

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

Signed Electronically By Suresh Anne, MD

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

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

MORE EVIDENCE:

- https://rico.jefffenton.com/evidence/2019_tn-court-motions-in-chronological-order.pdf
- https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-recorded-call.mp3
- https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-call-declaration.pdf
- https://rico.jefffenton.com/evidence/2021-12-02_fbi-mark-shafer-binkley-story-corruption.mp3
- https://rico.jefffenton.com/evidence/2023-12-13_wcso-racketeering-official-oppression.pdf



**THE UNIVERSAL DECLARATION
of Human Rights**

WHEREAS recognition of the inherent dignity and of the equal and inalienable rights of all members of the human family is the foundation of freedom, justice and peace in the world,

WHEREAS disregard and contempt for human rights have resulted in barbarous acts which have outraged the conscience of mankind, and the advent of a world in which human beings shall enjoy freedom of speech and belief and freedom from fear and want has been proclaimed as the highest aspiration of the common people,

WHEREAS it is essential, if man is not to be compelled to have recourse, as a last resort, to rebellion against tyranny and oppression, that human rights should be protected by the rule of law,

WHEREAS it is essential to promote the development of friendly relations among nations,

WHEREAS the peoples of the United Nations have in the Charter reaffirmed their faith in fundamental human rights, in the dignity and worth of the human person and in the equal rights of men and women and have

determined to promote social progress and better standards of life in larger freedom,

WHEREAS Member States have pledged themselves to achieve, in co-operation with the United Nations, the promotion of universal respect for and observance of human rights and fundamental freedoms,

WHEREAS a common understanding of these rights and freedoms is of the greatest importance for the full realization of this pledge,

NOW THEREFORE THE GENERAL ASSEMBLY proclaims this Universal Declaration of Human Rights as a common standard of achievement for all peoples and all nations, to the end that every individual and every organ of society, keeping this Declaration constantly in mind, shall strive by teaching and education to promote respect for these rights and freedoms and by progressive measures, national and international, to secure their universal and effective recognition and observance, both among the peoples of Member States themselves and among the peoples of territories under their jurisdiction.

Article 1 - All human beings are born free and equal in dignity and rights. They are endowed with reason and conscience and should act towards one another in a spirit of brotherhood.
Article 2 - 1. Everyone is entitled to all the rights and freedoms set forth in this Declaration, without distinction of any kind, such as race, colour, sex, language, religion, political or other opinion, national or social origin, property, birth or other status.
Article 3 - Furthermore, no distinction shall be made on the basis of the political, jurisdictional or international status of the country or territory to which a person belongs, whether this territory be an independent State or be under non-free governing authority, or under any other limitation of sovereignty.
Article 4 - Everyone has the right to life, liberty and the security of person.
Article 5 - No one shall be held in slavery or servitude; slavery and the slave trade shall be prohibited in all their forms.
Article 6 - No one shall be subjected to torture or to cruel, inhuman or degrading treatment or punishment.
Article 7 - Everyone has the right to recognition everywhere as a person before the law.
Article 8 - All are equal before the law and are entitled without any discrimination to equal protection of the law. All are entitled to equal protection against any discrimination in violation of this Declaration and against any incitement to such discrimination.
Article 9 - Everyone has the right to an effective remedy by the competent national tribunals for acts violating the fundamental rights granted him by the constitution or by law.
Article 10 - No one shall be subjected to arbitrary arrest, detention or exile.
Article 11 - Everyone is entitled in full equality to a fair and public hearing by an independent and impartial tribunal, in the determination of his rights and obligations and of any criminal charge against him.
Article 12 - 1. Everyone charged with a penal offence has the right to be presumed innocent until proved guilty according to law in a public trial at which he has had all the guarantees necessary for a fair defence.
Article 13 - No one shall be held guilty of any penal offence on account of any act or omission which did not constitute a penal offence, under national or international law, at the time when it was committed. No shall a heavier penalty be imposed than the one that was applicable at the time the penal offence was committed.
Article 14 - No one shall be subjected to arbitrary interference with his privacy, family, home or correspondence, nor to attacks upon his honour and reputation. Everyone has the right to the protection of the law against such interference or attacks.
Article 15 - 1. Everyone has the right to freedom of movement and residence within the borders of each state.
Article 16 - 1. Everyone has the right to leave any country, including his own, and to return to his country.
Article 17 - 1. Everyone has the right to own and enjoy in absolute ownership his property.
Article 18 - 1. Everyone has the right to freedom of thought, conscience and religion; this right includes freedom to change his religion or belief, and freedom, either alone or in community with others and in public or private, to manifest his religion or belief in teaching, practice, worship and observance.
Article 19 - 1. Everyone has the right to freedom of opinion and expression; this right includes freedom to hold opinions without interference and to seek, receive and impart information and ideas through any media and regardless of frontiers.
Article 20 - 1. Everyone has the right to assemble peacefully and association.
Article 21 - 1. Everyone has the right to take part in the government of his country, either directly or through freely chosen representatives.
Article 22 - 1. Everyone has the right to social security.
Article 23 - 1. Everyone has the right to work, to free choice of employment, to just and favourable conditions of work and to protection against unemployment.
Article 24 - 1. Everyone has the right to rest and leisure, including reasonable limitation of working hours and periodic holidays with pay.
Article 25 - 1. Everyone has the right to a standard of living adequate for the health and well-being of himself and of his family, including food, clothing, housing and medical care and necessary social services, and the right to security in the event of unemployment, sickness, disability, widowhood, old age or other lack of livelihood in circumstances beyond his control.
Article 26 - 1. Everyone has the right to education. Education shall be free, at least in the elementary and fundamental stages. Elementary education shall be compulsory. Technical and professional education shall be made generally available and higher education shall be equally accessible to all on the basis of merit.
Article 27 - 1. Everyone has the right to education, education shall be free, at least in the elementary and fundamental stages. Elementary education shall be compulsory. Technical and professional education shall be made generally available and higher education shall be equally accessible to all on the basis of merit.
Article 28 - 1. Everyone has the right to education, education shall be free, at least in the elementary and fundamental stages. Elementary education shall be compulsory. Technical and professional education shall be made generally available and higher education shall be equally accessible to all on the basis of merit.
Article 29 - 1. Everyone has duties to the community in which alone the free and full development of his personality is possible.
Article 30 - Nothing in this Declaration may be interpreted as implying for any State, group or person any right to engage in any activity or to perform any act aimed at the destruction of any of the rights and freedoms set forth herein.



Adopted by the United Nations General Assembly on 10 December 1948

Truly,

Jeff Fenton

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

- https://rico.jefffenton.com/evidence/2021-03-21_knox-news-binkley-threatens-prior-restraints.pdf
https://rico.jefffenton.com/evidence/2021-03-21_knox-news-binkley-threatens-prior-restraints.mp4
https://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

Brian Manookian is the attorney whistle blower who first reported the misconduct of Judge Casey Moreland to the Tennessee Board of Judicial Conduct, before the FBI arrested him. If Attorney Manookian is also the party who reported that Judge Michael W. Binkley lied to the public when he ran for office, then Brian Manookian deserves an award for integrity and should be protected by the State of Tennessee and the Tennessee Supreme Court as a whistle blower (if either cares at all about honesty & integrity in Tennessee's judiciary).

The message this sends currently to the Middle Tennessee legal profession is both unmistakable and a stark violation of Tennessee's own constitution, "don't turn in corrupt members of the court, especially judges, or the State of Tennessee's legal apparatus will retaliate against you and revoke your license to practice law."

That is unconscionable and near "treason" by those running Tennessee and her courts to allow. Not correcting such criminal racketeering through branches of the Tennessee Supreme Court, devalues the integrity of the institution with each day and mocks the very purposes for which our courts exist and are trusted to serve in society. This further reinforces the view that our courts are beyond reasonable reform or repair, proving to the public that those in power cherish their power more than any common good or service to the people.

If private attorneys can't get justice and instead remain under the thumbs of unconstitutionally oppressive government corruption, for fear of losing their own livelihoods, then there is no cure left. Law enforcement is overwhelmed and refuses to pursue or prioritize public integrity/corruption cases, while refusing to even allow victims to file criminal complaints against corrupt members of government and the courts. Now the high court's boards of conduct have been infiltrated by people who are sympathetic to, actively involved in, or afraid to confront corruption instead of being devoted to fighting corruption in alignment with their oaths of office. That's unacceptable.

This case seeks a jury trial to hold the State of Tennessee accountable for mis-allocating public resources toward the protection, cover-up, and advancement of criminal agendas, power structures, and enterprises, while betraying public trust.

June 30, 2020

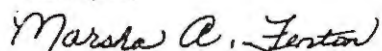
Re: IGA deficiency

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

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

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

Thank you,



Marsha A. Fenton

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

Letter Details



MICHIGAN MEDICINE
UNIVERSITY OF MICHIGAN

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

January 13, 2022

To Whom It May Concern:

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

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

From the office of:
Mariel Rosati Benjamin, MD

CC
Marsha A. Fenton

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

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ASTHMA, ALLERGY AND IMMUNOLOGY CENTER

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

Patient Name: Marsha Fenton

DOB: [REDACTED] [74 years]

Visit Date: 7/2/2020

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

Dear Dr. Peddireddy:

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

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

IMPRESSION: Ms. Marsha Fenton has:

- 1. IgA deficiency, and
- 2. Chronic rhinosinusitis.

RECOMMENDATIONS:

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

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

Respectfully,

Suresh Anne', M.D.

Signed Electronically By Suresh Anne, MD

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

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

5155 Norko Drive Flint, MI 48507	801 Joe Mann Blvd Suite L Midland, MI 48642	818 W King St. Suite 101 Owosso, MI 48867	1254 N. Main Street Lapeer, MI 48446	4792 Rochester Rd Troy, MI 48064	18161 W. Thirteen Mile Rd. Suite C Southfield, MI 48076	46325 W. 12 Mile Rd. Suite 215 Novi, MI 48377
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Lab Results Report

Asthma, Allergy and Immunology Center

Patient: FENTON, MARSHA DOB: [REDACTED] Gender: F

Order Number: 0011494	Provider: ANNE, SURESH	
Account #: 45961	Source (Lab): Quest	
Collection Time: 05/10/2018 10:43	Result Time: 05/11/2018 19:07	
Received Time: 05/10/2018 10:44	Accession #: WX534222V	
Specimen:	Volume (ml):	Fasting: NO
Comments:	Additional Information:	

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

 Performing Laboratory Information:

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

Abnormal Flags:

L Below low normal +

DUE TO COVID-19

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

ASTHMA, ALLERGY AND IMMUNOLOGY CENTER

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

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

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

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

IMPRESSION: Ms. Marsha Fenton has:

1. IgA deficiency, and
2. Chronic rhinosinusitis.

RECOMMENDATIONS:

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

Signed Electronically By Suresh Anne, MD

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: 01/09/2021

By: /s/ John C. McLemore
Trustee

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

**EXHIBITS TO
FINAL ACCOUNT**

EXHIBIT 1 – GROSS RECEIPTS

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

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

EXHIBIT 2 – FUNDS PAID TO DEBTOR & THIRD PARTIES

NONE

EXHIBIT 3 – SECURED CLAIMS

NONE

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

EXHIBIT 4 – CHAPTER 7 ADMINISTRATIVE FEES and CHARGES

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

EXHIBIT 5 – PRIOR CHAPTER ADMINISTRATIVE FEES and CHARGES

NONE

EXHIBIT 6 – PRIORITY UNSECURED CLAIMS

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

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

EXHIBIT 7 – GENERAL UNSECURED CLAIMS

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

**FORM 1
INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES**

Page No: 1

Exhibit 8

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

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

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

TOTALS (Excluding unknown value)

\$26,433.16

\$6,538.16

\$4,400.00

Gross Value of Remaining Assets

\$0.00

Major Activities affecting case closing: Case 19-bk-02693 Doc 136 Filed 01/26/21 Entered 01/26/21 17:46:21 Desc Main Document Page 5 of 8
 07/21/2020 Filed Amended Claims Recommendation.

FORM 1
INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES

Page No: 2

Exhibit 8

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

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

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

Initial Projected Date Of Final Report (TFR):

Current Projected Date Of Final Report (TFR):

/s/ JOHN C. MCLEMORE

JOHN C. MCLEMORE

FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN
 Primary Taxpayer ID #: **-***41
 Co-Debtor Taxpayer ID #:
 For Period Beginning: 4/26/2019
 For Period Ending: 1/9/2021

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

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

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

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

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

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

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

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

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

FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN [REDACTED]
 Primary Taxpayer ID #: **_***41 [REDACTED]
 Co-Debtor Taxpayer ID #:
 For Period Beginning: 4/26/2019
 For Period Ending: 1/9/2021

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

1	2	3	4	5	6	7										
Transaction Date	Check / Ref. #	Paid to/ Received From	Description of Transaction	Uniform Tran Code	Deposit S	Disbursement S	Balance									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%;"></td> <td style="text-align: center;">TOTAL - ALL ACCOUNTS</td> <td style="text-align: center;">NET DEPOSITS</td> <td style="text-align: center;">NET DISBURSE</td> <td style="text-align: center;">ACCOUNT BALANCES</td> </tr> <tr> <td></td> <td></td> <td style="text-align: right;"><u>\$4,400.00</u></td> <td style="text-align: right;"><u>\$4,400.00</u></td> <td style="text-align: right;"><u>\$0.00</u></td> </tr> </table>								TOTAL - ALL ACCOUNTS	NET DEPOSITS	NET DISBURSE	ACCOUNT BALANCES			<u>\$4,400.00</u>	<u>\$4,400.00</u>	<u>\$0.00</u>
	TOTAL - ALL ACCOUNTS	NET DEPOSITS	NET DISBURSE	ACCOUNT BALANCES												
		<u>\$4,400.00</u>	<u>\$4,400.00</u>	<u>\$0.00</u>												

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

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

For the entire history of the case between 12/06/2019 to 1/9/2021

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

/s/ JOHN C. MCLEMORE

JOHN C. MCLEMORE

Jeff Fenton

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

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

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

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

Hello Mr. Hivner and Everyone Else,

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

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

PLEASE USE THIS UPDATED LINK:
https://1drv.ms/u/s!AIWyAYYGDEXa6lFyKIV2wOy_ya-Q?e=rJXI8c

This same information is also available on my SECURE (Password Protected) website, intended to improve communication with the Court and other supervisory/regulatory/judicial/law enforcement agencies at the URL below:

- https://tennesseecitizen.com/media/2021-01-27_supreme-court.zip

- **USERNAME: FENTON**
- **PASSWORD: FENTON**
- (both all caps)

This constitutes LEGAL SERVICE to all parties.

Please let me know if anyone has questions or concerns.

Thanks.

Jeff Fenton

17195 Silver Parkway # 150
Fenton, MI 48430-3426

Phone: (615) 837-1300

Fax: (810) 255-4438

From: Jeff Fenton

Sent: Wednesday, January 20, 2021 12:04 AM

To: Jeff Fenton [REDACTED] Jim Hivner <Jim.Hivner@tncourts.gov>; Lisa Marsh <Lisa.Marsh@tncourts.gov>; appellatecourtclerk <appellatecourtclerk@tncourts.gov>; elaine.beeler@tncourts.gov; john.coke@tncourts.gov; appellatecourtclerk <appellatecourtclerk@tncourts.gov>

Cc: Virginia Story <virginia@tnlaw.org>; Kathryn Yarbrough <kyarbrough@tnlaw.org>; marybeth@rothschildbklaw.com; complaints@tbpr.org

Subject: RE: TN Courts: Help Request Form - Appeal to Supreme Court (REQUEST TO ESCALATE CASE FROM APPELLATE TO SUPREME COURT)

Importance: High

Hello Mr. Hivner,

IF anybody did not receive the email below, because the attachments were too large, I've REVISED the ONEDRIVE file, with the attachments bundled inside, to drastically reduce the size of this email.

PLEASE USE THIS UPDATED LINK BELOW, IF YOU HAD PROBLEMS WITH THE LARGER EMAIL (it was too large to email):

➤ <https://1drv.ms/u/s!AlWYAYYGDEXa6lCnnBWMR70bw6Pc?e=fTaMo4>

Anyone with this link, can download the file, including you Ms. Story, Ms. Ausbrooks, and Ms. Beeler, so please download the attached zip file for my appeal from the Appellate to the Tennessee Supreme Court.

Thank you! 😊

Jeff Fenton

17195 Silver Parkway # 150

Fenton, MI 48430-3426

Phone: (615) 837-1300

Fax: (810) 255-4438

From: Jeff Fenton

Sent: Tuesday, January 19, 2021 11:47 PM

To: Jim Hivner <Jim.Hivner@tncourts.gov>; Lisa Marsh <Lisa.Marsh@tncourts.gov>; appellatecourtclerk <appellatecourtclerk@tncourts.gov>; elaine.beeler@tncourts.gov; john.coke@tncourts.gov; appellatecourtclerk <appellatecourtclerk@tncourts.gov>

Cc: Virginia Story <virginia@tnlaw.org>; Kathryn Yarbrough <kyarbrough@tnlaw.org>; marybeth@rothschildbklaw.com; complaints@tbpr.org

Subject: RE: TN Courts: Help Request Form - Appeal to Supreme Court (REQUEST TO ESCALATE CASE FROM APPELLATE TO SUPREME COURT)

Importance: High

Hello Mr. Hivner,





4 bd | 3 ba | 2,640 sqft
1986 Sunny Side Dr, Bre

● Sold: \$540,000 | Sold on

Est. refi payment: \$2,293/

Home value Owner to

PLEASE DOWNLOAD THE COURT FILING & EVIDENCE FROM THE LINK BELOW (it was too large to email):

➤ <https://1drv.ms/u/s!AIWyAYYGDEXa6k-ig4i6dTF4pcYm?e=cuZqF2>

Anyone with this link, can download the file, including you Ms. Story, Ms. Ausbrooks, and Ms. Beeler, so please download the attached zip file for my appeal from the Appellate to the Tennessee Supreme Court.



(To need to spend 12-16 hours everyday sifting through remnants of the life that was STOLEN from you, just to GET FREE, do you KNOW HOW INHUMANE THAT IS? I have WASTED 4,000 HOURS of my LIFE this past year, SEEKING the SMALLEST DROP of JUSTICE!)

Just weeks later, it did, court records show.

Binkley slapped the attorney, Brian Manookian, and his legal partner with more than **\$700,000** in sanctions in a hotly contested battle between warring lawyers in a lawsuit.



Former Nashville judge Casey Moreland

Former Nashville Judge Casey Moreland pleaded guilty in May, admitting he attempted to bribe an ex-paramour and that he conspired to steal from a program for recovering drug addicts.

Now, a state appellate court is booting Binkley off the bench in that case and striking down his sanctions order in an opinion that lays bare the very thing Binkley wanted to hide.

Binkley had been caught in a prostitution sting in **2010**, two years before he was elected to the bench. But one of Tennessee's most powerful judges - former Davidson County General Sessions Court Judge Casey Moreland - erased all record of it.

"Once the court revealed its thoughts about Mr. Manookian in open court, one might reasonably question whether the court had reached a prejudged conclusion as to the contempt order," the Tennessee Court of Appeals opinion stated.

"When the judge mused that 'my day will come,' the judge also said that day is 'just about here' - less than a month before awarding supplemental damages and finalizing the contempt order."

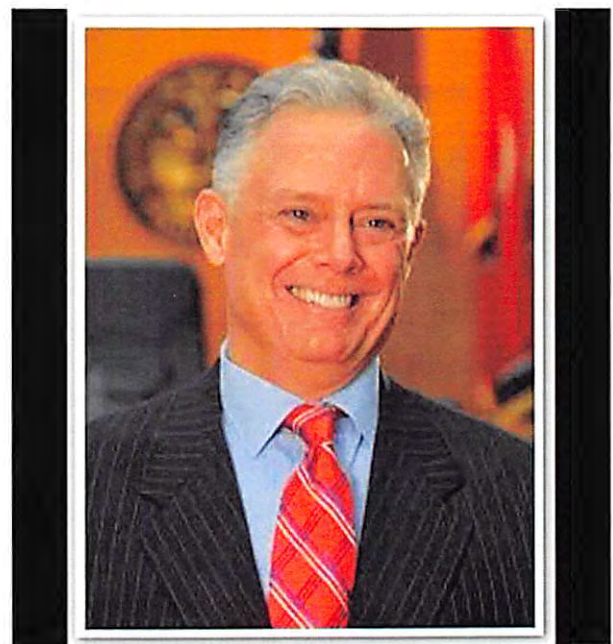
Binkley did not return a phone call seeking comment.

Judicial secrets abound

Moreland was considered one of Nashville's most powerful judges. The **FBI** would later reveal **his dark side**: trading court favors for sex, stealing money from the recovery court he founded and hosting trips with fellow judges and lawyers at which prostitutes were hired and marijuana was smoked.

Moreland's dark side was still under wraps, though, when Binkley - then a lawyer who wanted to be a judge - was nabbed in a prostitution sting on Dickerson Avenue in **2010**, according to records reviewed by Knox News.

Moreland erased all record of the charge against Binkley the very same day. With his secret safe, Binkley ran for election to the Williamson County bench in **2012** and won.



Williamson County Circuit Court Judge Michael Binkley was removed from a case by an appellate court that ruled his impartiality was compromised by threats of retribution he made about one of the lawyers in the case. *Tennessee Supreme Court*

An anonymous complaint to the Tennessee Board of Judicial Conduct about Moreland's behavior and the secret expungement of Binkley's arrest became public when it was leaked to Nashville journalists in February **2017**.

Binkley was convinced Manookian had something to do with that leak, though it's still not clear why the attorney was at the top of his suspect list.

'My day will come'

Binkley - who even now refuses to publicly acknowledge his **2010** arrest and Moreland's secret expungement - suspected Manookian as early as May **2017**, the appellate opinion states.



Nashville lawyer Brian Manookian was hit with \$700,000 in contempt sanctions by Williamson County Circuit Court Judge Michael Binkley before an appellate court pulled Binkley from the case and struck down the sanctions. *Submitted*

Manookian is a wealthy attorney known for his harsh rhetoric in interactions with opposing lawyers and even judges. He's been repeatedly slapped with complaints to the Tennessee Board of Professional Responsibility and has drawn temporary suspensions more than once.

Binkley publicly vowed revenge against Manookian in a speech to attorneys obtained by Knox News and from the bench.

"Now, what do I do when I'm sitting there watching (a media report), and my family is watching it, and all my friends are watching it?" Binkley said from the bench during a case that had nothing to do with Manookian.

"And as a judge it's probably good that I don't say a word," Binkley continued. "It's very difficult. But my day will come. And it's just about here ... I feel like it's necessary for me to be crystal clear, transparent and clear. I did not like what Mr. Manookian did at all, and my day will come."

Just weeks later, in July **2018**, Binkley hit Manookian with more than **\$700,000** in contempt sanctions, labeling the attorney a leak and a liar. Manookian said he was innocent of both claims and wanted a new hearing before a new judge.

Binkley refused.

"What people are doing to judges, making up stuff in the media when it's totally false, it's happening," Binkley told a crowd of lawyers in a speech a few months later. "I've never turned in a lawyer in my entire career. But there's one, Brian Manookian, I'm going to turn in. And I've got **70** different examples, and I'm not stopping."

Court: Vengeance is not yours

Binkley followed through with his threat, filing a series of complaints with the Tennessee Board of Professional Responsibility against Manookian.

Manookian, meanwhile, appealed the sanctions order.

In a ruling issued last month, the appellate court said there was no way the public could have faith in Binkley's fairness to Manookian given the judge's vows of revenge.

"Taken in context, a reasonable person would construe (Binkley's vow of revenge) as indicating that the judge may have sought retribution against Mr. Manookian for a perceived wrongdoing unrelated to the contempt charges," the appellate court ruled.

"Because the trial court's impartiality might reasonably be questioned, the court should have recused itself," the opinion stated.



The U.S. Attorney's Office, Middle District of Tennessee, discusses the charges against Judge Casey Moreland on March 28, 2017. Moreland later resigned; however, city officials continue scrutinizing cases in his court. *Shelley Mays|File|USA Today Network - Tennessee*

The appellate court is striking down Binkley's sanctions order and ordering up a new hearing before a new judge. Manookian, meanwhile, is fighting Binkley's board complaints. In a document obtained by Knox News, Binkley is demanding secrecy if he submits to a deposition about his board complaints.

Jamie Satterfield is East Tennessee's award-winning expert in legal and investigative journalism.

[Facebook](#) | [Twitter](#) | [Email](#) | [865-310-8499](tel:865-310-8499)

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PART OF THE USA TODAY NETWORK

AO 91 (Rev. 11/11) Criminal Complaint

UNITED STATES DISTRICT COURT

for the

Middle District of Tennessee

United States of America

v.

Case No. 3:18mj3002

Cason Moreland

Defendant(s)

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of Feb. 1, 2017 to Feb. 14, 2018 in the county of Davidson in the Middle District of Tennessee, the defendant(s) violated:

<i>Code Section</i>	<i>Offense Description</i>
18 U.S.C. 1512	Tampering with a witness, victim, or an informant
18 U.S.C. 1519	Destruction, alteration, or falsification of records in Federal investigations

**Managed out of the Memphis Field Office
"Nashville Resident Agency" (Satellite)**
2868 Elm Hill Pike, Nashville, TN 37214

FBI Special Agent Mark Shafer
Email: mshafer@fbi.gov
Phone: (615) 232-7513

This criminal complaint is based on these facts:
See the attached Affidavit of FBI Special Agent Mark Shafer.

Continued on the attached sheet.



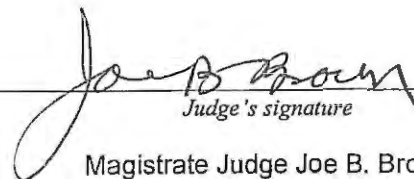
Complainant's signature

FBI Special Agent Mark Shafer

Printed name and title

Sworn to before me and signed in my presence.

Date: 02/28/2018



Judge's signature

Magistrate Judge Joe B. Brown

Printed name and title

City and state: Nashville, TN

Memphis — FBI

https://www.fbi.gov/contact-us/field-offices/memphis

An official website of the United States government. Here's how you know

MORE CONTACT US FIELD OFFICES **FBI** Search

MEMPHIS

News Wanted By The FBI Community Outreach



Featured Story

FBI Honors Fallen During 2022 Police Week Events



As the nation recognizes Police Week, FBI Director Christopher Wray expressed his gratitude to law enforcement officers nationwide.

Recent News

06.16.2022 [FBI Warns Tennesseans About Sexual Assaults on Airplanes](#)

06.14.2022 [Former Memphis Police Officer Indicted for Sexually Assaulting a Female Crime Victim](#)

06.07.2022 [Memphis Man Sentenced to 11 Years for Leading Role in Cocaine Distribution Conspiracy](#)

Contact Us

225 North Humphreys Boulevard
Suite 3000
Memphis, TN 38120
(901) 747-4300

Special Agent in Charge



Douglas Korneski

Assistant Special Agents in Charge

- Jeremy N. Baker
- Matt Foster
- Bryan McCloskey

Reporting Crime

You can report suspicious activities and crime by contacting your local FBI office 24 hours a day, seven days a week. You can also submit a tip electronically at tips.fbi.gov.

Hiring and Recruitment



Visit FBIJobs.gov for information on current hiring and recruitment opportunities, including internships and collegiate hiring.

Resident Agencies

Along with our main office in Memphis, we have five satellite offices, known as resident agencies, in the area.

- ▶ Clarksville
- ▶ Columbia
- ▶ Cookeville
- ▶ Jackson
- ▶ Nashville

Counties covered: Davidson, Sumner, Rutherford, and Williamson



Tweets by @FBIMemphis

FBI Memphis @FBI.memphis

The #FBI wants to prevent you from becoming victims of virtual kidnapping for ransom schemes. Victims get calls from criminals claiming to have kidnapped their loved ones and threaten to harm them unless a ransom is paid. Learn more here: ow.ly/rBAz50JGtKu.



Embed View on Twitter



FBI.gov Contact Center



Details

Contacts

Documents

Tax

Location

FBI Building Off-Market

2868 Elm Hill Pike, Nashville, TN 37214

Property Type
Office - Government Office

Property Size
31,000 SF

Lot Size
3 Acre

Parking Spaces Avail.
136

Parking Ratio
4.40/ 1,000 SF

Property Tenancy
Single Tenant

Building Class
B

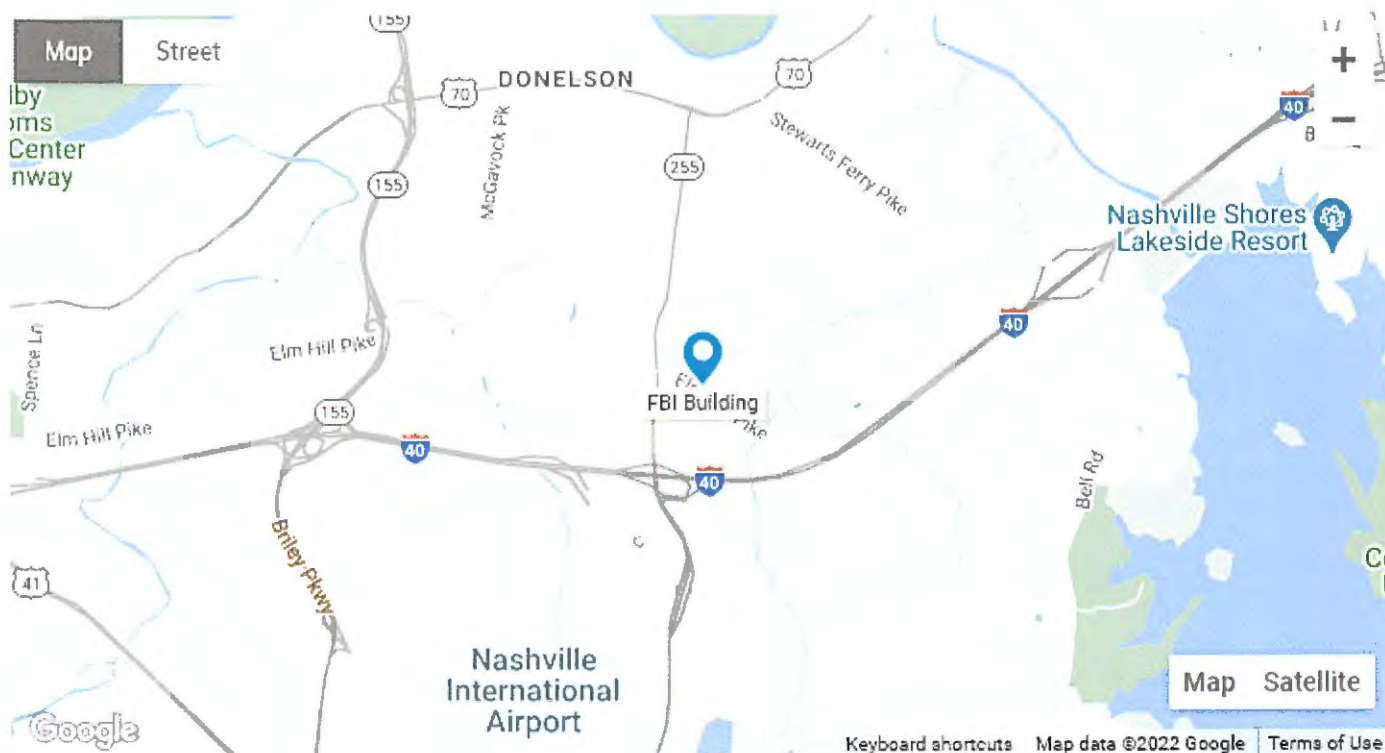
Year Built
2005

Sales

Purchase Date
13 Jan, 2022

Purchase Price

Location



Frequently Asked Questions

What is the total square footage of FBI Building?

FBI Building totals 31,000 square feet.

When was this property built?

FBI Building was built in 2005.

When was FBI Building last sold?

FBI Building was last sold on 13 Jan, 2022.

FBI Building, Nashville, TN 37214 - Office Space

FBI Building is located at 2868 Elm Hill Pike in the Donelson neighborhood, TN, Nashville, 37214.

The Class B Office building was completed in 2005 and features a total of 31,000 SF.

Case Summary

3:18-mj-03002 All Defendants USA v. Moreland

Date filed: 02/28/2018

Date of last filing: 03/14/2018

Cason Moreland (1)

Office: Nashville

County: Davidson

Other Court Case: None

Filed: 02/28/2018

Terminated:

Reopened:

Complaint

Citation:

Offense Level: 4

18:1512 Tamper with a witness, victim or informant, 18:1519 Destruction, alteration, or falsification of records in a federal investigation

Defendant Custody Status: Custody This Court

Defendant: Cason represented Peter J. Strianse(Designation Retained) **Phone:**(615) 244-2770
Moreland by

Fax: (615) 244-2778

Email: pstrianse@tewlawfirm.com

Plaintiff: USA represented Cecil W. VanDevender(Designation
by Assistant US Attorney)

Phone:(615) 401-6595

Fax: (615) 401-6626

Email: cecil.vandevender@usdoj.gov

AO 91 (Rev. 11/11) Criminal Complaint

UNITED STATES DISTRICT COURT

for the

Middle District of Tennessee

United States of America

v.

Cason Moreland

Defendant(s)

Case No. 3:18mj3002

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of Feb. 1, 2017 to Feb. 14, 2018 in the county of Davidson in the Middle District of Tennessee, the defendant(s) violated:

Table with 2 columns: Code Section, Offense Description. Rows include 18 U.S.C. 1512 (Tampering with a witness, victim, or an informant) and 18 U.S.C. 1519 (Destruction, alteration, or falsification of records in Federal investigations).

This criminal complaint is based on these facts:

See the attached Affidavit of FBI Special Agent Mark Shafer.

Continued on the attached sheet.

Handwritten signature of Mark Shafer

Complainant's signature

FBI Special Agent Mark Shafer

Printed name and title

Sworn to before me and signed in my presence.

Date: 02/28/2018

Handwritten signature of Joe B. Brown

Judge's signature

Magistrate Judge Joe B. Brown

Printed name and title

City and state: Nashville, TN

to whom I or others have spoken or whose reports I have read and reviewed. Such statements are among many statements made by others and are stated in substance and in part unless otherwise indicated. Where statements from recorded calls or meetings are set forth in quotation marks, these quotes represent an attempt at rough transcription based on the recordings, which have not been officially transcribed. This affidavit does not contain all the information known to me regarding this investigation but only what I believe to be sufficient facts for the sole purpose of establishing probable cause for the arrest of Cason (“Casey”) MORELAND. Therefore, I have not set forth each and every fact that I have learned during the course of this investigation. Facts not set forth herein are not being relied upon in reaching my conclusion that an arrest warrant should be issued. Nor do I request that the Court rely on any facts not set forth herein.

3. This affidavit is presented in support of an arrest warrant for Cason (“Casey”) MORELAND, and a complaint charging that, beginning in or about February 2017 and continuing on through at least February 13, 2018, in the Middle District of Tennessee and elsewhere, MORELAND did knowingly obstruct justice through destruction of records, in violation of Title 18, United States Code, Sections 1519 and 2, and attempt to obstruct justice through witness tampering, in violation of Title 18, United States Code, Section 1512(b)(1).

THE FEDERAL CRIMINAL INVESTIGATION INTO MORELAND

Background of the Investigation & Indictment

4. Until on or about April 4, 2017, MORELAND was a Judge on the General Sessions Court of Metropolitan Nashville & Davidson County, Tennessee. MORELAND presided over Division X of the General Sessions Court and heard civil, criminal, and traffic cases. MORELAND had previously served as Presiding Judge of the General Sessions Court and directed the administration of two specialized court programs—the General Sessions Drug Treatment Court

STATEMENT IN SUPPORT OF COMPLAINT

I, Mark Shafer, being duly sworn, deposes and states as follows:

1. I am a Special Agent with the Federal Bureau of Investigation (“FBI”) and have been so employed for twenty years. As a Special Agent, I am charged with the responsibility of investigating violations of the laws of the United States Code, including, but not limited to, violations of Title 18, United States Code, Sections 666 (federal programs theft/bribery), 1341, 1343, and 1346 (honest services fraud), 1951 (Hobbs Act extortion under color of official right), as well as Sections 1503, 1510, 1512, 1513, and 1519 (obstruction of justice), and collecting evidence in matters in which the United States is or may be a party of interest. I have received specialized training to perform those official duties and responsibilities. I have been exposed to a variety of investigative techniques and resources, which include, but are not limited to, physical surveillance, electronic surveillance, monitoring court-authorized wiretaps, managing the use of confidential sources (“CS”), consensual monitoring of conversations, the use of vehicle tracking devices, conducting searches of physical locations, and conducting searches of electronic storage media, e.g., computers, cell phones, and other digital storage devices, all of which may be utilized to retain information such as, among other things, documents, e-mails, text messages, pictures, voice notes, contact lists and call logs.

2. I have personally participated in the investigation set forth below. I am familiar with the facts and circumstances of the investigation from discussions with Special Agents and Analysts with the FBI; from my discussions with witnesses involved in the investigation; from my review of recordings made during the course of the investigation; and from my review of other records and reports relating to the investigation. Unless otherwise noted, wherever in this affidavit I assert that a statement was made, the information was provided by an FBI Special Agent or Analyst, or a witness who may have had either direct or hearsay knowledge of that statement and

(now known as the General Sessions Recovery Court), and the Cherished H.E.A.R.T.S. program—until his resignation from those positions on or about February 3, 2017.

5. On or about January 25, 2017, the FBI opened a federal criminal investigation into whether MORELAND and others violated federal anti-corruption statutes, including 18 U.S.C. Sections 1341, 1343, and 1346 (honest services fraud); and 18 U.S.C. Section 1951 (Hobbs Act extortion under color of official right).

6. In or about February 2017, a federal grand jury in the Middle District of Tennessee began to investigate whether MORELAND and others had violated federal anti-corruption laws. The grand jury issued its first subpoena in furtherance of the investigation on or about February 15, 2017.

7. The federal criminal investigation initially centered on allegations that MORELAND solicited, accepted, and extorted things of value—including sexual favors, travel, and lodging—from persons with whom he had close personal relationships, in return for performing official acts that benefitted these persons and their associates. As described in greater detail below, the federal criminal investigation also encompasses allegations that MORELAND participated in a scheme to steal, for his own personal use, funds belonging to the Davidson County Drug Court Foundation (the “Drug Court Foundation”),¹ in violation of 18 U.S.C. Section 666.

8. On or about March 28, 2017, I submitted a criminal complaint in the Middle District of Tennessee, stating that MORELAND had violated 18 U.S.C. Sections 1510, 1512, and 1513; on or about April 26, 2017, a federal grand jury in the Middle District of Tennessee returned a five-count indictment, alleging that MORELAND had violated 18 U.S.C. Sections 2, 1510(a), 1512(b)(3), 1512(c)(2), 1513(e), and 1519 by, among other things, attempting to persuade and

¹ The Drug Court Foundation is now known as the Tennessee Recovery Foundation.

bribe a woman with whom he had had a sexual relationship to sign an affidavit containing false statements, and scheming to plant drugs in that woman's car to discredit her. Specifically with respect to the bribe, the indictment alleges that on or about March 11, 2017, MORELAND provided \$5,100 in cash to be used to persuade the woman to sign the affidavit, and that he provided an additional \$1,000 in cash later that same day. The indictment is pending in the Middle District of Tennessee.

MORELAND's Knowledge of the Investigation in February 2017

9. There is probable cause to believe that MORELAND was well aware of the federal investigation in February 2017.

10. On or about February 1, 2017, FBI agents, identifying themselves as such, made contact with MORELAND and attempted to interview him. CS-1, discussed in more detail below, was present and observed FBI agents contacting MORELAND. MORELAND advised the agents to speak to his attorney. MORELAND's attorney then contacted the U.S. Attorney's Office.

11. On or about February 23, 2017, MORELAND's attorney met with the U.S. Attorney's Office to discuss the status of the criminal investigation.

12. On or about February 7, 2017, the local media publicly reported the existence of the federal criminal investigation into MORELAND's conduct. *See* Stacey Barchenger, *FBI Looks Into Allegations Involving Nashville Judge Casey Moreland*, THE TENNESSEAN, Feb. 7, 2017; Ben Hall & Phil Williams, *FBI Investigates Nashville Judge's Relationships*, NEWSCHANNEL 5, Feb. 7, 2017.

**MORELAND'S RELATIONSHIPS WITH
THE DRUG COURT FOUNDATION AND CS-1**

The Drug Treatment Court & the Drug Court Foundation

13. The General Sessions Drug Treatment Court was a program designed to address certain criminal defendants' substance abuse issues by, among other things, referring them to, and monitoring their participation in, outpatient drug treatment and counseling programs. MORELAND oversaw the Drug Treatment Court before resigning from that position. Numerous others assisted MORELAND as part of a "team" monitoring Drug Treatment Court participants' progress, including representatives from the local Office of the District Attorney General, the Public Defender's Office, and treatment providers.

14. The Drug Court Foundation was created in or about 2009 as an independent nonprofit entity organized under 26 U.S.C. Section 501(c)(3). Although it was ostensibly managed by a Board of Directors, of which MORELAND was not a member, MORELAND took an active role in the Drug Court Foundation's management. Additionally, MORELAND's judicial assistant (employed in that position by Metropolitan Government of Nashville and Davidson County) was employed by the Drug Court Foundation as its bookkeeper. In that capacity, MORELAND's judicial assistant controlled the Drug Court Foundation's checkbook and had authority to write checks on its behalf.

15. In or about 2012, the Drug Court Foundation launched the Court Foundation Center.² The Court Foundation Center was an outpatient treatment facility designed to provide substance abuse counseling services, in the form of group sessions held approximately three times

² The Court Foundation Center is now known as the Tennessee Center for Change.

each week. The day-to-day manager of the Court Foundation Center was CS-1, who conducted various administrative and managerial tasks and personally ran some group counseling sessions.

16. The vast majority of participants in the Court Foundation Center's treatment services were referred there by the General Sessions Drug Treatment Court team, over which MORELAND presided. Costs associated with these participants, including an hourly wage for CS-1 (up to an agreed-upon cap based on the availability of funds), were reimbursed by the Drug Court Foundation.³ Invoices for the Court Foundation Center's costs were routinely submitted to MORELAND's judicial assistant, who would routinely write checks from the Drug Court Foundation in response.

17. In addition to participants referred by the Drug Treatment Court team, the Court Foundation Center treated people who were not before the Drug Treatment Court, such as certain individuals charged with driving under the influence of alcohol who were eligible to participate in an outpatient treatment program in exchange for a reduction in their prison sentences. These individuals, known as "self-pay" clients, were required to pay for their treatment in cash or via money order; self-pay clients were initially charged approximately \$500 for a six-month course of outpatient counseling sessions, although at some point that amount increased to approximately \$750. However, self-pay clients participated in the same group counseling sessions as participants referred from Drug Treatment Court; thus, expenses associated with their treatment such as rent, utilities, and an hourly wage for CS-1 were effectively paid by the Drug Court Foundation.

³ For a period after the Court Foundation Center was created, funding from the Drug Court Foundation was occasionally inadequate to cover the costs associated with all participants, and the Court Foundation Center effectively treated some participants for free.

18. Court Foundation Center staff maintained records of attendance at counseling sessions by all participants (“attendance logs”), as well as records reflecting payments by self-pay clients (“receipts”).

MORELAND’s and CS-1’s Arrangement to Keep Cash⁴

19. Until in or about 2016, with MORELAND’s knowledge and approval, CS-1 kept the cash paid by self-pay clients for herself in addition to billing the Drug Court Foundation for her time. Between the creation of the Court Foundation Center and the end of 2016, the volume of self-pay clients increased, and by early 2016 CS-1 was keeping thousands of dollars in cash each month.

20. In or about spring 2016, CS-1 became uncomfortable with the large quantities of cash she was taking, and she approached MORELAND with her concerns. MORELAND suggested that CS-1 begin bringing him half of the cash she kept each month: he told her to bring half of the cash in an envelope to his personal office in the General Sessions courthouse. CS-1 complied, bringing MORELAND half of the cash from self-pay clients she received each month, typically leaving a plain white envelope containing the cash on MORELAND’s desk while MORELAND himself was not present.

21. Later in 2016, CS-1 returned to MORELAND and again expressed discomfort with the cash she was taking. CS-1 told MORELAND that, instead of keeping cash from self-pay clients, she would prefer to be permitted to submit invoices for all of her hours worked without having to reduce them to a specified limit. MORELAND agreed, telling CS-1 that she could submit invoices for all of her hours worked, and that in exchange CS-1 should begin delivering all

⁴ Unless otherwise indicated, the facts recounted in this section are based on CS-1’s account of events.

of the cash she received from self-pay clients to him. CS-1 began doing so, again typically leaving a plain white envelope containing the cash on MORELAND's desk while MORELAND was absent from his office.

22. CS-1's payments to MORELAND continued until in or about February 2017, as the federal investigation was underway.

*MORELAND's Request that CS-1 Store Cash*⁵

23. In or about February 2017, CS-1 and MORELAND were both present in the General Sessions courthouse, having participated in a Drug Treatment Court meeting. MORELAND asked CS-1 to meet him in the building's parking garage following the meeting; in the parking garage, he handed her an envelope full of cash, which appeared to CS-1 to be identical to the envelopes full of cash she had routinely brought to MORELAND's office. MORELAND told CS-1 to hold onto the money, and to buy a lockbox in which to store it. On or about February 15, 2017, CS-1 purchased a lockbox (after texting a picture of the lockbox to MORELAND for MORELAND's approval) and kept the cash MORELAND had given her inside the lockbox, which she stored in a filing cabinet at the Court Foundation Center. CS-1 sought and obtained reimbursement for her purchase of the lockbox from MORELAND's judicial assistant.

24. Several weeks later, in or about March 2017, MORELAND contacted CS-1 and asked her to bring him the cash at his sister's house. CS-1 brought him the cash as requested. MORELAND removed the cash from the envelope and counted it in front of CS-1; the total amount of cash in the envelope came to approximately \$6,000, and the denominations of the bills were consistent with the denominations of the bills CS-1 routinely brought to MORELAND's office.

⁵ Unless otherwise indicated, the facts recounted in this section are based on CS-1's account of events.

25. MORELAND told CS-1 that the money would ensure “she told the truth,” or words to that effect. Based on the timing and context of that conversation, I believe it is reasonable to conclude that MORELAND was referring to the bribe payment referred to above in paragraph 8 in connection with a draft affidavit.

**MORELAND’S SCHEME TO DESTROY
COURT FOUNDATION CENTER RECORDS⁶**

26. In or about mid-February 2017, MORELAND and CS-1 discussed the records that the Court Foundation Center maintained. MORELAND suggested that CS-1 destroy all records that would reflect cash paid to the Court Foundation Center: specifically with respect to those records, MORELAND told CS-1 words to the effect of: “Make sure everything is taken care of.” CS-1 believed based on that conversation that MORELAND wanted those records to be inaccessible to law enforcement.

27. On or about March 2, 2017, CS-1 gathered up the Court Foundation Center’s receipts and attendance logs covering the period from approximately 2012 through approximately 2016. CS-1 tore up those records into pieces and deposited the pieces in a dumpster behind the Court Foundation Center building.

28. Following CS-1’s destruction of the Court Foundation Center’s records, MORELAND and CS-1 had another conversation, during which MORELAND asked CS-1 whether “everything was taken care of over there,” or words to that effect. CS-1 informed MORELAND that the records were destroyed, and MORELAND responded approvingly.

29. Following that interaction, CS-1 and MORELAND continued to stay in touch with one another, including on occasion by meeting in person for lunch. These contacts included a

⁶ Unless otherwise indicated, the facts recounted in this section are based on CS-1’s account of events.

lunch meeting between the two of them on or about December 22, 2017, and a series of text messages regarding a potential future lunch meeting between the two of them on or about January 22, 2018. -

**MORELAND'S RECORDED CONVERSATIONS WITH CS-1
AND HIS ATTEMPT TO INFLUENCE CS-1'S TESTIMONY**

30. Beginning on or about January 29, 2018, CS-1 met several times with FBI agents conducting the above-described investigation. CS-1 agreed to meet and consensually record a conversation with MORELAND. At the FBI's direction, CS-1 arranged to meet with MORELAND for lunch on or about February 9, 2018, by telling him that she wanted to talk about having been approached by federal investigators. CS-1 agreed to tell MORELAND that she had been subpoenaed to testify before a grand jury, and to express concerns that investigators would learn about the cash she had brought MORELAND from the self-pay clients. In addition to that recorded conversation during the lunch meeting, CS-1 consensually recorded a telephone call with MORELAND after their lunch on or about February 9, 2018; exchanged text messages with MORELAND following the telephone call on or about February 9, 2018; consensually recorded a telephone call with MORELAND on or about February 13, 2018; and consensually recorded a telephone call with MORELAND on or about February 14, 2018.

31. On or about February 9, 2018, during their consensually recorded conversation at lunch, CS-1 told MORELAND that she had received a subpoena for the "Wednesday [i.e., February 14, 2018] grand jury." MORELAND repeatedly pressed CS-1 for details of what the FBI had asked her,⁷ and during the subsequent consensually recorded telephone call he asked her

⁷ In response to one such inquiry, CS-1 told MORELAND that investigators "asked about—they want all the receipts and books and all of that, and the receipt book, of course, is gone, you know, like we talked about last time. But there is an attendance log, and that shows all of the people that—cash people." MORELAND replied, "Just 'cause they came don't mean they paid."

to call him after she testified before the grand jury. MORELAND further requested that she provide him with a copy of all documents she produced in response to the grand jury subpoena. When CS-1 advised him that the full document production would be voluminous, MORELAND asked that she instead provide him with a list of documents produced.

32. During the lunch meeting on or about February 9, 2018, and in various recorded conversations that followed, CS-1 repeatedly told MORELAND that she was concerned about whether anyone else knew that she had delivered envelopes full of cash to his office. At certain points, MORELAND denied any knowledge of these cash payments. At other points, however, MORELAND responded in ways that indicated he was in fact well aware of them. For example:

- a. On or about February 9, 2018, CS-1 asked MORELAND whether particular named individuals knew about her bringing cash to him in his office. In response, MORELAND assured her that “not a soul” knew, “not even Jackie.” I believe that MORELAND’s reference to “Jackie” was a reference to his wife.
- b. On or about February 9, 2018, CS-1 told MORELAND that she was worried that there would be “cameras or something” that would show her putting envelopes on his desk. In response, MORELAND stated, “I had stuff put on my desk all the time.”
- c. On or about February 14, 2018, CS-1 told MORELAND that she had just testified in front of the grand jury and had “told them about me collecting the cash, about me giving you cash, about the lockbox, about me bringing cash out to your sister’s

CS-1 asked, “But what if they know it? What if they contact those people?” MORELAND responded, “That’s a lot of contacting.”

house. I told them all of it.” After a long pause, MORELAND responded, “All right.”

33. During the lunch meeting on or about February 9, 2018, and in various recorded conversations that followed, CS-1 also repeatedly asked MORELAND what she should do about the fact that she, while acting at his direction, had destroyed the receipt book containing records of the clients who had paid cash. MORELAND’s responses corroborated CS-1’s statements that MORELAND had in fact directed her to destroy the receipt book. For example:

- a. On or about February 9, 2018, CS-1 asked MORELAND what she should say if “they ask me about the receipt book? Where’s the receipt book?” MORELAND responded, “Where is it?” After several seconds during which no intelligible conversation can be heard on the audio recording of their conversation, CS-1 stated, “Yes, it’s gone. Just like we talked about.” MORELAND stated, “If it’s gone, it’s gone.” CS-1 then asked, “But what are they gonna say? What are they gonna say about why it’s gone? ‘Well, [CS-1], where are these receipt books?’” MORELAND told CS-1: “Well, just say, look, for the longest time you didn’t write receipts. Very few paid. Most people had grants and stuff like that. All that money went to the Foundation.”
- b. On or about February 9, 2018, CS-1 told MORELAND that the FBI had spoken to her about “all the records I need to bring” to grand jury. CS-1 added, “And of course there’s going to be the glaring hole about the receipt book. And that, you know, was destroyed last year. What am I going to say about that?” MORELAND responded, “Well, if it’s lost, it’s lost. If it’s gone, it’s gone. Ain’t the only thing

to have gone missing down there. I mean, we don't deal with the most honest people in the world to begin with."

- c. On or about February 9, 2018, CS-1 again told MORELAND that the FBI "want[s] receipt books, I don't have those." MORELAND responded, "You got some now, though, don't you?" CS-1 acknowledged that she did have new receipts books, but that they only went back to 2017. CS-1 again predicted that she would be asked "what happened to the ones before then?" MORELAND asked her what she would say if asked, and CS-1 responded, "I can't say, well, I destroyed them, because [unintelligible] I was giving money." MORELAND laughed in response, and added, "Well, if they're gone, they're gone. They're gone."
- d. On or about February 14, 2018, CS-1 also advised MORELAND that, during her grand jury testimony, she had "told them about you talking to me about tearing up the receipt book. They know all of it now. I couldn't lie." After a long pause, MORELAND responded, "All right."

34. Throughout the conversations between on or about February 9 and on or about February 13, 2018, MORELAND repeatedly suggested various false cover stories that CS-1 could provide to the grand jury to explain what happened to the cash that CS-1 was collecting at the Center, and the receipt books documenting that collection. For example:

- a. During the lunchtime conversation on or about February 9, 2018, MORELAND suggested to CS-1 at various points: that many attendees never paid anything; that CS-1 "bought stuff with that cash"; that CS-1 "bought chairs" and "other things" such as "meals for parties and stuff like that"; and that employees at the Center and attendees in the program may have stolen the cash, stating, "Money's been taken

out of drawers down there. And there's cash, there's been cash come up missing. . . . I mean, we are dealing with criminals.”

- b. In an exchange of text messages on or about February 9, 2018, MORELAND asked CS-1, “Didn’t the foundation spend a lot of cash on that family whose house burnt?” CS-1 replied, “Sort of remember that. Why?” MORELAND responded, “Where some of the cash may have went along with helping clients here and there[.]” CS-1 asked, “Is that what I should say?” MORELAND replied, “Just saying the foundation used the money to help clients, cash and checks[.]” CS-1 responded, “Anytime we helped clients it was. With a check. I’m worried about the undocumented cash.” MORELAND replied, “We gave cash at times ! I know I dug into my pocket many times[.]” CS-1 responded, “Digging in your pocket doesn’t help explain where the foundation cash is.” MORELAND reiterated, “I’m just saying we gave out cash here and there many times[.]”
- c. During the consensually recorded conversation on or about February 13, 2018, MORELAND told CS-1, “I can’t believe you didn’t recall that guy whose house burnt!” CS-1 replied, “I mean, that was, that was, like, three years ago. Or way in the past.” MORELAND responded, “Well, but I mean, I’m just using that as an example of times that we probably would’ve used cash. Took ‘em on a Walmart spree, things like that. Christmas parties. Thanksgiving.”
- d. During the lunch meeting on or about February 9, 2018, MORELAND also suggested to CS-1 that she should tell the grand jury that any receipt books prior to 2017 were simply unavailable, repeatedly stating, “If they’re gone, they’re gone,”

or similar words to that effect. MORELAND further explained to CS-1 that “shoddy bookkeeping” is “not a crime.”

35. During the lunch meeting on or about February 9, 2018, MORELAND also asked CS-1 to tell the grand jury that he had no involvement with the Center and did not know about any cash. MORELAND stated, “I don’t even know about money. And you can tell ‘em that, if you don’t mind. That I never had anything to do with any money, because I didn’t.” MORELAND subsequently reiterated, “I’d appreciate it if you tell ‘em I never had anything to do with that place down there. And y’all wouldn’t—.” CS-1 interrupted to ask, “What, the Center?” MORELAND replied, “Uh-huh.”

36. During the lunch meeting on or about February 9, 2018, MORELAND twice assured CS-1 that she could only get in trouble with investigators if she gave them information. At one point, CS-1 told MORELAND, “I’m just, cannot—and plus, you know, I know the Foundation, if this comes out, my life’s gonna be destroyed.” MORELAND replied, “There’s no way it’ll come out. Unless you say something.” Later during the lunch meeting, CS-1 told MORELAND, “I’m just so scared.” MORELAND replied, “They’re not after you.” CS-1 responded, “They can get after me though.” MORELAND told CS-1, “Only if you let ‘em.”

CONCLUSION

37. The numerous explanations and rationalizations that MORELAND proposed in the above paragraphs to account for missing cash—including the claim that MORELAND had no knowledge of the cash, the claim that receipts were never kept for some participants, the claim that CS-1 did not handle cash for some time, the claim that cash was used to buy office supplies or meals, the claim that cash was used as petty cash, the claim that cash and the receipt book were likely stolen, the claim that bookkeeping was generally shoddy, and the claim that cash was

frequently used to help clients—are all inconsistent with CS-1’s recollection. Based on the above-described conversations between MORELAND and CS-1, as well as CS-1’s description of her independent recollection of keeping cash from self-pay clients and delivering that cash to MORELAND, I believe there is probable cause to believe that MORELAND attempted to obstruct justice through witness tampering, in violation of Title 18, United States Code, Section 1512(b)(1).

38. Likewise, based on CS-1’s independent recollection about the destruction of Court Foundation Center records, as well as my review of the consensually recorded conversations between CS-1 and MORELAND—including MORELAND’s repeated acknowledgement that records from the Court Foundation Center were gone, and his reaction when told that CS-1 had told the grand jury that she had destroyed the records at his direction—I believe there is probable cause to believe that MORELAND knowingly directed the destruction of records in a Federal investigation, in violation of Title 18, United States Code, Sections 1519 and 2.

39. Based upon my training and experience, and the totality of the facts described above, I believe there is probable cause to believe that, beginning not later than February 1, 2017, continuing on through at least February 13, 2018, in the Middle District of Tennessee and elsewhere, MORELAND did knowingly obstruct justice through destruction of records, in violation of Title 18, United States Code, Sections 1519 and 2, and attempt to obstruct justice through witness tampering, in violation of Title 18, United States Code, Section 1512(b)(1).





Report Generated on January 3rd, 2022



4 bd 3 ba 2,640 sqft

1986 Sunnyside Dr, Brentwood, TN 37027

Sold: **\$540,000** Sold on 02/18/20 Zestimate®: **\$814,200**

Home value



Zestimate

\$814,200



Zestimate range

\$749,000 - \$887,000



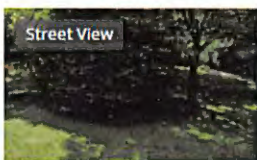
Last 30-day change

+ \$13,226 (+1.7%)



Zestimate per sqft

\$308



Inside the Zestimate

The Zestimate is Zillow's best estimate of a home's value. It is based on a blend of valuation methods, each of which may produce a different estimate depending on the available data.

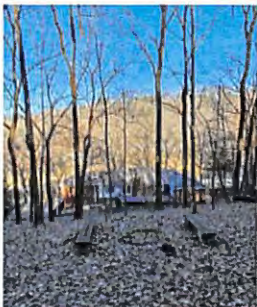
ESTIMATE BASED ON

Comparable homes

\$891,193

Local tax assessments

\$767,843



Local Home Values

1 year

5 years

10 years

— This home --



RENTAL ZESTIMATE : \$3,221/mo

Close ^



Estimated net proceeds

\$325,558

Est. selling price of your home \$ 814,200

Est. remaining mortgage ? \$ 416,931

Est. prep & repair costs ? \$6,000

Est. closing costs ? \$65,712

Est. total selling costs (9%) \$71,712

All calculations are estimates and provided for informational purposes only. Actual amounts may vary.

Comparable homes

These are recently sold homes with similar features to this home, such as bedrooms, bathrooms, location, and square footage.

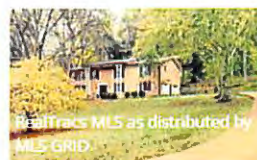
OUR NEIGHBOR'S HOUSE



This home
\$814,200
 Sold
 4 beds
 3 baths
 2640 sqft
 \$308 / sqft



1969 Sunny Side Dr
\$820,000
 Sold 8 months ago
 3 beds
 3 baths
 2598 sqft
 \$316 / sqft



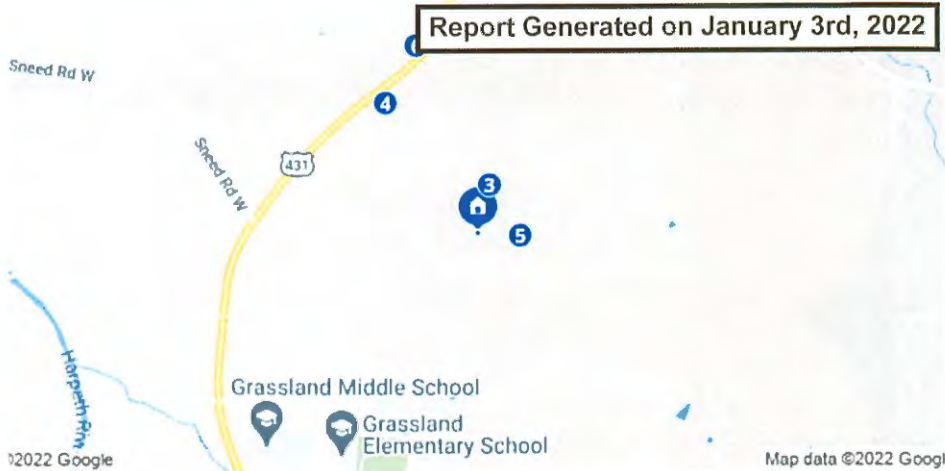
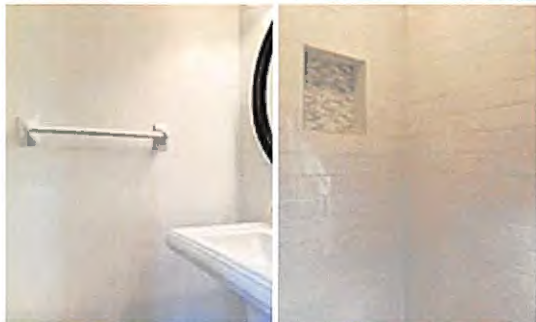
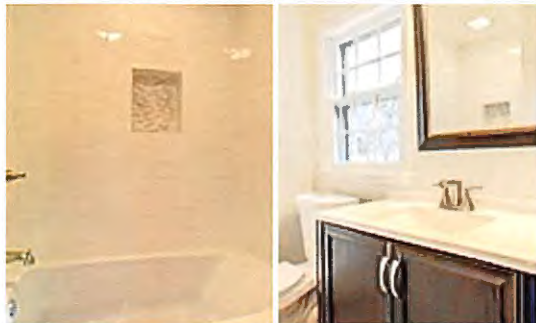
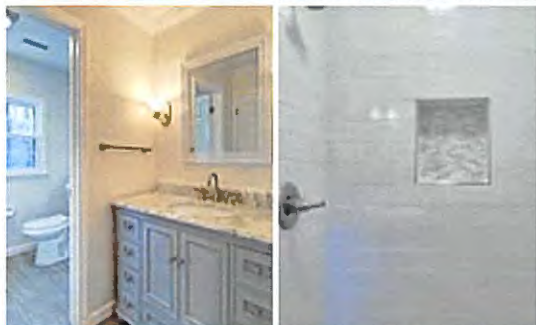
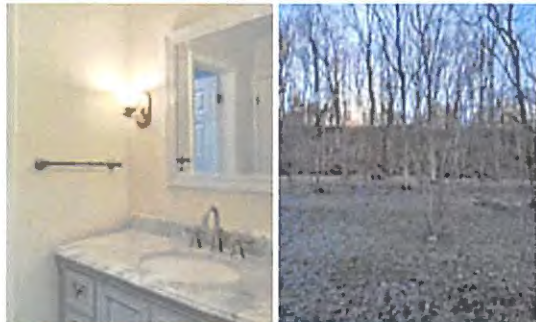
2011 Sunny Side Dr
\$720,000
 Sold 12 months ago
 4 beds
 3 baths
 3429 sqft
 \$210 / sqft



2011 Sunny Side Dr
\$720,000
 Sold
 4 beds
 3 baths
 3429 sqft
 \$210 / sqft

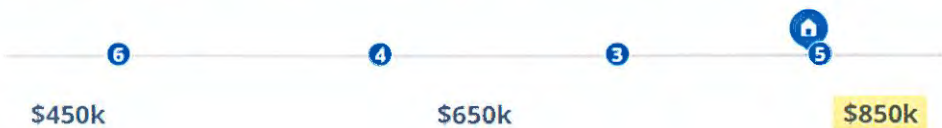
MLS ID #2250642, Vivian Armstrong, 615-815-9132, 615-815-9132

MLS ID #2202892, Rachel Barry Stinson, 615-397-4307, 615-200-8679



Comparative value

Here's how this home's value estimate compares to similar homes nearby.



Overview

ALL BRICK RANCH*CUL-DE-SAC LOCATION*HUGE BEDROOMS & BONUS ROOM*9FT CEILINGS & CROWN MOLDING IN LIVING RM, DINING RM, & FOYER*HEATED FLR IN GUEST BATH*PRIVATE WOODED LOT*CONVENIENT TO NASHVILLE, BRENTWOOD & FRANKLIN

Facts and features

Edit

- Singlefamily
- Built in 1977
- Forced air, electric
- Central
- 5 Parking spaces
- 1.05 Acres

Interior details

Bedrooms and bathrooms

Bedrooms: 4
 Bathrooms: 3
 Full bathrooms: 2
 1/2 bathrooms: 1

Basement

Basement: Unfinished

Flooring

Flooring: Hardwood

Heating

Heating features: Forced air, Electric

Cooling

Cooling features: Central

Appliances

Appliances included: Dishwasher, Garbage disposal, Microwave, Range / Oven

Other interior features

Total interior livable area: 2,640 sqft
 Fireplace: Yes



Property details

Report Generated on January 3rd, 2022

Parking

Total spaces: 5
 Parking features: Garage - Attached, Off-street, Covered

Lot

Lot size: 1.05 Acres

Property

Exterior features: Shingle, Brick, Cement / Concrete
 View description: Park, Mountain

Other property information

Parcel number: 094013JA03500

Construction details

Type and style

Home type: SingleFamily

Condition

Year built: 1977

Material information

Foundation: Crawl/Raised
 Roof: Asphalt

Utility

Water information: City Water

Community and Neighborhood Details

Location

Region: Brentwood

Other financial information

Annual tax amount: \$2,147

Other facts

Basement Description: Crawl
 Floor Types: Finished Wood
 Oven Source: Electric
 Sewer System: Septic Tank
 Bedroom 1 Description: Master BR Downstairs
 Construction Type: All Brick
 Cooling System: Central
 Garage Capacity: 2
 Heating Source: Electric
 Heating System: Central
 Water Source: City Water
 Garage Description: Attached - SIDE
 Interior Other: Ceiling Fan, Storage, Wood Burning FP
 Living Room Description: Fireplace
 Oven Description: Double Oven
 Range Description: Cooktop
 Patio/Deck: Deck
 Built Information: Renovated
 Basement Type: Other
 Kitchen Description: Eat-In
 Master Bath Description: Ceramic
 Dining Room Description: Separate

Range Source: Gas
 Fence Type: Partial
 Area: 10-Williamson County
 County: Williamson County, TN
 Cooling Source: Gas
 Contingency Type: Inspection
 Property Class: Residential
 Sq. Ft. Measurement Source: Prior Appraisal
 Acreage Source: Calculated from Plat
 Full Baths Main: 2
 New Construction: 0
 Number Of Fireplaces: 1
 Number Of Stories: 2.00
 Half Baths Main: 1
 Kitchen Dimensions: 13x11
 Rec Room Dimensions: 25x20
 Tax Amount: 2080
 Sq. Ft. Main Floor: 2640
 Mls Status: Under Contract - Showing
 Standard Status: Active Under Contract
 Listing Type: STAND

Report Generated on January 3rd, 2022.

As of the date of this report, the Owner appears to be using the Property as a **Rental**.

Though it seems strange to pay \$540k to purchase a home for a **RENTAL**. Based upon my 17-Years as a **Licensed Tennessee Real Estate Agent**, I believe that the Owner is doing this, to "HOLD" the property. Essentially for free, while paying down the debt.

As the **VALUE** of this property exponentially **INCREASES** over the next 10-15 years.

Due to the LOCATION, the massive growth of the Greater Nashville Area, along with the unique characteristics of this property, I had estimated that it would be worth a MILLION DOLLARS and that we would have it completely paid-off within that time period. (Our Retirement "Nest Egg".)

So far the property has been outperforming even my investment expectations. Between 2/18/2020 & 1/3/2022, it appreciated another \$300k in VALUE. WORTH over \$800k, while we only owed \$300k.

Which is the RETURN on our Pre-Marital Retirement Funds, INVESTED in Williamson County Real Estate!

STOLEN: "Under Color of Law" by Judge Michael W. Binkley, Attorney Virginia Lee Story, Attorney Mary Beth Ausbrooks, with the help of a HALF-DOZEN of their POWERFUL FRIENDS and ASSOCIATES!

OUR COURT ORDERED AUCTION
After WE INVESTED \$200k MORE
PLUS 9-Years of Hard Work!

We INSTANTLY LOST about \$250k
the DAY that our home AUCTIONED!

Price history

Date	Event	Price	
2/18/2020	Sold	\$540,000 (-10%)	\$205/sqft
Source: Public Record Report			
1/13/2020	Price change	\$599,990 (-3.2%)	\$227/sqft
Source: Benchmark Realty, LLC Report			
12/27/2019	Price change	\$619,900 (-3.1%)	\$235/sqft
Source: Benchmark Realty, LLC Report			
12/5/2019	Listed for sale	\$639,900 (+97.3%)	\$242/sqft
Source: Benchmark Realty, LLC Report			
10/30/2019	Sold	\$324,359 (-7.3%)	\$123/sqft
5/12/2011	Sold	\$350,000	\$133/sqft
Source: Public Record Report			
4/22/2011	Listing removed	\$360,000	\$136/sqft
Source: Zeitlin & Co., Realtors Report			
9/30/2010	Listed for sale	\$360,000 (+42.3%)	\$136/sqft
Source: Zeitlin & Co., Realtors Report			
7/13/2005	Sold	\$253,000 (+11%)	\$96/sqft
Source: Public Record Report			
8/10/1998	Sold	\$228,000	\$86/sqft
Source: Public Record Report			

Auction Investor Resold 4-Months Later
On the Market for a \$200,000 Profit!

Our Initial Purchase. Home Needed Massive
Core Improvements for Health & Safety!

Public tax history

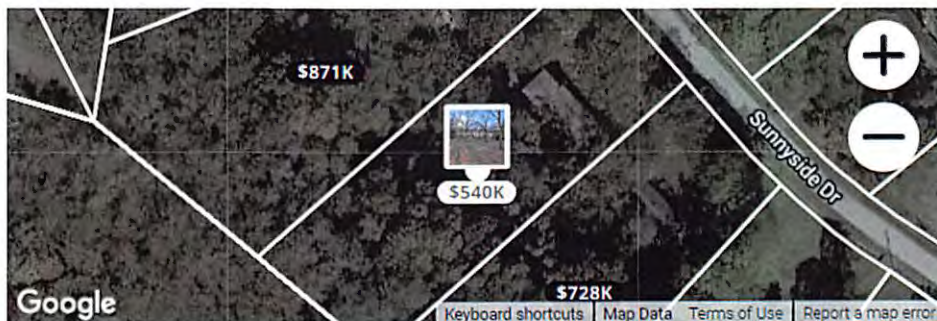
Year	Property Taxes	Tax Assessment
2020	\$2,147	\$96,725
2019	\$2,147 (+3.2%)	\$96,725
2018	\$2,080	\$96,725
2017	\$2,080	\$96,725
2016	--	\$96,725 (+23.7%)
2015	--	\$78,175
2014	--	\$78,175
2013	--	\$78,175
2012	--	\$78,175
2011	--	\$78,175 (+23.5%)

Report Generated on January 3rd, 2022

2007	\$1,462	\$63,278
2006	\$1,462 (+9.8%)	\$63,278 (+35%)
2005	\$1,331	\$46,873

Neighborhood: 37027

SURROUNDED BY HUNDREDS OF ACRES OF PROTECTED WOODLANDS!



Nearby homes

\$540,000
4 bd 3 ba 2.6k sqft
1986 Sunnyside Dr, Brentwood, TN 370...
● Sold

\$728,100
-- bd 2 ba 80 sqft
1980 Sunnyside Dr, Brentwood, TN 370...
● Off Market

MLS ID #2103371

Nearby schools in Brentwood

Elementary: Grassland Elementary
Middle: Grassland Middle School
High: Franklin High School

GreatSchools rating

- 7/10
Grassland Elementary
 Grades: K-5 Distance: 0.8 mi
- 9/10
Grassland Middle School
 Grades: 6-8 Distance: 0.9 mi
- 9/10
Franklin High School
 Grades: 8-12 Distance: 5 mi

Report Generated on January 3rd, 2022



THE UNITED STATES DEPARTMENT OF JUSTICE

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Region 8

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 - ▶ **Nashville, TN Office**
 - ▶ Chattanooga, TN Office
 - ▶ Lexington, KY Office
 - ▶ Louisville, KY Office

UST - REGION 8

Federal Judicial Districts Established for the Districts of Tennessee and Kentucky

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



IMPORTANT NOTICES

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

Wednesday, July 21, 2021

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

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

LEADERSHIP
Paul A. Randolph
Acting United States Trustee

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

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

Friday, August 28, 2020

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

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

Wednesday, April 1, 2020

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

Paul A. Randolph (USTP)

Acting United States Trustee
Region 8 (Nashville)

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

paul.a.randolph@usdoj.gov

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

19-02693 Fenton: Fraud Referral

Paul A. Randolph
Forwarded Referral To:

Megan Seliber
Trial Attorney, Office of
the United States Trustee
(615) 695-4060 (office)
megan.seliber@usdoj.gov

318 Customs House,
701 Broadway
Nashville, TN 37203

19-02693 Fenton: Fraud Referral

U.S. Trustee Program

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- Press & Public Affairs
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- Approved Credit Counseling Agencies
- Approved Debtor Education Providers

Quick Links

- What's New
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- Chapter 11 Quarterly Fees Schedule

U.S. Bankruptcy Courts

Jeff Fenton

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

Mr. Fenton:

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

Paul Randolph

Paul A. Randolph

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

Jeff Fenton

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

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

Mr. Fenton,

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

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

This concludes my investigation into your complaint.

Best,



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

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

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

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

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

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

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

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

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

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

RETIREMENT/PROPERTY INVESTMENT VALUE APPRECIATION AS OF 5/31/2023
Will Easily Reach \$1,000,000 VALUE within the Next Decade as Planned, while without Interference
It would have been completely PAID-OFF within that period, with less WORK than I'm doing NOW!
CAPITAL GAINS TAX does NOT apply for a PRIMARY RESIDENCE, this would have been TAX FREE!

1986 Sunny Side Dr, Brentwood, TN 37027

STATEMENT OF CLAIM

4 bd 3 ba 2,640 sqft

1986 Sunny Side Dr, Brentwood, TN 37027

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

Est. refi payment: \$5.237/mo **Refinance your loan**

Home value Owner tools Home details Neighborhood details

Home value

Zestimate

\$884,500

Zestimate range

\$814,000 - \$973,000

Last 30-day change

+\$16,116 (+1.9%)

Zestimate per sqft

\$335

Zestimate history & details

6:49 AM 5/31/2023

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



Report Generated on January 3rd, 2022



4 bd 3 ba 2,640 sqft

1986 Sunnyside Dr, Brentwood, TN 37027

Sold: \$540,000 Sold on 02/18/20 Zestimate®: \$814,200

Home value



Zestimate

\$814,200



Zestimate range

\$749,000 - \$887,000



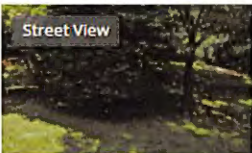
Last 30-day change

+ \$13,226 (+1.7%)



Zestimate per sqft

\$308



Inside the Zestimate

The Zestimate is Zillow's best estimate of a home's value. It is based on a blend of valuation methods, each of which may produce a different estimate depending on the available data.

ESTIMATE BASED ON

Comparable homes

\$891,193 ▾

Local tax assessments

\$767,843 ▾

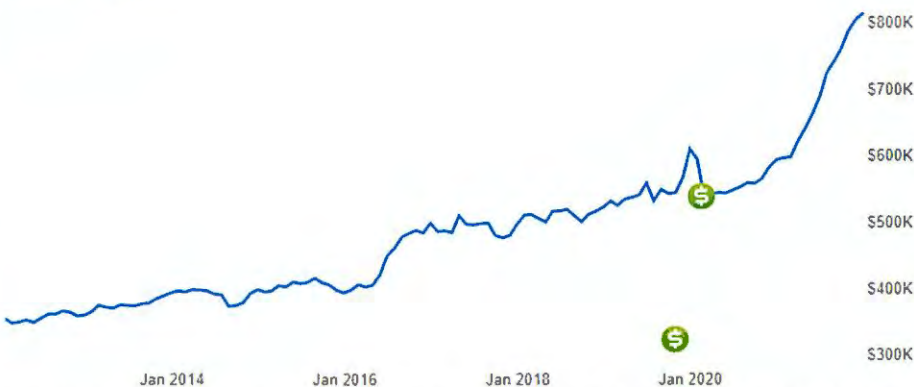
Local Home Values ▾

1 year

5 years

10 years

— This home —



RENTAL ZESTIMATE : \$3,221/mo

Close ^



Estimated net proceeds

\$325,558

Est. selling price of your home

\$ 814,200

Est. remaining mortgage ?

\$ 416,931

Est. prep & repair costs ?

\$6,000 v

Est. closing costs ?

\$65,712 v

Est. total selling costs (9%)

\$71,712

All calculations are estimates and provided for informational purposes only. Actual amounts may vary.

Comparable homes

These are recently sold homes with similar features to this home, such as bedrooms, bathrooms, location, and square footage.

OUR NEIGHBOR'S HOUSE



This home

\$814,200

Sold

4 beds

3 baths

2640 sqft

\$308 / sqft



1 1969 Sunny Side Dr

\$820,000

Sold 8 months ago

3 beds

3 baths

2598 sqft

\$316 / sqft

MLS ID #2250642, Vivian Armstrong, 615-815-9132, 615-815-9132



2 2011 Sunny Side Dr

\$720,000

Sold 12 months ago

4 beds

3 baths

3429 sqft

\$210 / sqft

MLS ID #2202892, Rachel Barry Stinson, 615-397-4307, 615-200-8679



3 2011 Sunny Side Dr

\$720,000

Sold

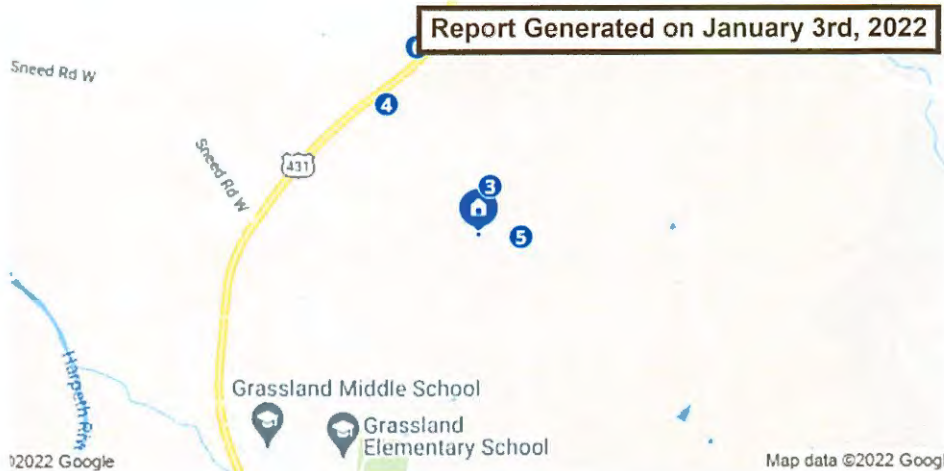
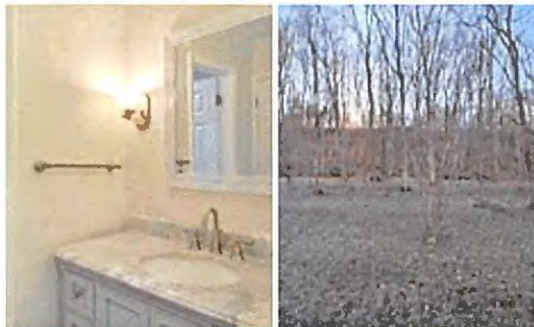
4 beds

3 baths

3429 sqft

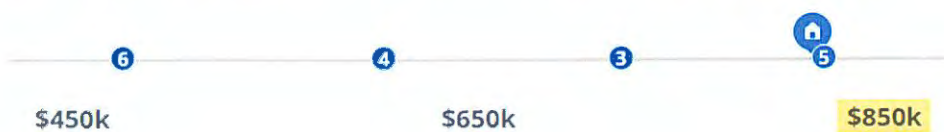
\$210 / sqft

Report Generated on January 3rd, 2022



Comparative value

Here's how this home's value estimate compares to similar homes nearby.



Overview

ALL BRICK RANCH*CUL-DE-SAC LOCATION*HUGE BEDROOMS & BONUS ROOM*9FT CEILINGS & CROWN MOLDING IN LIVING RM, DINING RM, & FOYER*HEATED FLR IN GUEST BATH*PRIVATE WOODED LOT*CONVENIENT TO NASHVILLE, BRENTWOOD & FRANKLIN

Facts and features

Edit

- Singlefamily
- Built in 1977
- Forced air, electric
- Central
- 5 Parking spaces
- 1.05 Acres

Interior details

Bedrooms and bathrooms

Bedrooms: 4
 Bathrooms: 3
 Full bathrooms: 2
 1/2 bathrooms: 1

Basement

Basement: Unfinished

Flooring

Flooring: Hardwood

Heating

Heating features: Forced air, Electric

Cooling

Cooling features: Central

Appliances

Appliances included: Dishwasher, Garbage disposal, Microwave, Range / Oven

Other interior features

Total interior livable area: 2,640 sqft
 Fireplace: Yes



Property details

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Parking

Total spaces: 5
 Parking features: Garage - Attached, Off-street, Covered

Lot

Lot size: 1.05 Acres

Other property information

Parcel number: 094013JA03500

Property

Exterior features: Shingle, Brick, Cement / Concrete
 View description: Park, Mountain

Construction details

Type and style

Home type: SingleFamily

Condition

Year built: 1977

Material information

Foundation: Crawl/Raised
 Roof: Asphalt

Utility

Water information: City Water

Community and Neighborhood Details

Location

Region: Brentwood

Other financial information

Annual tax amount: \$2,147

Other facts

Basement Description: Crawl
 Floor Types: Finished Wood
 Oven Source: Electric
 Sewer System: Septic Tank
 Bedroom 1 Description: Master BR Downstairs
 Construction Type: All Brick
 Cooling System: Central
 Garage Capacity: 2
 Heating Source: Electric
 Heating System: Central
 Water Source: City Water
 Garage Description: Attached - SIDE
 Interior Other: Ceiling Fan, Storage, Wood Burning FP
 Living Room Description: Fireplace
 Oven Description: Double Oven
 Range Description: Cooktop
 Patio/Deck: Deck
 Built Information: Renovated
 Basement Type: Other
 Kitchen Description: Eat-In
 Master Bath Description: Ceramic
 Dining Room Description: Separate

Range Source: Gas
 Fence Type: Partial
 Area: 10-Williamson County
 County: Williamson County, TN
 Cooling Source: Gas
 Contingency Type: Inspection
 Property Class: Residential
 Sq. Ft. Measurement Source: Prior Appraisal
 Acreage Source: Calculated from Plat
 Full Baths Main: 2
 New Construction: 0
 Number Of Fireplaces: 1
 Number Of Stories: 2.00
 Half Baths Main: 1
 Kitchen Dimensions: 13x11
 Rec Room Dimensions: 25x20
 Tax Amount: 2080
 Sq. Ft. Main Floor: 2640
 Mls Status: Under Contract - Showing
 Standard Status: Active Under Contract
 Listing Type: STAND

Report Generated on January 3rd, 2022.

As of the date of this report, the Owner appears to be using the Property as a **Rental**.

Though it seems strange to pay \$540k to purchase a home for a **RENTAL**. Based upon my 17-Years as a **Licensed Tennessee Real Estate Agent**, I believe that the Owner is doing this, to "HOLD" the property. Essentially for free, while paying down the debt. **As the VALUE of this property exponentially INCREASES over the next 10-15 years.**

Due to the LOCATION, the massive growth of the Greater Nashville Area, along with the unique characteristics of this property, I had estimated that it would be worth a MILLION DOLLARS and that we would have it completely paid-off within that time period. (Our Retirement "Nest Egg".)

So far the property has been outperforming even my investment expectations. Between 2/18/2020 & 1/3/2022, it appreciated another \$300k in VALUE. WORTH over \$800k, while we only owed \$300k.

Which is the RETURN on our Pre-Marital Retirement Funds, INVESTED in Williamson County Real Estate!

STOLEN: "Under Color of Law" by Judge Michael W. Binkley, Attorney Virginia Lee Story, Attorney Mary Beth Ausbrooks, with the help of a HALF-DOZEN of their POWERFUL FRIENDS and ASSOCIATES!

OUR COURT ORDERED AUCTION
After WE INVESTED \$200k MORE
PLUS 9-Years of Hard Work!

We INSTANTLY LOST about \$250k
the DAY that our home AUCTIONED!

Price history

Date	Event	Price		
2/18/2020	Sold	\$540,000 (-10%)	\$205/sqft	Auction Investor Resold 4-Months Later On the Market for a \$200,000 Profit!
Source: Public Record Report				
1/13/2020	Price change	\$599,990 (-3.2%)	\$227/sqft	
Source: Benchmark Realty, LLC Report				
12/27/2019	Price change	\$619,900 (-3.1%)	\$235/sqft	
Source: Benchmark Realty, LLC Report				
12/5/2019	Listed for sale	\$639,900 (+97.3%)	\$242/sqft	
Source: Benchmark Realty, LLC Report				
10/30/2019	Sold	\$324,359 (-7.3%)	\$123/sqft	
5/12/2011	Sold	\$350,000	\$133/sqft	Our Initial Purchase. Home Needed Massive Core Improvements for Health & Safety!
Source: Public Record Report				
4/22/2011	Listing removed	\$360,000	\$136/sqft	
Source: Zeitlin & Co., Realtors Report				
9/30/2010	Listed for sale	\$360,000 (+42.3%)	\$136/sqft	
Source: Zeitlin & Co., Realtors Report				
7/13/2005	Sold	\$253,000 (+11%)	\$96/sqft	
Source: Public Record Report				
8/10/1998	Sold	\$228,000	\$86/sqft	
Source: Public Record Report				

Public tax history

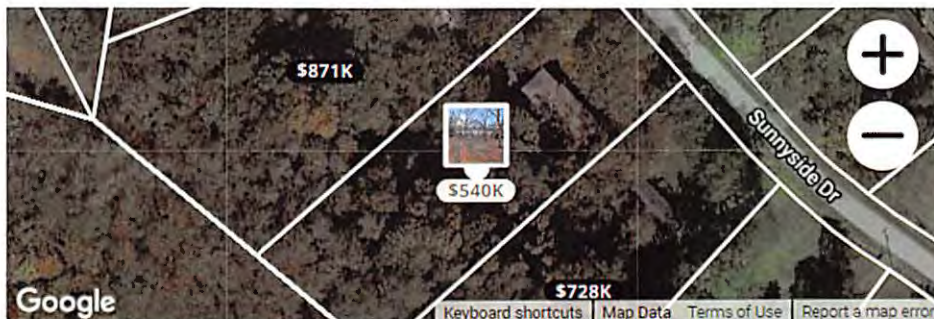
Year	Property Taxes	Tax Assessment
2020	\$2,147	\$96,725
2019	\$2,147 (+3.2%)	\$96,725
2018	\$2,080	\$96,725
2017	\$2,080	\$96,725
2016	--	\$96,725 (+23.7%)
2015	--	\$78,175
2014	--	\$78,175
2013	--	\$78,175
2012	--	\$78,175
2011	--	\$78,175 (+23.5%)

Report Generated on January 3rd, 2022

2007	\$1,462	\$63,278
2006	\$1,462 (+9.8%)	\$63,278 (+35%)
2005	\$1,331	\$46,873

Neighborhood: 37027

SURROUNDED BY HUNDREDS OF ACRES OF PROTECTED WOODLANDS!



Nearby homes



MLS ID #2103371



Nearby schools in Brentwood

Elementary: Grassland Elementary
 Middle: Grassland Middle School
 High: Franklin High School

GreatSchools rating

- 7/10** **Grassland Elementary**
Grades: K-5 Distance: 0.8 mi
- 9/10** **Grassland Middle School**
Grades: 6-8 Distance: 0.9 mi
- 9/10** **Franklin High School**
Grades: 8-12 Distance: 5 mi

Report Generated on January 3rd, 2022

JEFFREY R. FENTON

17195 SILVER PKWY #150, FENTON, MI 48430-3426

Phone: (810) [REDACTED] · Email: [REDACTED]

GENESEE CO DHS UNION ST DISTRICT

Specialist / ID: M. Client-connection / MDHHS-Genesee-Union

Case Name: Jeffrey Fenton

Case Number: 12899 [REDACTED]

Individual ID: 124073 [REDACTED]

DEAR CASE WORKER,

I've been experiencing computer problems and only accessed this letter about a week ago, after it was already past due. I've been working on this for days since. Due to my disabilities, no task is simple in my world. While I've been overwhelmed and swamped for over three years now, fighting a corrupt legal system in Tennessee, who refuses to even acknowledge my most basic human rights.

I've lived at the SAME address as I have since returning to Michigan in 2019, that being the ONLY ADDRESS in the WHOLE WORLD where I can stay for FREE when I need to, which is with my MOTHER, Marsha A. Fenton at [REDACTED]

When I signed-up for assistance at Union Station at the end of 2019, I specifically requested that **my mother's address be kept confidential**. That was for my safety as well as for my elderly mothers. Because of a corrupt judge, and a bunch of corrupt attorneys, and auctioneers who perform Racketeering (RICO) directly out of the Williamson County Chancery Court, in Middle Tennessee.

They have and continue to threaten my safety, my freedom, my life, my liberty, while they illegally took my property, which was my life's savings, and everything I had saved toward retirement. But they didn't stop there... I wish there was a simple way to explain it to you, but they falsified the Court Records, to make it look like I was an evil monster who deserved nothing, and voluntarily chose to give away my home for free and relocate to Michigan, when I had no plans of ever living in Michigan again. (I planned to continue to visit my mom, but not to relocate here, as I was inevitably forced, purely to survive their illegal schemes.)

No offense, but I had lived in Middle Tennessee for 25-years, the weather was much better, I had a beautiful home, and the economy was thriving. Yet the RICO scam the Court and Counsel played on me, almost instantly (with just five-days notice) left me with no shelter, income, support, provision, or means to sustain myself, amidst a simple divorce with no children. Which I didn't even want, but agreed to, without the need for ANY drama.

I've used a mailing address for everything (including with the State of Michigan), at 17195 Silver Parkway #150, Fenton, Michigan, 48430-3426. I don't recall giving the address where I physically reside to anyone other than the State of Michigan, yet somehow that was not kept "CONFIDENTIAL" as I requested.

I received some junk mail at my mother's address and became concerned that her address had been compromised. As quickly as I could, I switched my physical address with the State of Michigan to my aunt's house in Fenton, to help provide a tiny buffer or notice should the corrupt Court in Tennessee and over a half-dozen attorneys try to further harm me.

While physically I never moved. I've remained at my mother's home at [REDACTED] [REDACTED] Since they were both located in Genesee County, and I haven't voted since I have been here, I thought it was "the least of greater evils", to help restore some peace, privacy, and protection here at my mother's tiny, open, and exposed home, for us both!

Since 2019, both me AND my mother, have been at FEAR for our SAFETY from a Corrupt Court and a gang of corrupt Attorneys who have repeatedly threatened me, with fraudulent incarceration, financial devastation, and physical harm.

It's not just ME. There are MANY people who literally fear for their safety and some even their LIVES and the LIVES of their family, from this same lawless pack!

I'm not the only person I know who has left the State and SWORN to NEVER STEP ON TENNESSEE SOIL AGAIN, IN MY LIFE, because of similar actions out of this same CORRUPT COURT, located in the wealthiest County within the State of Tennessee (unless I need to protect my ex-wife or to testify in a criminal trial against the Judge or Counsel).

The corruption within this Court has destroyed MANY LIVES! While one attorney who stood up to protect a victim I know of, was found DEAD the next day! (Against Judge Michael W. Binkley, the same judge who destroyed my life, in about as much time as his lunch break.)

In late 2019 when I started trying to figure out what in the heck just happened to everything in my life, I began Googling the names of the Corrupt Judge and Counsel, where I found a Facebook page dedicated to exposing the corruption and requesting the Investigation of this exact judge. This was one of my first steps to learning about more evil than I ever wanted to know, while connecting me with other victims: <https://www.facebook.com/judgebinkley>

So, the fact is that my address has NEVER CHANGED. I have no LEASE, I haven't been able to EARN a DOLLAR in the past year, while trying to guesstimate a budget for how much MORE IN DEBT that I go to my mother each month to pay for her electric bill tripling since I moved in, and to pay for my toilet paper, soap, deodorant, internet, phone, clothes, car insurance, office supplies for trying to fight this regime of injustice, and software subscriptions like Adobe Acrobat and Microsoft Word, to have the tools to TRY, seems completely pointless.

You can use the same exact budget that you have on file from my last interview over the phone, while to be clear, my mother is not "GIFTING" anything to me, except for RENT while I have

ZERO INCOME. Everything else she is keeping a running tally of, while I probably owe her in excess of \$20k currently.

I apologize for missing the due date and I hope that this won't affect my benefits. I only get the FAP for food, which I need, so that I'm not even more of a burden for my mother (she is a retired nurse, who planned retirement for herself, but not to support two people).

She can let me live here for free, when need be, but the additional expenses are really adding up. Especially after so long with no legal remedy or relief in sight. I've finally decided to try to file criminal complaints through the Michigan State Police, which I'm currently drafting documents for. My hope is that the Michigan State Police will work with the Tennessee Bureau of Investigation and the FBI. (Though that is probably a long shot.)

I've considered writing to Governor Whitmer to see if she can provide any assistance. It is hard to convince anyone to intervene with a powerful gang of lawless judges and attorneys, while many federal resources are devoted currently to "Domestic Terrorism" and were previously devoted to COVID.

So far, every judge backs the original judge's order, without even considering the possibility that the Trial Court Judge is Corrupt and the Opposing Counsel is one of his best friends (undisclosed). More absurdly, by "local court rules", my vexatious Opposing Counsel was allowed to WRITE the Court Orders HERSELF! To top it off, the Chancery Court Clerk & Master has literally been a "close family friend" of my vicious Opposing Counsel for over FORTY-YEARS. (Try to find any fairness, impartiality, or justice there! The Judge literally told me on Court Record, that "FAIR is something you do in the fall.")

Try as I do, each and every day (10-16 hours per day, at least 6-days per week), I've yet to reach **any help**. Unfortunately, I've learned that is common in cases of "Predatory Litigation". Most people have no idea that one corrupt judge can completely destroy their lives and literally render them homeless, broke, and destitute, in just an hour or two. Without being allowed to be heard, to provide evidence, to cross examine the bogus claims made about them, etc.

All these "laws", "civil rights", "constitutional rights", natural inalienable "human rights", and alleged "freedoms" that we were taught in school that we HAVE and honestly believe WILL protect us, until the day you find yourself in a corrupt "FAMILY COURT", up against an army of dirty attorneys, who have already setup a scheme to wipe you out, before you can even figure out what happened! Yet it happens EVERY DAY across our Country! (Actually, it's an epidemic in almost EVERY COUNTRY currently!)

You learn quickly that ANY WORDS ON PAPER (laws, constitutions, rights, judicial canons, rules of professional conduct) are only as good as the people who are appointed to HONOR & ENFORCE them! (We don't need more laws. We need more judges who respect the rights of the people, honor and obey the Law.)

I don't know how to explain what happened to me in Tennessee in a way that is believable and doesn't make me sound crazy. I'm not crazy, I'm just slow, overwhelmed, and a perfectionist (ADHD/OCPD/GAD). They intentionally targeted and attacked my known disabilities.

Recently my mother was doing something online, and one of those people finder ads popped up showing me living HERE at HER HOME, with her address plain as day. A week or two later, I had a similar experience while doing some research online.

Also, since I have decided to try to involve the Michigan State Police for our protection, I decided to change everything with the State of Michigan back to my mother's address, still wanting to keep it as confidential as possible, but knowing that there is no safety or hiding from the criminals who run Tennessee's judicial system! (Again, there have been ZERO changes for me physically or financially, just in the contact information with the State of Michigan.)

I'm providing an abundance of documentation proving my mother's address, and my living here. Such as my mother's property tax assessment for 2023, my voter registration and driver's license at this same address, along with even letters from my psychiatrist in Tennessee and my psychotherapist in Tennessee, who I both trusted enough to give my mother's address to.

I'll try to upload a few documents that SHOW you a tiny glimpse of the battle I have been fighting against a DIRTY JUDGE in Tennessee, Judge Michael W. Binkley, from the Williamson County Chancery Court, along with Attorney Virginia Lee Story, Clerk & Master Elaine Beaty Beeler, etc.

Hopefully this will be sufficient to maintain my benefits.

Please let me know if you need anything further and allow me some extra time to provide it to you. (I'm slow, I spent 9 hours writing this letter alone.)

Thank you,

A handwritten signature in blue ink, which appears to be "Jeffrey R. Fenton", followed by the date "4/19/2023" also written in blue ink.

Jeffrey R. Fenton

NOTICE OF JUDICIAL VACANCY

Circuit Court, Division III 21st Judicial District Williamson County

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

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

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

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

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

This the 6th day of July, 2023.

https://www.thenewstn.com/news/williamson-county-judge-michael-binkley-to-retire-in-september-one-year-after-his-re-election/article_c42fd6f2-200f-11ee-bf16-63f1809ced58.html

FEATURED

Williamson County Judge Michael Binkley to retire in September, one year after his re-election to bench

By Matt Masters

Jul 11, 2023



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

Matt Masters

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

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

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

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

In 2021, Binkley told voters and supporters that the role of judge "gives me the opportunity to do the right thing each and every time, and it's worked for me, and that's exactly what I intend to continue to do."

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

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

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

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

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

Matt Masters

WILLIAMSON COUNTY SHERIFF'S OFFICE

CONFIDENTIAL

PRELIMINARY INVESTIGATIVE REPORT

D.S.P. 102 - M

Code Number TN0940000	Reported By 2518 - Brady M. Cartwright	Page No. <u>1</u>	Origin 01 - Zone 1	Date 09/01/2019	Time	Case Number 2023-35037								
C O M P	Comp No 1	NAME Last, First Middle Fenton, Jeffery R			Residence Phone	Business Phone								
	ADDRESS Number/Street	City	State	Zip	Race W	Sex M								
V I C T I M	Vic No 1	NAME Last, First Middle Fenton, Jeffery R			Residence Phone	Business Phone								
	ADDRESS Number/Street	City	State	Zip	Race W	Sex M								
	City	State	Zip	Ethnic	SSAN	Date of Birth								
	Victim Related Events	Victim Injury		Victim Relation to Acc/Susp		Justifiable Homicide								
T I M	Vic No	NAME Last, First Middle			Residence Phone	Business Phone								
	ADDRESS Number/Street	City	State	Zip	Race	Sex								
	City	State	Zip	Ethnic	SSAN	Date of Birth								
	Victim Related Events	Victim Injury		Victim Relation to Acc/Susp		Justifiable Homicide								
Event No 1	Event Civil Matter				Code No M993	Type Security								
Occurred On	Mo	Day	Yr	Time	Day of Week	And	Mo	Day	Yr	Time	Day of Week	Acc/Susp Used	Criminal Activity	Hate Crime
Between	09	01	2019		SUN		12	13	2023	13:36	WED	N		88 - None (No Bias)
Event No	Event				Code No	Type Security								
ADDRESS	1986 Sunnyside Dr				Acc/Susp Used	Criminal Activity	Hate Crime							
City	Brentwood		State	Zip	Type Location									
ASO No	ASO	NAME Last, First Middle			Alias AKA	Residence Phone	Business Phone							
1		BINKLEY, MICHAEL												
A S S U S P E R T	ADDRESS Number/Street	Occupation			Race	Sex	Date of Birth							
	City	State	Zip	Arrest Number	SSAN									
	Height	Weight	Hair Color	Eye Color	Hairstyle	Marks/Scars Location								
	ASO No	ASO	NAME Last, First Middle			Alias AKA	Residence Phone	Business Phone						
2		STORY, VIRGINIA LEE												
ADDRESS Number/Street	Occupation			Race	Sex	Date of Birth								
City	State	Zip	Arrest Number	SSAN										
Height	Weight	Hair Color	Eye Color	Hairstyle	Marks/Scars Location									
Veh No	Year	Make	Model	Type	License Number	Year	State	Teletype Number						
VIN	Owner's Name			Address										
Released to Owner Date	Stored - Name			Address		Stolen	Involved							
						Recovered	Other							
D R U G	Type	Whole Quantity	Fractional Quantity	Measurement	Estimated Value									

WILLIAMSON COUNTY SHERIFF'S OFFICE

CONFIDENTIAL

PRELIMINARY INVESTIGATIVE REPORT

D.S.P. 102 - M

Page No. 2

Scene Processed By		Prints Found Photographed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Type Evidence Taken		When Stored Initially	
A R S O N	Loss Data	Value	Loss	Origin of Fire		Bomb Data	
	Structures			Incendiary <input type="checkbox"/>		Explosive Data _____	
	Contents			Undetermined <input type="checkbox"/>		Incendiary Device _____	
	Fixtures			Accidental <input type="checkbox"/>		Threat _____	
	Vehicles			Suspicious <input type="checkbox"/>		Other _____	
	Miscellaneous						
P R O P E R T Y	Event Code	Prop. Code	Quantity	Description	Make/Model	Serial Number	P. Loss Value Recov. Date
Jurisdiction Stolen				Jurisdiction Recovered			
D E A T H	Next of Kin Notified Name		Address		Relationship		Physician Pronouncing Death(Name)
	Attending Physician Name		Address		Reason for Treatment		Pronounced Death-Date Time
	Last Person to See Subject Alive Name		Address				Date Time
	Rescue Unit at Scene Name		Address		Medical Examiner		Type Death
Summary							
On Wednesday, December 13, 2023 at approximately 1256 hours, I Deputy B. Cartwright was dispatched to make a phone call to a Mr. Jeffrey R. Fenton, in regards to a Civil Matter.							
Upon making contact with Jeffrey via phone, Jeffrey advised back in 2019 he and his wife at the time were going through a bad divorce and his wife filed to get an order of protection against him. Jeffrey stated that usually in Williamson County a normal divorce is supposed to take a while some times longer than a year, however, their first court hearing Judge Binkley and Attorney Virginia Lee Story falsely granted the Order of Protection and wrongfully kicked him out of his residence located at 1986 Sunnyside Drive, Brentwood, Tennessee.							
Jeffrey later advised that he has already went to TBI along with FBI on this incident in attempt to file for Official Oppression and Racketeering charges. At this time, I asked Jeffrey when he filed a							
Solvability Factors							
YES NO <input type="checkbox"/> <input checked="" type="checkbox"/> a. Can a suspect be named? <input type="checkbox"/> <input checked="" type="checkbox"/> b. Is the suspect known? <input type="checkbox"/> <input checked="" type="checkbox"/> c. Can the suspect be identified? <input type="checkbox"/> <input checked="" type="checkbox"/> d. Has the suspect been seen before? <input type="checkbox"/> <input checked="" type="checkbox"/> e. Was there a witness to the crime? <input type="checkbox"/> <input checked="" type="checkbox"/> f. Can the suspect vehicle be identified?		YES NO <input type="checkbox"/> <input checked="" type="checkbox"/> g. Was there a unique or unusual M.O. employed? <input type="checkbox"/> <input checked="" type="checkbox"/> h. Was there significant evidence? <input type="checkbox"/> <input checked="" type="checkbox"/> i. Is property traceable? <input type="checkbox"/> <input checked="" type="checkbox"/> j. Was there a minimum delay in reporting? <input type="checkbox"/> <input checked="" type="checkbox"/> k. Is there a significant reason to believe crime may be solved with a reasonable amount of investigative effort?		Exceptional Clearance (Status 8) <input type="checkbox"/> (A) Death of Offender <input type="checkbox"/> (B) Prosecution Declined <input type="checkbox"/> (C) Extradition Declined <input type="checkbox"/> (D) Refuse to Cooperate <input type="checkbox"/> (E) Juvenile, No Custody <input checked="" type="checkbox"/> (N) Not Applicable			
CASE STATUS (Check One) <input type="checkbox"/> 1 Active <input type="checkbox"/> 5 Inactive <input type="checkbox"/> 4 Closed Arrest <input type="checkbox"/> 2 Active - TOT O/A <input type="checkbox"/> 6 Inactive WOF <input type="checkbox"/> 8 Closed Exception <input type="checkbox"/> 3 Unfounded <input type="checkbox"/> 7 Closed Service				Case Closed (Status 4 or 8) <input type="checkbox"/> Juvenile <input type="checkbox"/> Adult		Negative File Number	
Date/Time Notified 12/13/2023 12:59				Date/Time Arrived at Scene 12/13/2023 13:01		Date/Time Cleared Scene 12/13/2023 13:36	
Information Copies Furnished to:				Approving Supervisor 2103 - Sgt. Joseph D. Slabaugh		Date 12/13/2023	
						Original Report <input type="checkbox"/> Supplemental Report <input type="checkbox"/>	
						Date Report Submitted 12/13/2023	

WILLIAMSON COUNTY SHERIFF'S OFFICE

CONFIDENTIAL

PRELIMINARY INVESTIGATIVE REPORT

D.S.P. 102 - M

NARRATIVE (CONTINUATION)

Code Number TN0940000	Reported By 2518 - Brady M. Cartwright	Page No. <u>3</u>	Origin 01 - Zone 1	Date 09/01/2019	Time	Case Number 2023-35037
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Summary
report with the TBI and FBI in which he stated it was a while ago but he stopped them due to the fact he did not want his ex-wife to suffer.

Furthermore, Jeffrey advised he filed a civil suit against several Judges, Attorney and The State. Jeffrey provided me with a file number (#1;23-CV01097-PLM-RSK). At this time, I advised Jeffrey that this incident is in fact civil; however, I would in fact document the information given on a TIBRS report under Civil. I then provided him a case number for the case and advised him if he had any other questions to contact dispatch to speak with a Deputy.

Case#2023-35037

No Guns Involved

No Drugs Involved

WILLIAMSON COUNTY SHERIFF'S OFFICE
ATTN: RECORDS/TINA WEATHERBY
408 CENTURY COURT
FRANKLIN, TN 37064

NEOPOST
12/20/2023
US POSTAGE \$011.45⁰⁰
ZIP 37064
0411M11290340

Mr. Jeff Fenton
17195 Silver Pkwy.
Fenton, MI
48430

The Ancient Paths

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

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

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

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

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

God's Blessing Through Cultural Traditions

after your family. His purpose is to devastate and destroy your marriage, children, and grandchildren. **In order to do so, he must first bind the strong man.**

Who is the strong man of your house? The husband is the strong man to the wife, and both parents are strongmen to the children. **Thus, in the areas of life in which the enemy can bind the parents, he has access to the children.**

**Guidelines for
Tennessee Court Clerks Who Assist Self-Represented Persons**
(Approved by the Tennessee State Court Clerks Association and endorsed by the Tennessee Supreme Court)

A. The primary goal of court and clerks' staff is to provide high quality service to court users. Court clerks strive to provide accurate information and assistance in a prompt and courteous manner. However, in many or most situations involving *pro se* litigants (or represented litigants who come to the clerk's office without their attorneys), the best customer service might be to advise the litigant to seek the assistance of an attorney. The purpose of this rule is to provide guidance to court clerks about the services they may provide to self-represented persons without violation of the prohibition against engaging in the unauthorized practice of law. It is not intended to restrict the powers of court clerks as otherwise provided by statute or rule, nor is it intended to eliminate the collection of applicable fees or costs. Finally, it is not the purpose of this Rule to require court clerks to provide the assistance authorized by paragraph D.

B. Absolute duty of impartiality. Court clerks must treat all litigants fairly and equally. Court clerks must not provide assistance for the purpose of giving one party an advantage over another, nor give assistance to one party that they would not give to an opponent.

C. Prohibition against giving legal advice. As specified in paragraph C.2, court clerks shall not provide legal advice or recommend a specific course of action for an individual other than the advice to seek the assistance of a lawyer. (*See Guideline C.2* for examples of legal advice.)

1. If a court user asks for legal advice, court clerks shall inform the person that the clerk is not authorized to provide legal advice and shall advise the person to seek the assistance of an attorney.
2. Court clerks shall not apply the law to the facts of a given case, nor give directions regarding how a litigant *should* respond or behave in any aspect of the legal process. For example, court clerks shall not:
 - a. Recommend whether to file a petition or other pleading.
 - b. Recommend phrasing or specific content for pleadings.
 - c. Fill in a form for the self-represented person, provided, however, that if a litigant has a physical disability or is illiterate and therefore unable to fill in a form, and the litigant explains the disability to a clerk's staff member and requests appropriate assistance, then the staff member may fill in the form. In such a case, however, the clerk's staff member must write down the *exact words* provided by the litigant, and another staff member must witness the action.)
 - d. Recommend specific people against whom to file petitions or other pleadings.
 - e. Recommend specific types of claims or arguments to assert in pleadings or at trial.

- f. Recommend what types or amount of damages to seek or the specific litigants from whom to seek damages.
 - g. Recommend specific questions to ask witnesses or other litigants.
 - h. Recommend specific techniques for presenting evidence in pleadings or at trial.
 - i. Recommend which objections to raise to an opponent's pleadings or motions at trial or when and specifically how to raise them.
 - j. Recommend when or whether a litigant should request (or oppose) a continuance.
 - k. Recommend when or whether a litigant should settle a dispute.
 - l. Recommend whether a litigant should appeal a judge's decision.
 - m. Interpret the meaning or implications of statutes or appellate court decisions as they might apply to an individual case.
 - n. Perform legal research.
 - o. Predict the outcome of a particular case, strategy, or action.
3. If a court clerk is uncertain whether the advice or information constitutes "legal advice," the clerk shall inform the person that the clerk is not authorized to provide legal advice and shall advise the person to seek the assistance of an attorney.

D. Authorized information and assistance. When a self-represented person seeks help -- excluding legal advice -- court or clerks' staff may respond to questions to the best of her or his ability. Court clerks are authorized to:

1. Unless prohibited by statute or court rule, provide public information contained in:
 - a. dockets or calendars,
 - b. case files,
 - c. indexes, and
 - d. other reports.
2. Provide a copy of or recite common, routinely employed:
 - a. court rules,
 - b. court procedures, and
 - c. administrative practices.
3. Show or tell the self-represented person where to access statutes or rules of procedure.
4. Identify forms [and informational booklets] that might meet the needs of the self-represented person, and provide forms [and informational booklets] that the Supreme Court [or trial judge] has [approved] mandated for the guidance of self-represented persons. When a clerk is reasonably certain about which form is most appropriate for use by a given litigant, the clerk should identify the appropriate form. However, clerks should avoid telling litigants that they *should* or *must* use a particular form. The appropriate approach in most situations is to tell the

litigant: a) a particular form probably will meet the individual's needs; b) clerks cannot guarantee that this is the correct form; and c) the litigant should read the form very closely or consult an attorney to determine the appropriateness of the form for the litigant's purposes.

5. Answer questions about how to complete forms (*e.g.*, where to write in particular types of information), but **not** questions about how the litigant *should* phrase his or her responses on the forms.
6. Define or explain terms commonly used in court processes.
7. Provide phone numbers for legal assistance organizations, mediator and lawyer referral services, and other judicially approved programs providing assistance to self-represented persons. .

E. Prohibition against revealing the outcome of a case before the information is officially released to the litigants or public. Court clerks shall not disclose the outcome of a matter submitted to a judge for decision until the outcome is part of the public record, or until the judge directs disclosure of the matter.

F. Ex parte communications.

1. If a litigant or attorney submits an *ex parte* **written** communication for a judge (*e.g.*, to grant a continuance; to stop or limit a garnishment), court staff **must** deliver it to a judge who should decide what action, if any, is appropriate.
2. If a party makes a **verbal** request that a judge take some type of **action** in a case, the clerk should tell the litigant to **put the request in writing** and:
 - a. address the request to the court;
 - b. include the case number (if any) on the document;
 - c. write the date on the document;
 - d. sign the written document;
 - e. print the person's name under the signature;
 - f. write the person's address and telephone number on the document;
 - g. deliver the written request to the clerk's office; and
 - h. serve a copy of the document on opposing litigant or litigant's attorney (in a manner consistent with the Tennessee Rules of Civil Procedure..
3. If a party or attorney contacts a court clerk by telephone with a verbal request for judicial action and there is insufficient time to deliver a written request to the clerk's office (*i.e.*, an emergency situation), the clerk may communicate the request to a judge in accordance with rules established by the chief or presiding judge(s) for handling such communications. The clerk, however, should tell the caller that the clerk cannot guarantee that the judge will grant the request.



STATE OF TENNESSEE

CIRCUIT JUDGES, TWENTY-FIRST JUDICIAL DISTRICT
135 FOURTH AVENUE SOUTH • SUITES 264 & 286
WILLIAMSON COUNTY JUDICIAL CENTER • FRANKLIN, TENNESSEE 37064
(615) 790-5426 • FAX (615) 790-4424 • FAX (615) 780-5047

MICHAEL W. BINKLEY
JUDGE, DIVISION III

TIMOTHY L. EASTER
JUDGE, DIVISION IV

ROBBIE T. BEAL
JUDGE, DIVISION I
JAMES G. MARTIN III
JUDGE, DIVISION II

September 10, 2012

Debbie McMillan Barrett
Circuit Court Clerk Williamson County
135 Fourth Avenue South
Franklin, TN 37064

Barbara Hinson
Circuit Court Clerk Lewis County
Lewis County Courthouse
Hohenwald, TN 38462

Administrative Office of the Courts
511 Union Street, Ste 600
Nashville, TN 37219

Peggy Smotherman
Circuit Court Clerk Perry County
Perry County Courthouse
Linden, TN 37096

Dana Nicholson
Circuit Court Clerk Hickman County
104 College Avenue, Suite 204
Centerville, TN 37033

Tre Hargett
Tennessee Secretary of State
State Capitol Bldg 1st Floor
Nashville, TN 37243

Elaine Anderson
County Clerk
1320 West Main Street Ste 135
Franklin, TN 37064-3700

RECEIVED
2012 SEP 12 AM 10:10
OFFICE OF
SECRETARY OF STATE

Re: Oath of Office
Honorable Michael W. Binkley

Ladies and Sir:

Enclosed please find for filing with your office an original Oath of Office for the Honorable Michael W. Binkley, Circuit Court Judge for the 21st Judicial District.

Thank you for your assistance in this matter.

Sincerely,

Debbie Rubenstein
Debbie Rubenstein
Legal Assistant

/dmr
Enclosure

RECEIVED
2012 SEP 12 AM 10:10
OFFICE OF
SECRETARY OF STATE

Oath of Office

I, Michael W. Binkley, do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of Tennessee, that I will administer justice without respect of persons, and that I will faithfully and impartially discharge all the duties incumbent upon me as Judge of the Circuit and Chancery Courts, Division III, of the 21st Judicial District of the State of Tennessee, to the best of my skill and ability, so help me God.

This the 31st day of August, 2012.


Michael W. Binkley

I, Judge Robbie T. Beal, have this day administered the Oath of Office to Michael W. Binkley, Judge of the Circuit and Chancery Courts, Division I, of the 21st Judicial District of the State of Tennessee, as prescribed and required by law.

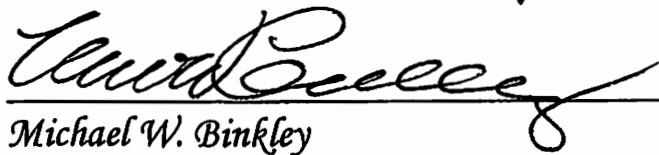
This the 31st day of August, 2012.


Robbie T. Beal
Circuit Court Judge

Oath of Office

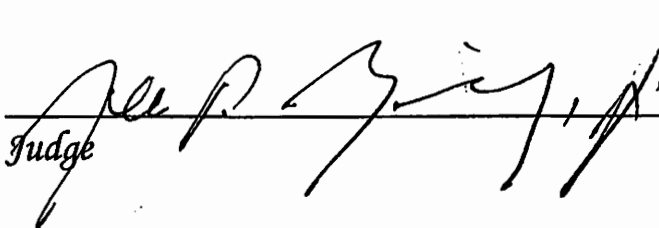
I, Michael W. Binkley, do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of Tennessee, that I will administer justice without respect of persons, and that I will faithfully and impartially discharge all the duties incumbent upon me as Circuit Judge of Division III, of the 21st Judicial District of the State of Tennessee, to the best of my skill and ability, so help me God.

This the 29th Day of August, 2014


Michael W. Binkley

I, JOE P. SINKLEY, JR. have this day administered the Oath of Office to Michael W. Binkley, Circuit Judge of Division III, of the 21st Judicial District of the State of Tennessee, as prescribed and required by law.

This the 29th Day of August, 2014


Judge

OFFICE OF THE
SECRETARY OF STATE

2014 SEP -5 PM 4:04

RECEIVED

12091200.1

JUDGE BINKLEY ADMINISTERS OATH TO JUDGE BINKLEY

October 11, 2012

It was all in the family at the recent swearing in of Circuit Court Judge Mike Binkley, the newest judge in the 21st Judicial Circuit.

Judge Binkley was sworn in by his brother, Davidson County 5th Circuit Court Judge Joe P. Binkley Jr. of the 20th Judicial Circuit. The ceremony took place August 31 at the historic Franklin Courthouse in front of family, local officials and members of the legal community.

"Alright, Mike. We're very proud of you," said the older brother to the younger as the oath ceremony began.

Both Judge Binkleys are third generation attorneys with a prominent heritage in the legal community. Their father is the late Joe P. Binkley Sr., who is remembered as one of the most effective criminal defense attorneys to ever practice in Nashville. Their maternal grandfather was Homer B. Weimer, who served four years on the bench as judge of Criminal Court Division II in Davidson County.



Judge Mike Binkley, his wife, Sandy, and Judge Joe P. Binkley, Jr. at Mike Binkley's swearing in.

www.tsc.state.tn.us/news/2012/10/11/judge-binkley-administers-oath-judge-binkley

JUDGE JOE P. BINKLEY, JR.
5th Circuit Court
Room 509

I. Biography

Judge Joe P. Binkley, Jr. is a native Nashvillian. He attended high school at Montgomery Bell Academy and graduated in 1962. He received his B.A. from Vanderbilt University in 1966. He received his J.D. from Vanderbilt University School of Law and was admitted to the Tennessee Bar in 1969. During nearly 40 years of law practice, Judge Binkley was a sole practitioner trial attorney representing Plaintiffs in all types of simple as well as complex workers' compensation and personal injury cases, representing individuals in all types of simple and complex domestic relations matters as well as defendants in all types of simple and complex criminal cases from 1969 through early 2008 in the state trial courts, federal trial courts and all appellate courts. He is a member of the Tennessee and Nashville Bar Associations and the Tennessee Association for Justice. He is a Trustee of the Nashville Bar Foundation as well as a Board Member of the Nashville Bar Association. He is also an Emeritus member of the Harry Phillips American Inn of Court and a Fellow of both the Nashville and the Tennessee Bar Foundations.

Judge Binkley has served as the Fifth Circuit Court Judge since his appointment in March of 2008 and subsequent election in August of 2008 and re-election in August of 2014. He hears predominantly civil cases; however, upon request, he has also been available to hear DUI criminal cases, divorce cases, Chancery cases and Probate cases. In 2015, he is serving his fifth consecutive term as the Presiding Judge of the 18 State Trial Court Judges in the 20th Judicial District.

Judge Binkley has been married to Suzanne Griffith Binkley since 1967. They have one son, Jay Binkley, who resides in Dallas, Texas with his wife Kristen, and two daughters, Holly Binkley Higgins along with her husband Mike and their two sons, Will and Jack, who live in Glenview, Illinois, and Ellie Binkley Fromherz along with her husband Bernard and their sons Joseph and Robert and daughter Claire who reside in Madisonville, Louisiana.

II. Preliminary General Matters

A. Scheduling

- 1. Trial dates for all jury and non-jury trials should be obtained from the Assignment Clerk at (615) 862-4209. All other scheduling should be done with Judge Binkley's Judicial Assistant, Marla Guinn at (615) 862-5915.**
- 2. In all jury cases, the Circuit Court Special Master, Marsh Nichols, will schedule a status conference/case management conference after the expiration of approximately 4-6 months from the initial filing of a jury case. These conferences are conducted by the Special Master. Each case is designated as either a general sessions appeal, expedited, standard, or complex pursuant to Local Rule §§ 27.06(f).**

B. Correspondence with the Court

Judge Binkley prefers that all communication with the Court should be by pleadings, notices, memoranda and briefs. Letters sent to the Court will be placed in the case file.

C. Telephone Conferences with the Court

Judge Binkley will conduct status conferences or pre-trial conferences by telephone whenever out-of-town counsel are involved and/or the physical presence of in-town counsel is not feasible and/or necessary.

Judge Binkley generally will not resolve discovery disputes by telephone. Attorneys or parties must file the appropriate motion.

Judge Binkley will conduct emergency motions by telephone whenever it is necessary and/or appropriate.

D. Pro Hac Vice Admission

Judge Binkley is vigilant in requiring out-of-state counsel to comply with the requirements of Supreme Court Rule 19 before participating in a case.

III. Pretrial Matters

A. Pretrial Motions

- 1. Motions should be scheduled pursuant to Local Rule §26.03.**
- 2. Judge Binkley will allow a motion to be heard earlier than the minimum notice if all parties agree. However, a waiver of Local Rule §26.01 (i.e. scheduling a dispositive motion within thirty (30) days of a trial date) will require permission from the Court.**
- 3. In order to schedule a motion on an expedited basis without the agreement of all parties, a party must file a motion for an expedited hearing, along with the underlying motion. A proposed order granting the motion for an expedited hearing shall be filed as well, leaving the date of hearing blank for the Court to complete. The motion for an expedited hearing should fully explain why Local Rule §26.03(a) or (b) should be waived. If Judge Binkley grants the motion for an expedited hearing, he will enter the proposed order and schedule a hearing on the underlying motion. Counsel will be notified of the expedited hearing date by telephone, fax or e-mail.**
- 4. Oral argument of a motion may be waived by agreement of counsel. See Local Rule §25.04.**

5. **Parties are not required to appear on Friday mornings if no response to their motion has been timely filed. An order should be filed granting the motion within seven (7) days of the motion hearing date. See Local Rule § 33.01(a).**
6. **Late responses generally are not considered by the Court. If the parties agree to allow a non-movant to respond to a motion late, the Court will consider the late response so long as the Court has been notified of the agreement in advance.**
7. **Judge Binkley does not call either the no response docket or motions for summary judgment when no responses have been filed; however, prior to calling the response docket, Judge Binkley will address any questions and comments concerning the no response docket.**

B. Settlement Conferences/ADR

In order to schedule a judicial settlement conference for a case that has been assigned to the Fifth Circuit Court, contact the Special Master's Office at 880-2555.

IV. Trial Procedure

A. Courtroom Decorum

1. **Please use the podium, and please stand behind the podium when addressing the Court.**
2. **Do not bring gum, food or drink (other than water) in the courtroom.**
3. **Please ask permission before approaching a witness or the judge.**
4. **An attorney should never directly hand an exhibit to the judge or a witness. Please wait for the court officer to come forward and receive the exhibit. The court officer will then pass the exhibit to the witness.**

B. Voir Dire

1. **Counsel should keep in mind that voir dire is not an opening statement. Fact specific questions are discouraged.**
2. **Judge Binkley will conduct a short preliminary voir dire of jurors who are initially seated in the jury box as well as those who are subsequently seated in the jury box. One of the questions Judge Binkley will ask the prospective jurors is whether or not they have previously served on either a civil or a criminal jury and the verdicts rendered in those cases.**
3. **Please address all of your general questions to the jurors seated in the jury box as well as to all prospective jurors seated in the courtroom.**

4. **You may use your challenges against any juror until your challenges are exhausted. (Back striking is permitted.)**

C. Note Taking By Jurors

Judge Binkley will tell the jurors they are welcome to take notes during trials. Pen and paper are provided to the jurors by the Court for that purpose. The jurors are allowed to take their notes with them into the jury room when deliberations begin.

D. Opening Statement

Counsel should keep in mind that an opening statement is not a time for argument, but rather a presentation of anticipated facts.

E. Examination of Witness

If you plan to introduce evidence or cross examine about evidence admissible under T.R.E. 404(b), 405(a), 608(b) or 609, please obtain permission from the judge beforehand, out of the presence of the jury.

F. Exhibits

1. **As a general rule, the Court Officer of the Fifth Circuit Court will mark/label all trial exhibits. If the Court Officer is unavailable and if a court reporter is present for a jury trial, the court reporter will mark/label all trial exhibits unless counsel have agreed in advance to pre-labeling of the exhibits. This same procedure applies to non-jury trials. Judge Binkley asks that counsel and the parties remain silent until each exhibit has been marked.**
2. **A witness who wishes to use a diagram or drawing shall prepare the diagram or drawing prior to trial or at a recess or break prior to the testimony and allow all counsel to review the diagram before being introduced at trial.**
3. **Counsel admitting documentary evidence which he or she wants the jury to read in court shall provide a sufficient number of copies to enable each juror in court to have his or her own copy plus one copy for the Court.**

G. Closing Statement

Judge Binkley generally will not set a time limit for closing argument.

H. Jury Instructions and Verdict Forms

- 1. If counsel wishes to submit them, proposed jury instructions and a verdict form should be given to Judge Binkley's law clerk as soon as practicable either before trial begins, but certainly before the end of the trial.**
- 2. A jury charge conference will be held with the attorneys to discuss the jury instructions and verdict form. These conferences are held on the record in the courtroom.**
- 3. In all cases a copy of the finalized jury instructions and verdict form is provided for each juror to follow along as Judge Binkley reads them. Each juror is then allowed to bring their copy of the instructions and verdict form into the jury deliberation room, and the jurors may refer to their copies at any time during their deliberations.**

I. Jury Deliberation and Verdict

- 1. Counsel are not required to remain in the courtroom or at the courthouse while the jury is deliberating; however, all counsel shall inform the court officers of where they will be and how they can be contacted throughout the jury deliberations.**
- 2. All appropriate exhibits are given to the jury as they begin their deliberations.**
- 3. All questions from and requests by the jury are submitted in writing to Judge Binkley. Judge Binkley will provide copies of all juror questions and requests to counsel and will meet and confer with counsel before making any replies.**
- 4. Transcripts of audio and video testimony are not given to the jurors with other exhibits. If the jurors request to see a transcript or rehear such testimony, Judge Binkley will review such a request with counsel.**
- 5. After the verdict has been announced by the presiding juror, as a general rule the jury will be polled by Judge Binkley.**
- 6. After the jury has announced its verdict and court has recessed, Judge Binkley prefers to speak with the jurors and to answer their questions to the extent appropriate.**

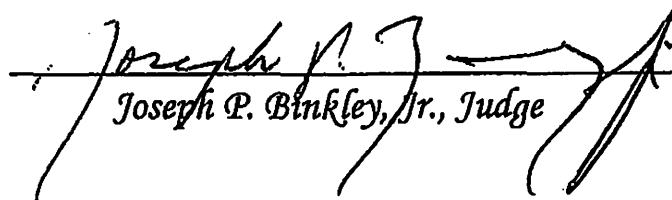
V. Other Comments

- 1. If counsel or a party expects that they will be late to court, please notify the Court as soon as possible. If a civil motion is called on a Friday morning and the movant is not present without having notified the Court, the motion may be stricken. If a non-movant is not present without having notified the Court, the motion may be granted.**

Oath of Office

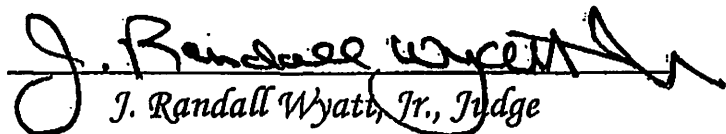
I, Joseph P. Binkley, Jr., do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of Tennessee, that I will administer justice without respect of persons, and that I will faithfully and impartially discharge all the duties incumbent upon me as Judge of the Fifth Circuit Court, Twentieth Judicial District, of the State of Tennessee, to the best of my skill and ability, so help me God.

This the 29th Day of August, 2008.


Joseph P. Binkley, Jr., Judge

I, J. Randall Wyatt, Jr., Judge, have this day administered the Oath of Office to Joseph P. Binkley, Jr., Judge of the Fifth Circuit Court, Twentieth Judicial District, of the State of Tennessee, as prescribed and required by law.

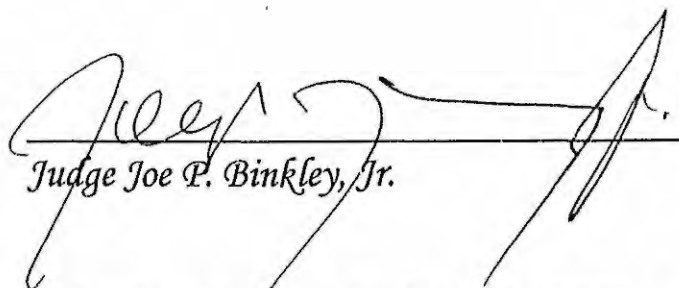
This the 29tht Day of August, 2008.


J. Randall Wyatt, Jr., Judge
Criminal Court, Div. II
Twentieth Judicial District

Oath of Office

I, Judge Joe P. Binkley, Jr., do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of Tennessee, that I will administer justice without respect of persons, and that I will faithfully and impartially discharge all the duties incumbent upon me as Judge of the Circuit Court for the 20th Judicial District, Division V, of the State of Tennessee, to the best of my skill and ability, so help me God.

This the 31st day of August, 2014.


Judge Joe P. Binkley, Jr.

I, MIKE W. BINKLEY, have this day administered the Oath of Office to Joe P. Binkley, Jr., Judge of the Circuit Court for the 20th Judicial District, Division V, of the State of Tennessee, as prescribed and required by law.

This the 31st day of August, 2014.





CLERK OF THE COURT
GENERAL'S OFFICE

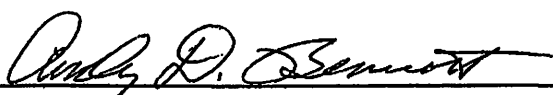
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Oath of Office

I, Andy D. Bennett, do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of Tennessee, that I will administer justice without respect of persons, and that I will faithfully and impartially discharge all the duties incumbent upon me as Judge of the Court of Appeals, Middle Section, of the State of Tennessee, to the best of my skill and ability, so help me God.

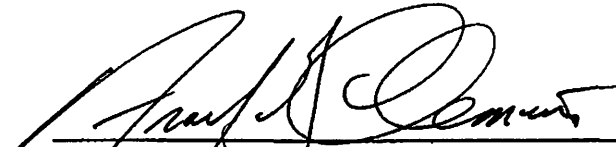
This the 2nd Day of September, 2014.



Andy D. Bennett

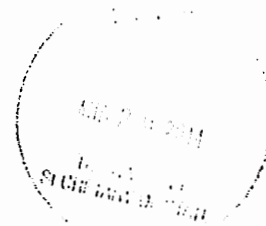
I, Frank G. Clement, Judge, Tennessee Court of Appeals, have this day administered the Oath of Office to Andy D. Bennett, Judge of the Court of Appeals, Middle Section, of the State of Tennessee, as prescribed and required by law.

This the 2nd Day of September, 2014.



Frank G. Clement


RECEIVED
2014 SEP -2 PM 12:00
OFFICE OF
SECRETARY OF STATE



Oath of Office

I, Frank G. Clement, Jr., do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of Tennessee, that I will administer justice without respect of persons, and that I will faithfully and impartially discharge all the duties incumbent upon me as Judge of the Court of Appeals, of the State of Tennessee, to the best of my skill and ability, so help me God.

This the 29th day of August, 2014.



Frank G. Clement, Jr., P. J., M. S.

I, Richard H. Dinkins, have this day administered the Oath of Office to Frank G. Clement, Jr., Judge of the Court of Appeals, of the State of Tennessee, as prescribed and required by law.

This the 29th day of August, 2014.



Richard H. Dinkins, Judge

Oath of Office

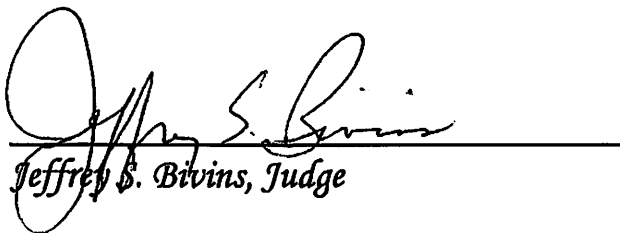
I, William Neal McBrayer, do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of Tennessee, that I will administer justice without respect of persons, and that I will faithfully and impartially discharge all the duties incumbent upon me as Judge of the Court of Appeals of the State of Tennessee, to the best of my skill and ability, so help me God.

This the 5th day of May, 2014.

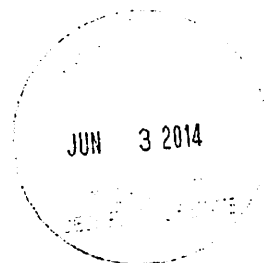

William Neal McBrayer

I, Jeffrey S. Bivins, Judge of the Court of Criminal Appeals of the State of Tennessee, have this day administered the Oath of Office to William Neal McBrayer, Judge of the Court of Appeals of the State of Tennessee, as prescribed and required by law.

This the 5th day of May, 2014.


Jeffrey S. Bivins, Judge

RECEIVED
2014 MAY -5 PM 3:32
OFFICE OF
SECRETARY OF STATE



STATE OF TENNESSEE

Oath of Office

I, *William Neal McBrayer*, do solemnly swear that as Judge of the Tennessee Court of Appeals, Middle Section of the State of Tennessee, I will support the Constitution of the State of Tennessee and the Constitution of the United States, and that I will perform with fidelity and faithfully execute the duties of the office to which I have been appointed, and which I am about to assume. So help me God.

This the 29th day of May, 2014.

William Neal McBrayer
William Neal McBrayer

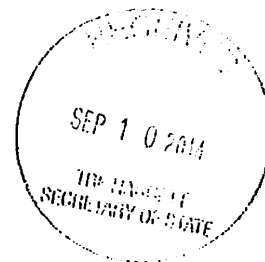
STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

I, *Bill Haslam*, Governor of the State of Tennessee, have this day administered the Oath of Office to William Neal McBrayer as prescribed by law. This the 29th day of May, 2014.

Bill Haslam
Bill Haslam

Oath of Office



I, William Neal McBrayer, do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of Tennessee, that I will administer justice without respect of persons, and that I will faithfully and impartially discharge all the duties incumbent upon me as Judge of the Court of Appeals of the State of Tennessee, to the best of my skill and ability, so help me God.


This the 10th day of September, 2014.



William Neal McBrayer

I, Andy D. Bennett, Judge of the Court of Appeals of the State of Tennessee, have this day administered the Oath of Office to William Neal McBrayer, Judge of the Court of Appeals of the State of Tennessee, as prescribed and required by law.

This the 10th day of September, 2014.



Andy D. Bennett

OATHS OF OFFICE

The oath of office for any elected or appointed county official may be administered by the county mayor, the county clerk, a judge of any court of record in the county, or the current or a retired judge of the general sessions court. T.C.A. § 8-18-109.

All elected county officials and the appointed officers such as clerk and master, and deputies to these officers, are required to take an oath of office that actually consists of two oaths: the constitutional oath and an oath for the particular office or fidelity oath (TENN. CONST. Art. X, Sec. 1).

The following is a combination fidelity and constitutional oath:

I do solemnly swear that I will perform with fidelity the duties of the office to which I have been elected, and which I am about to assume. I do solemnly swear to support the constitutions of Tennessee and the United States and to faithfully perform the duties of the office of _____ for _____ County , Tennessee.

The simple constitutional oath and fidelity oath are taken by those who do not have a more specific oath prescribed by law (T.C.A. § 8-18-111). This basic oath is used upon entering the following offices:

County Mayor

County Clerk (or deputy county clerk by substituting the word "appointed" for "elected")

County Register (or deputy register by substituting the word "appointed" for "elected")

Chief administrative officer of the county highway department

County commissioners may use the same basic oath as noted above but phrased as follows:

I do solemnly swear that I will perform with fidelity the duties of the office to which I have been elected, and which I am about to assume. I do solemnly swear to support the constitutions of Tennessee and the United States and to faithfully perform the duties of the office of county commissioner representing the _____ district of _____ County, Tennessee.

Clerks of court take the following oath prescribed by T.C.A. § 18-1-103:

I do solemnly swear to support the constitutions of Tennessee and the United States. I do solemnly swear that I will execute the duties of the office of _____ without prejudice, partiality, or favor, to the best of my skill and ability; that I have neither given nor will give any person any gratuity, gift, fee or reward in consideration of support for this office and I have neither sold nor offered to sell, nor will sell, my interest in this office.

Deputy clerks of court must take the following oath prescribed by T.C.A. § 18-1-104:

I do solemnly swear that I will perform with fidelity the duties of the office to which I have been appointed and which I am about to assume and that I will faithfully discharge the duties of the office of _____ to the best of my skill and ability. I do solemnly swear to support the constitutions of Tennessee and the United States.

Sheriffs take the following oath according to T.C.A. § 8-8-104:

I do solemnly swear that I will perform with fidelity the duties of the office to which I have been elected, and which I am about to assume. I do solemnly swear to support the constitutions of Tennessee and the United States and to faithfully perform the duties of the office of sheriff for _____ County, Tennessee. I further swear that I have not promised or given, nor will I give any fee, gift, gratuity, or reward for this office or for aid in procuring this office; that I will not take any fee, gift, or bribe, or gratuity for returning any person as a juror or for making any false return of any process and that I will faithfully execute the office of sheriff to the best of my knowledge and ability, agreeably to law.

Deputy sheriffs take an oath similar to the sheriff (according to T.C.A. § 8-18-112) as follows:

I do solemnly swear that I will perform with fidelity the duties of the office to which I have been appointed, and which I am about to assume. I do solemnly swear to support the constitutions of Tennessee and the United States and to faithfully perform the duties of the office of deputy sheriff for _____ County, Tennessee. I further swear that I have not promised or given, nor will I give any fee, gift, gratuity, or reward for this office or for aid in procuring this office; that I will not take any fee, gift, or bribe, or gratuity for returning any person as a juror or for making any false return of any process and that I will faithfully execute the office of deputy sheriff to the best of my knowledge and ability, agreeably to law.

County trustees takes the following oath:

I do solemnly swear that I will perform with fidelity the duties of the office to which I have been elected, and which I am about to assume. I do solemnly swear to support the constitutions of Tennessee and the United States and to faithfully perform the duties of the office of trustee for _____ County, Tennessee.

Deputy trustees take the same oath but substitute the word "appointed" for "elected."

Additionally, at the time of executing bonds, the trustee must take an additional oath according to T.C.A. § 67-5-1901, as follows:

I do solemnly swear that I will faithfully collect and account for all taxes for my county, or cause the same to be done, according to law, and that I will use all lawful means in my power to find out and assess such property as may not have been assessed for taxation in my county, and return a list of the same on settlement.

Assessors of property and deputy assessors must take and subscribe an oath of office according to T.C.A. § 67-1-507 as follows:

I, _____, assessor of property (or deputy assessor) of the County of _____, State of Tennessee, do solemnly swear (or affirm) that I will appraise, classify, and assess all taxable property of the County of _____, according to the Constitution of Tennessee and the laws of the state; that I will truly report all persons who fail or refuse to list their taxable property or who have to my knowledge returned a fraudulent list, and that I will faithfully, impartially, and honestly discharge my duties as assessor of property according to the law, to the best of my knowledge and ability, without fear, favor, or affection, so help me God.

Assessors and their deputies must also take the constitutional oath, to wit:

I do solemnly swear to support the constitutions of Tennessee and of the United States and to faithfully perform the duties of assessor (or deputy assessor) which I am about to assume.

Constables without law enforcement powers take the following oath according to T.C.A. § 8-10-108(a):

I do solemnly swear that I will well and truly serve the state of Tennessee in the office of constable and that I will faithfully, and without delay, execute and return all lawful process directed to me, and that I will well and truly, according to my power and ability, do and execute all other duties of the office of constable. I do solemnly swear to support the constitutions of Tennessee and the United States.

Constables with law enforcement powers take the following oath according to T.C.A. § 8-10-108(b):

I do solemnly swear that I will well and truly serve the state of Tennessee in the office of constable, will cause the peace of the state to be kept to the best of my power and that I will arrest all persons that go in my sight armed offensively or who commit any riot, affray, or other breach of the peace, and will use my best endeavor, on complaint made, to apprehend all felons, rioters, or persons riotously assembled; and if such persons flee or make resistance, I will pursue and make hue and cry, according to law; and that I will faithfully, and without delay, execute and return all lawful process directed to me, and that I will well and truly, according to my power and ability, do and execute all other duties of the office of

constable. I do solemnly swear to support the constitutions of Tennessee and the United States.

General sessions court judges take an oath of office (usually administered by a chancellor or circuit judge) pursuant to T.C.A. §§ 16-15-203 and 17-1-104, as follows:

I do solemnly swear that I will support the Constitution of the United States and the Constitution of Tennessee, and that I will administer justice without respect of persons and impartially discharge all of the duties incumbent upon a judge of a general sessions court in the State of Tennessee to the best of my skill and ability.

School board members:

I, _____, do solemnly swear that I will perform with fidelity the duties of the office to which I have been elected, and which I am about to assume. I do solemnly swear to support the constitutions of Tennessee and the United States and to faithfully perform the duties of the office of member of the board of education representing the ___ education district of _____ County, Tennessee.



Obsessive-Compulsive Personality Disorder (OCPD)

By [Mark Zimmerman](#), MD, South County Psychiatry

Reviewed/Revised Sep 2023

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

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

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

The estimated median prevalence is 4.7% but may be as high as 7.8% ([1](#), [2](#)). In population-based studies it is equally common in males and females.

Familial traits of compulsivity, restricted range of emotion, and perfectionism are thought to contribute to this disorder ([3](#)).

Comorbidities may be present. Patients often also have a [depressive disorder](#) (major depressive disorder or persistent depressive disorder), [anxiety disorder](#), or [obsessive-compulsive disorder](#) ([4](#)).

General references

1. [Grant JE, Mooney ME, Kushner MG](#): Prevalence, correlates, and comorbidity of DSM-IV obsessive-compulsive personality disorder: Results from the National Epidemiologic Survey on Alcohol and Related Conditions. *J Psychiatr Res* 46(4):469-475, 2012. doi: 10.1016/j.jpsychires.2012.01.009
2. Morgan TA, Zimmerman M: Epidemiology of personality disorders. In *Handbook of Personality Disorders: Theory, Research, and Treatment*. 2nd ed, edited by WJ Livesley, R Larstone, New York, NY: The Guilford Press, 2018, pp. 173-196.
3. [Marincowitz C, Lochner C, Stein DJ](#): The neurobiology of obsessive-compulsive personality disorder: A systematic review. *CNS Spectr* 27(6):664-675, 2022. doi: 10.1017/S1092852921000754
4. [Zimmerman M, Rothschild L, Chelminski I](#): The prevalence of DSM-IV personality disorders in psychiatric outpatients. *Amer J Psychiatry* 162:1911-1918, 2005, doi: 10.1176/appi.ajp.162.10.1911

Symptoms and Signs of OCPD

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

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

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

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

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

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

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

Symptoms of obsessive-compulsive personality disorder may improve over a time (eg, within one 1 year), but their persistence (ie, remission and relapse rates) over time is less clear.

Diagnosis of OCPD

- *Diagnostic and Statistical Manual of Mental Disorders*, 5th ed, Text Revision (DSM-5-TR) criteria

For a diagnosis of obsessive-compulsive personality disorder (1), patients must have

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

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

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

Also, symptoms must have begun by early adulthood.

Differential diagnosis

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

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

Diagnosis reference

1. American Psychiatric Association: *Diagnostic and Statistical Manual of Mental Disorders*, 5th ed, Text Revision (DSM-5-TR). Washington, DC, American Psychiatric Association, 2022, pp 771-775.

Treatment of OCPD

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

[General principles for treatment](#) of obsessive-compulsive personality disorder are similar to those for all personality disorders.

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

Psychodynamic therapy and cognitive-behavioral therapy can help patients with obsessive-compulsive

Psychodynamic therapy and cognitive-behavioral therapy can help patients with obsessive-compulsive personality disorder (1). Sometimes during therapy, the patient's interesting, detailed, intellectualized conversation may seem psychologically oriented, but it is void of affect and does not lead to change.

[Limited data suggest SSRIs](#) may be effective (2).

Treatment references

1. [Diedrich A, Voderholzer U](#): Obsessive-compulsive personality disorder: A current review. *Curr Psychiatry Rep.* 17(2):2, 2015. doi: 10.1007/s11920-014-0547-8
2. [Gecaite-Stonciene J, Williams T, Lochner C, et al](#): Efficacy and tolerability of pharmacotherapy for obsessive-compulsive personality disorder: A systematic review of randomized controlled trials. *Expert Opin Pharmacother* 23(11):1351-1358, 2022. doi: 10.1080/14656566.2022.2100695



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UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MICHIGAN

FILED- LN

March 25, 2024 4:07 PM
CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY: eod FILED BY: eod 3/26

JEFFREY RYAN FENTON,

PLAINTIFF

v.

VIRGINIA LEE STORY ET AL.,

DEFENDANTS

CASE NO. 1:23-cv-1097

**DECLARATION OF IRREFUTABLE PROOF OF A CRIMINAL CONSPIRACY
SPANNING STATE AND FEDERAL COURTS** (REV. 3/13/24)

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

I, Jeffrey Ryan Fenton, declare under oath as follows:

I. References in this document to Ms. Fawn Fenton are hereinafter “Ms. Fenton,” “wife,” and/or “ex-wife.”

II. No matter what any defendant named in this complaint claims, the evidence of the conspiracy against rights and property¹, under the color of law, office, and official right, by bad actors working in both Tennessee’s State and Federal Courts concurrently², can be definitively proven beyond any “reasonable” margin of “error”, by applying the F.R.B.P., Title-28, Title-11, and Title-18 law³, to the below (1) to (8) facts which are irrefutably encapsulated in the Court

¹ https://rico.jefffenton.com/evidence/2019-10-29_tn-wilco-deed-fraud-ada-financial-exploitation.pdf

² https://rico.jefffenton.com/evidence/2019_precipitating-tennessee-courts-parties-and-actions.pdf

³ https://rico.jefffenton.com/evidence/2019-04-26_conspiracy-against-rights-under-color-of-law.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1874-1924)

Records:

- (1) The date the **bankruptcy**⁴ was filed: **4/26/2019**. (See exhibit "A.")
- (2) The date the **divorce**⁵ was filed: **6/04/2019**. (See exhibit "B.")
- (3) I was a titled **owner**⁶ of the marital residence as **tenancy by the entirety**⁷. (See exhibit "C.") Named on both the property deed⁸ and tax records⁹. (See exhibits "D" and "E.")
- (4) I was **never provided notice**¹⁰ or **hearing** by the bankruptcy counsel, the bankruptcy trustee, or by the bankruptcy court, as required in the Federal Rules of Bankruptcy Procedure Rule-7001¹¹. (See exhibit "F.") As a result, these laws¹² were violated or illegally circumvented: 11 U.S.C. §§ 363¹³, 541¹⁴, 542¹⁵, 707¹⁶, 1203¹⁷, 1204¹⁸, 1205¹⁹,

⁴ https://rico.jefffenton.com/evidence/2019-04-26_fed-bankruptcy-filing-date-3-19-bk-02693.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-8, PageID.74)

⁵ https://rico.jefffenton.com/evidence/2019-06-04_tn-chancery-divorce-filing-date-48419b.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-17, PageID.651)

⁶ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-27, PageID.1416-1430

⁷ https://rico.jefffenton.com/evidence/2011-04-29_fenton-marital-residence-tenancy-by-entirety.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-13, PageID.541-542)

⁸ https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-brentwood-tn-deed.pdf

⁹ <https://rico.jefffenton.com/evidence/1986-sunnyside-brentwood-tn-2019-property-taxes.pdf>

¹⁰ https://rico.jefffenton.com/evidence/2022-03-15_ustp-bk-fraud-referral-confirmed-no-notice.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1881)

¹¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1898

¹² https://rico.jefffenton.com/evidence/2019-04-26_conspiracy-against-rights-under-color-of-law.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1874-1924)

¹³ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1903-1906

¹⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1908-1912

¹⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1913

¹⁶ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1914

¹⁷ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1915

¹⁸ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1915

1207²⁰, 1208²¹, 18 U.S.C. §§ 152²², 153²³, 154²⁴, 157²⁵, 158²⁶, 241²⁷, 242²⁸, 373²⁹,
401³⁰, 402³¹, 1951³², 28 U.S.C. §§ 1334³³, 1927³⁴

(5) The bankruptcy only reaped **\$44,079**³⁵ worth of alleged “**bankruptcy relief**” for Ms. Fenton in the end, as shown on the “Chapter 7 Trustee’s Final Account and Distribution Report (TDR)”³⁶ (See exhibit “G.”) It probably cost her twice that in combined legal fees for the action. While forfeiting \$250,000³⁷ in cash and labor that we had invested into our marital residence, as of the day of the auction. (See exhibit “H.”) Plus, another \$400,000³⁸ of appreciation has been lost since. (See exhibit “I.”)

¹⁹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1915-1916

²⁰ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1916

²¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1916

²² Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1917

²³ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1918

²⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1918

²⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1919-1920

²⁶ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1920

²⁷ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1922

²⁸ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1922

²⁹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1921

³⁰ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1921

³¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1921

³² Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1923

³³ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1882

³⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1893

³⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-13, PageID.569-576 (After subtracting out defendant Story’s outstanding fees, because without this scam there would be no need for defendant Story or her exorbitant fees.)

³⁶ https://rico.jefffenton.com/evidence/2021-01-26_trustees-final-account-and-distribution-report.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1883) (BK Case 3:19-bk-02693, Doc 136, Filed 1/26/2021, Page 1 of 8)

³⁷ <https://rico.jefffenton.com/evidence/1986-sunnyside-property-improvement-highlights.pdf> (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-12, PageID.501-511)

³⁸ https://rico.jefffenton.com/evidence/2023-05-31_1986-sunnyside-brentwood-tn-appreciation.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-12, PageID.485)

(6) 11 U.S.C. § 363(h)³⁹: “Notwithstanding subsection (f) of this section, **the trustee may sell both the estate’s interest**, under subsection (b) or (c) of this section, **and the interest of any co-owner in property** in which the debtor had, at the time of the commencement of the case, an undivided interest as a tenant in common, joint tenant, or **tenant by the entirety, only if— (3) the benefit to the estate** of a sale of such property free of the interests of co-owners **outweighs the detriment, if any, to such co-owners;**” (emphasis added).

- a. The bankruptcy code measures what is a “benefit to the [bankruptcy] estate”, in how much **unsecured debt** a sale could pay off, above and beyond the mortgage notes on that property.
- b. The mortgage notes are secured by the property interest, they can stand alone and balance each other out, and need not be involved in the bankruptcy at all. The only reason to compel a forced sale of the property (in this circumstance), would be to leverage the debtor’s equity in property to pay off **other unsecured debts**, after the mortgages on the property were completely satisfied.
- c. The forced sale of the marital residence was of absolutely “**no benefit to the bankruptcy estate.**” (See exhibit “J.”) The home auctioned for exactly the amounts owed on the two mortgages⁴⁰, while this came of absolutely no surprise to the defendants, it was by design. The sale proceeds did not pay off

³⁹ https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-call-declaration.pdf

https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-recorded-call.mp3

⁴⁰ https://rico.jefffenton.com/evidence/2019-10-29_1986-sunnyside-real-estate-deed-fraud.pdf

one dollar of unsecured debts, nor put a dollar in either my pocket or my ex-wife's (to my knowledge)⁴¹.

Adversary Proceeding in Federal District or Bankruptcy Court

The Trustee was required to provide Plaintiff and his two tenants/roommates with notices & hearings in federal court. Plaintiff had the following valid property interests: legal title, ownership, controlling, possession/enjoyment/use, beneficial, equitable, exclusion, investment, income, future. Plaintiff's tenants had secure one-year leasehold interests.

Rule 7001. Scope of Rules of Part VII

An adversary proceeding is governed by the rules of this Part VII. The following are adversary proceedings:

- (1) a proceeding to recover money or property, other than a proceeding to compel the debtor to deliver property to the trustee, or a proceeding under §554(b) or §725 of the Code, Rule 2017, or Rule 6002;
- (2) a proceeding to determine the validity, priority, or extent of a lien or other interest in property, but not a proceeding under Rule 3012 or Rule 4003(d);
- (3) a proceeding to obtain approval under §363(h) for the sale of both the interest of the estate and of a co-owner in property;
- (4) a proceeding to object to or revoke a discharge, other than an objection to discharge under §§727(a)(8),¹ (a)(9), or 1328(f);
- (5) a proceeding to revoke an order of confirmation of a chapter 11, chapter 12, or chapter 13 plan;
- (6) a proceeding to determine the dischargeability of a debt;
- (7) a proceeding to obtain an injunction or other equitable relief, except when a chapter 9, chapter 11, chapter 12, or chapter 13 plan provides for the relief;
- (8) a proceeding to subordinate any allowed claim or interest, except when a chapter 9, chapter 11, chapter 12, or chapter 13 plan provides for subordination;
- (9) a proceeding to obtain a declaratory judgment relating to any of the foregoing; or
- (10) a proceeding to determine a claim or cause of action removed under 28 U.S.C. §1452.

§ 363. Use, sale, or lease of property **skipped**

(b)(1) The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate, trustee may not sell or lease personally identifiable information to any person unless—

(e) Notwithstanding any other provision of this section, at any time, on request of an entity that has an interest in property used, sold, or leased, or proposed to be used, sold, or leased, by the trustee, the court, with or without a hearing, shall prohibit or condition such use, sale, or lease as is necessary to provide adequate protection of such interest. **(skipped)**

(f) The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if—

(1) applicable nonbankruptcy law permits sale of such property free and clear of such interest; **(failed)**

(2) such entity consents; **(failed)**

(g) Notwithstanding subsection (f) of this section, the trustee may sell property under subsection (b) or (c) of this section free and clear of any vested or contingent right in the nature of dower or curtesy.

(h) Notwithstanding subsection (f) of this section, the trustee may sell both the estate's interest, under subsection (b) or (c) of this section, and the interest of any co-owner in property in which the debtor had, at the time of the commencement of the case, an undivided interest as a tenant in common, joint tenant, or tenant by the entirety, only if— **(failed)**

(1) partition in kind of such property among the estate and such co-owners is impracticable;

(2) sale of the estate's undivided interest in such property would realize significantly less for the estate than sale of such property free of the interests of such co-owners;

(3) the benefit to the estate of a sale of such property free of the interests of co-owners outweighs the detriment, if any, to such co-owners; and **(failed)**

⁴¹ https://rico.jefffenton.com/evidence/2019-10-10_chancery-no-proceeds-from-forced-auction.pdf

d. Even if Ms. Fenton and I had another \$100k-\$200k of equity in the property, it would have been almost impossible for the forced sale to “**outweigh the detriment**” to me.

- I needed this property to survive and not be rendered destitute and homeless. Roommate/tenant rents⁴² were temporarily my only stream of income, due to circumstances unforeseen and beyond my control. (See exhibit “K.”)
- This property was the totality of my retirement investments, even those predating this marriage⁴³. (See exhibit “L.”)
- This property was a million-dollar retirement investment⁴⁴, which would easily realize that potential and likely be paid off within the next ten to fifteen years. (See exhibit “M.”)
- This property was the only realistic means I had to be able to comfortably retire by age seventy.
- This property was the only realistic means I had to rebuild my financial independence while enjoying a comparable standard of living, to that enjoyed during our marriage, as well as that which I had built myself and enjoyed prior to the marriage.
- As long as I could obtain the funds to pay the mortgages on time and keep them current, there is no lawful and ethical justification by which to deprive me of my opportunity and right to do so.

⁴² https://rico.jefffenton.com/evidence/2019-03-26_fenton-sunnyside-roommate-lease-merriman.pdf

https://rico.jefffenton.com/evidence/2019-04-09_fenton-sunnyside-roommate-lease-garcia.pdf

⁴³ https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-premarital-assets-invested.pdf

⁴⁴ <https://rico.jefffenton.com/evidence/1986-sunnyside-property-improvement-highlights.pdf>

https://rico.jefffenton.com/evidence/2022-01-03_1986-sunnyside-brentwood-tn-appreciation.pdf

(7) The chancery court usurped—or the bankruptcy court abdicated—jurisdiction⁴⁵ over the marital home, in violation of 28 U.S. Code § 1334(e)(1)⁴⁶, which states: “The district court in which a case under title 11 is commenced or is pending shall have exclusive jurisdiction—of all the property, wherever located, of the debtor as of the commencement of such case, and of property of the estate.”

(8) It is unreasonable that the bankruptcy court would have waited for any action in chancery court to deprive me of my property interests and rights.

a. There was no action filed in the chancery court at the creation of the bankruptcy estate. The bankruptcy court was required to immediately notify all parties with a legitimate property interest in the marital residence and provide hearings in federal court, to determine their property interests, and whether or not the marital residence could remain in the bankruptcy estate or needed to be removed as a “**burdensome asset**”, prior to the 341 meeting of the creditors.

b. The bankruptcy was filed 39-days before any action was filed in the chancery court, and 97-days before I first stood before Judge Binkley in the chancery court⁴⁷. It is wholly unreasonable that the bankruptcy court awaited any predetermined deprivation of property in the chancery court, rather than

⁴⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1882 (See e.g., *In re Palmer*, 78 B.R. 402, 405-06 (Bankr. E.D.N.Y. 1987))

⁴⁶ https://rico.jefffenton.com/evidence/2019-04-26_conspiracy-against-rights-under-color-of-law.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1882)

⁴⁷ https://rico.jefffenton.com/evidence/2019_tn-court-motions-in-chronological-order.pdf


proceeding in proper form in the bankruptcy court, in compliance with bankruptcy rules and federal laws.

III. Since the bankruptcy court had both **original and exclusive jurisdiction**⁴⁸, even if the time and care was taken for equal and due process in the chancery court⁴⁹ (which it was not)⁵⁰, the bankruptcy judge and trustee would have known the action was improper and without lawful jurisdiction. They were required to perform due diligence.

DECLARATION

Pursuant to 28 U.S. Code § 1746, I declare under penalty of perjury that the foregoing is true and correct, except as to matters herein stated to be on information and belief, and as to such matters, I certify as aforesaid that I verily believe the same to be true.

Executed on March 13, 2024


JEFFREY RYAN FENTON, PRO SE
17195 SILVER PARKWAY, #150
FENTON, MI, 48430-3426
JEFF.FENTON@LIVE.COM
(P) 615.837.1300

⁴⁸ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1882

⁴⁹ https://rico.jefffenton.com/evidence/2019-08-29_husbands-one-and-done-answer-to-all.pdf

⁵⁰ https://rico.jefffenton.com/evidence/2019_tn-court-motions-in-chronological-order.pdf

https://rico.jefffenton.com/evidence/2024-01-18_binkley-disqualification-for-bias-coercion.pdf



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]

represented by **MARY ELIZABETH AUSBROOKS**
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1222 16TH AVE SO
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1222 16th Ave. S.
Suite 12
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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
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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 ██████████ FENTON
VS.
JEFFREY RYAN FENTON

TO THE
APPEALS COURT
NASHVILLE TENNESSEE

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

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

FILED 31ST DAY OF MARCH 2020.

CHANCERY COURT
NO. 48419B

Sara B McKinney

CLERK
DEP. CLERK





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PLAINTIFF'S
EXHIBIT
B-1



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 /
		Finished Square Feet (est)
		Main 2579 Est. SqFt. Source
		Second Tax Record
		Third
		Basement
		Total 2579

Office and Showing Information

Show Call **Showing Center** Owner Name
 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 Sewer Septic Tank Middle/JR **Grassland Middle School** High **Franklin High School**
 Water City Water Cool Electric / Central Heat Gas / Central

Features

Appliances	Interior Features	Exterior Features	Miscellaneous
Range Cooktop / Electric	Firepl 1	Fence	Handicap
Oven Double Oven / Electric	Drapes	Patio/Deck Deck	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 Jeff Fenton	Co-Sales Agent	Days On Mkt 205
Sales Office Benchmark Realty, LLC	Co-Sales Office	Presale No
Seller Participation 4000	Closing Date 4/29/2011	Orig. List Price \$360,000
Terms Conventional	Pending Date 4/20/2011	Sales Price \$350,000

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





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://jtlehmanlaw.com/lawyer/Nashville-TN_fq314.htm)

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

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

Thanks for your help with this!

Jeff Fenton

Meticulous Marketing LLC

(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

When it's worth doing RIGHT the first time!

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
Website: www.TouchstoneTitleTN.com

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

NOTICE: YOU ARE NOT AUTHORIZED TO FORWARD THIS EMAIL TO ANYONE. This e-mail message and all attachments transmitted with it may contain legally privileged and confidential information intended solely for the use of the addressee. If the reader of this message is not the notified that any reading, dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by telephone (615-371-2299) or by electronic mail. Please 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.



<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>Attest</i> Affiant</p> <p>Subscribed and sworn to before me, this 29th day of April, 2011.</p> <p style="text-align: center;"><i>Angela G. Batson</i> Notary Public</p> <p>MY COMMISSION EXPIRES: (AFFIX SEAL)</p>
--	---

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

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

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

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

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

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

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

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

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

Mangel Jerome Terrell
 Mangel Jerome Terrell

Colette Keyser
 Colette Keyser





STATE OF TENNESSEE
COUNTY OF WILLIAMSON

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

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


Notary Public

My Commission Expires: 9/3/2012



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





Book 5313 Page 454

BK/PG: 5313/452-454
11015616

Certificate of Authenticity

3 PGH : DEED	
KAREN OWENS 214724 - 11015616	
05/12/2011 - 02:16 PM	
VALUE	350000.00
MORTGAGE TAX	0.00
TRANSFER TAX	1295.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	1313.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS

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

[Signature]

Signature

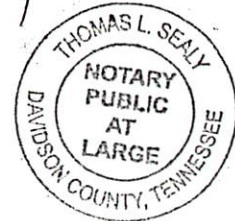
State of Tennessee
County of Williamson

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

[Signature]

Notary's Signature

My Commission Expires: 1/9/12





**Williamson County
Property Tax Notice**

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

2019

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

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

OR CURRENT RESIDENT

INDICATE ADDRESS CHANGE ON REVERSE SIDE

Fenton Jeffrey R Fenton Fawn
1986 Sunnyside Dr

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

Brentwood, TN 370270000

Williamson County Property Tax Notice

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

2019

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

Tax Receipt # 0028996	Total Due \$0.00	
Property Address Sunnyside Dr 1986		
Classification Real Property		
Subdivision Sunnyside Est Sec 3		
Lot 0029	Acres 0.00	EQ Factor 0.0000
Additional Description		
Appraised value	\$386,900	
Assessment	25%	
Assessed value	\$96,725	
Interest	\$0.00	
County taxes	\$2,147.00	
9th FSSD taxes	\$0.00	
City taxes	\$0.00	
Total due	\$0.00	

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

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

Your payment options are:

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

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

Scan to pay!



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

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

Williamson County Trustee 1320 W Main St Suite 203 Franklin, TN 37064 (615) 790-5709	Office Hours: Monday thru Friday 8:00 am- 4:30 pm
---	---





An official website of the United States government [Here's how you know](#)



THE UNITED STATES DEPARTMENT OF JUSTICE

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Region 8

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 - Nashville, TN Office
 - Chattanooga, TN Office
 - Lexington, KY Office
 - Louisville, KY Office

UST - REGION 8

Federal Judicial Districts Established for the Districts of Tennessee and Kentucky

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



FIND LOCAL RESOURCES

IMPORTANT NOTICES

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

Wednesday, July 21, 2021

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

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

Friday, August 28, 2020

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

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

Wednesday, April 1, 2020

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

U.S. TRUSTEE PROGRAM REGION 8

LEADERSHIP

Paul A. Randolph
Acting United States Trustee

CONTACT

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

Paul A. Randolph
Forwarded Referral To:

Megan Seliber
Trial Attorney, Office of
the United States Trustee

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

318 Customs House,
701 Broadway
Nashville, TN 37203

19-02693 Fenton: Fraud Referral

Paul A. Randolph (USTP)

Acting United States Trustee
Region 8 (Nashville)

202-590-8690 (work cell)
901-544-3251 (office)
314-539-2990 (fax)
paul.a.randolph@usdoj.gov

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

19-02693 Fenton: Fraud Referral

U.S. Trustee Program

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- Approved Debtor Education Providers

Quick Links

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

U.S. Bankruptcy Courts



RETURN

Jeff Fenton

PLAINTIFF'S
EXHIBIT
F-1

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

Mr. Fenton:

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

Paul Randolph

Paul A. Randolph

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



Jeff Fenton



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

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

Mr. Fenton,

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

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

This concludes my investigation into your complaint.

Best,



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

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

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

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

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

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

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

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

DAYS between when BANKRUPTCY was FILED on 4/26/2019 and when I had my FIRST HEARING in CHANCERY COURT on 8/1/2019: 97-DAYS (The Bankruptcy Attorney HAD TO KNOW this far in ADVANCE, that Judge Binkley would "PLAY BALL"!)

Otherwise the Bankruptcy Attorney would have gotten CAUGHT filing a FRAUDULENT BANKRUPTCY PETITION, as would the TRUSTEE. The Bankruptcy Attorney would have been responsible for all losses, faced serious sanctions, and removal from office! She HAD TO KNOW that Judge Binkley would illegally FORCE THE AUCTION OF MY HOME, on my VERY FIRST DAY in Court, before she could WAIT for 97-DAYS for what she was REQUIRED to do within the first 14-DAYS of FILING the FRAUDULENT BANKRUPTCY!

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



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

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

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

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

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

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

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

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





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

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

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

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

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

Dated: 01/09/2021

By: /s/ John C. McLemore
Trustee

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



**EXHIBITS TO
FINAL ACCOUNT****EXHIBIT 1 – GROSS RECEIPTS**

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

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

EXHIBIT 2 – FUNDS PAID TO DEBTOR & THIRD PARTIES

NONE

EXHIBIT 3 – SECURED CLAIMS

NONE

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

EXHIBIT 4 – CHAPTER 7 ADMINISTRATIVE FEES and CHARGES

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

EXHIBIT 5 – PRIOR CHAPTER ADMINISTRATIVE FEES and CHARGES

NONE

EXHIBIT 6 – PRIORITY UNSECURED CLAIMS

CLAIM	CLAIMANT	UNIFORM	CLAIMS	CLAIMS	CL
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**PLAINTIFF'S
EXHIBIT
G-2**



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

EXHIBIT 7 – GENERAL UNSECURED CLAIMS

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

PLAINTIFF'S
EXHIBIT

G-3



**FORM 1
INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES**

Page No: 1

Exhibit 8

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

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

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

TOTALS (Excluding unknown value)

\$26,433.16

\$6,538.16

\$4,400.00



Major Activities affecting case closing: Case 3:19-bk-02693 Doc 136 Filed 01/26/21 Entered 01/26/21 17:46:21 Desc Main Document Page 5 of 8



FORM 1
INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES

Page No: 2

Exhibit 8

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

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

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Value	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA = § 554(a) abandon.	Sales/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets

07/07/2020 PC with Virginia Story 615-790-1778 who represents the Debtor in her Williamson County Divorce (Judge Binkley)

07/02/2020 PC from Jeff Fenton?? Debtor's former husband talked with him for more than 30 minutes.

05/27/2020 Filed Mt to Allow/Disallow Claims.

05/13/2020 Email to Jodie Thresher re: claims.

04/15/2020 Fawn Fenton picked up her ring.

04/01/2020 Email to Jody Thresher and Mary Beth Ausbrooks about Debtor's ring

03/19/2020 Filed Report of Sale.

03/19/2020 Jeweler said diamond ring and wedding band was worth \$300. Burdensome asset. Will return ring to Debtor.

02/19/2020 Gave diamond ring and wedding band to Bobby Colson who will get a valuation.

02/10/2020 Filed Mt to Sell Equity in Vehicle to Debtor for \$4,400.

02/03/2020 Claims bar 5/4/2020.

01/30/2020 Debtor wants to buy equity in vehicle

01/30/2020 Email to Jodie Thresher about wedding ring.

01/28/2020 Calculation of value of equity in 2017 Toyota Prius

01/20/2020 PC with Paul Spina counsel for Toyota Motor Credit.

01/08/2020 Email from Jodie Thresher, Debtor's attorney - Just wanted to give you a heads up that we will be filing an Amended Schedule A/B and C on this case.

01/07/2020 Email to Mary Beth - John told Ms. Fenton yesterday that he would like an independent valuation of her 2017 Toyota Prius. See attached instructions to forward to your client.

Initial Projected Date Of Final Report (TFR):

Current Projected Date Of Final Report (TFR):

/s/ JOHN C. MCLEMORE

JOHN C. MCLEMORE





FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 19-02693-CW3-7
Case Name: FENTON, FAWN
Primary Taxpayer ID #: **..****41
Co-Debtor Taxpayer ID #:
For Period Beginning: 4/26/2019
For Period Ending: 1/9/2021

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

Table with 7 columns: Transaction Date, Check / Ref. #, Paid to/ Received From, Description of Transaction, Uniform Tran Code, Deposit \$, Disbursement \$, Balance. Rows include transactions from 02/05/2020 to 12/12/2020.

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

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

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

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

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

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

Total Compensable Disbursements:
Total Non-Compensable Disbursements:
Total Comp/Non Comp Disbursements:
Total Internal/Transfer Disbursements:





FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 19-02693-CW3-7
Case Name: FENTON, FAWN
Primary Taxpayer ID #: **_****41
Co-Debtor Taxpayer ID #:
For Period Beginning: 4/26/2019
For Period Ending: 1/9/2021

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

Table with 7 columns: 1 Transaction Date, 2 Check / Ref. #, 3 Paid to/ Received From, 4 Description of Transaction, 5 Uniform Tran Code, 6 Deposit \$, 7 Disbursement \$, 8 Balance

TOTAL - ALL ACCOUNTS

NET DEPOSITS

NET DISBURSE

ACCOUNT BALANCES

\$4,400.00

\$4,400.00

\$0.00

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

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

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

For the entire history of the case between 12/06/2019 to 1/9/2021

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

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

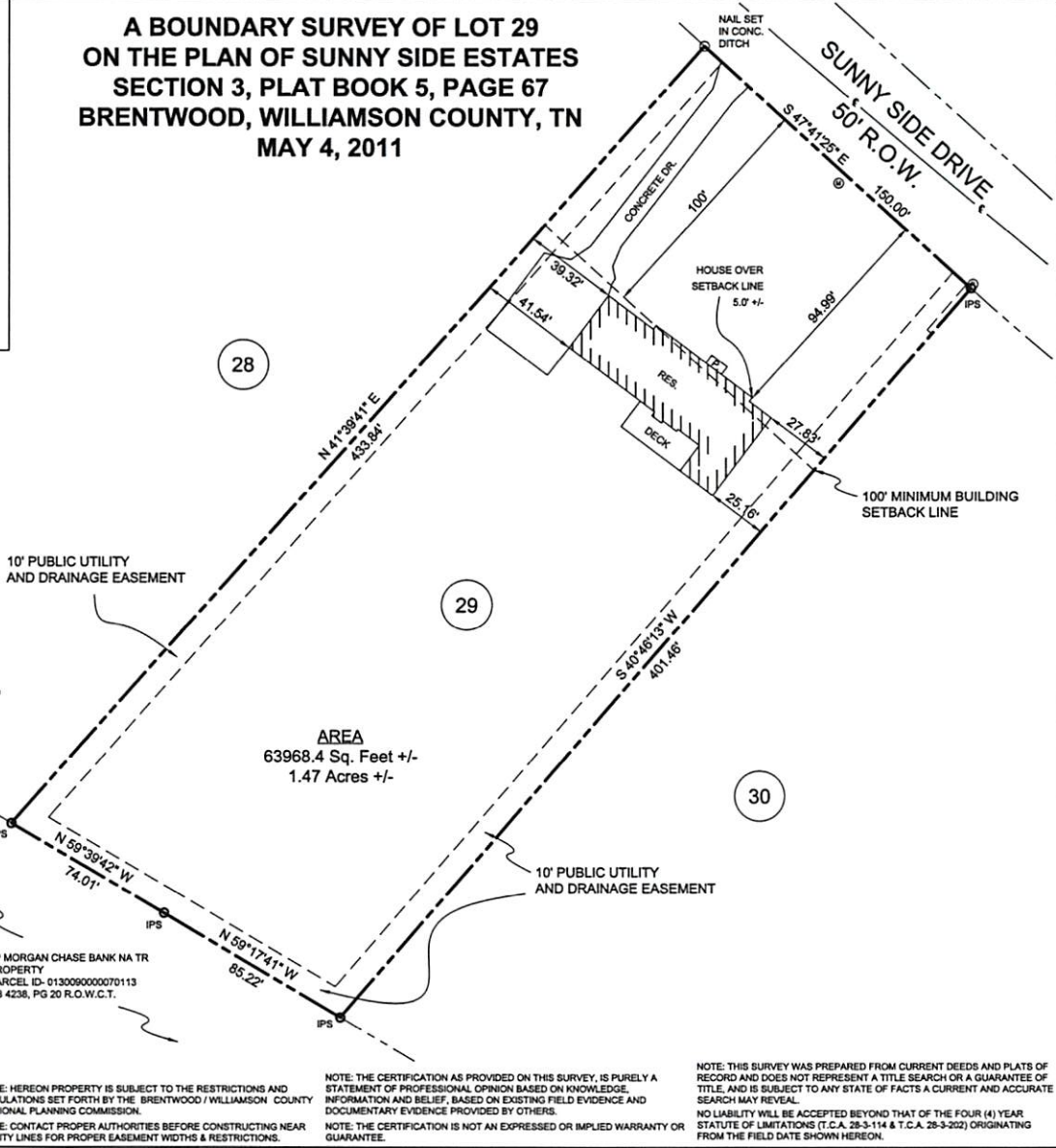
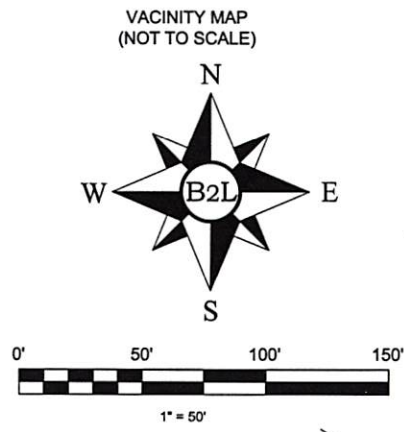
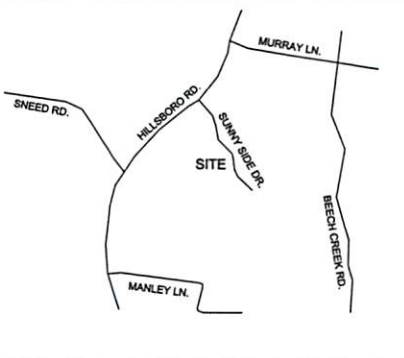
/s/ JOHN C. MCLEMORE

JOHN C. MCLEMORE



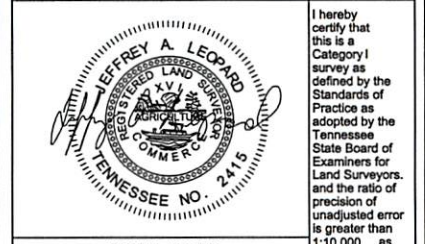


**A BOUNDARY SURVEY OF LOT 29
ON THE PLAN OF SUNNY SIDE ESTATES
SECTION 3, PLAT BOOK 5, PAGE 67
BRENTWOOD, WILLIAMSON COUNTY, TN
MAY 4, 2011**



B2L
www.b2lhps.com
1198 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

- GENERAL NOTES:**
- 1.) BEARINGS BASED ON RECORDED DEEDS OR PLATS.
 - 2.) NO TITLE REPORT FURNISHED TO THIS SURVEYOR, THEREFORE THIS SURVEY IS SUBJECT TO THE FINDINGS OF AN ACCURATE TITLE SEARCH.
 - 3.) ALL DISTANCES MEASURED WITH E.D.M. EQUIPMENT, AND ARE ADJUSTED FOR TEMPERATURE.
 - 4.) THE PROPERTY SHOWN ON THIS PLAT IS SUBJECT TO ALL COVENANTS, RIGHT-OF-WAYS, EASEMENTS, ZONING, AND RESTRICTIONS OF RECORD WHETHER IMPLIED OR OF RECORD.
 - 5.) THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED AT THE SURVEY DATE WITH ITS ORIGINAL SEAL TO INSURE THE ACCURACY OF THE INFORMATION AND NO RELIANCE SHOULD BE MADE ON A DOCUMENT TRANSMITTED BY COMPUTER OR OTHER ELECTRONIC MEANS UNLESS FIRST COMPARED TO THE ORIGINAL SEALED DOCUMENT ISSUED AT THE TIME OF THE SURVEY.
 - 6.) BEARINGS AND DISTANCES SHOWN TAKE PRECEDENCE OVER SCALE.
 - 7.) UNADJUSTED ERROR OF CLOSURE IS GREATER THAN 1:10,000
 - 8.) HORIZONTAL DATUM ASSUMED.
 - 9.) PROPERTY CURRENTLY ZONED: R-01 (AS PER TAX CARD)
 - 10.) SUBSURFACE AND ENVIRONMENTAL CONDITIONS HAVE NOT BEEN EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OF FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THE TRACT.

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	
1.	

ORDERED BY: JEFF FENTON
PROPERTY ADDRESS: 1986 SUNNY SIDE DR.
BRENTWOOD, TN 37027
OWNER: MANGEL JEROME TERRELL & COLETTE KEYSER
1986 SUNNYSIDE 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

DRAWING SCALE: 1"=50' PROJ. # 0057
DRAWN BY: DATE: MAY 9, 2011

CHECKED BY:
FIELD CREW:



LEGEND

These standard symbols will be found in the drawing.

- IRON PIN (SET)
- MAGNETIC NAIL (SET)
- ⊙ WATER METER

THIS SURVEY WAS COMPLETED TO THE MINIMUM STANDARDS AS REGULATED UNDER THE AUTHORITY OF SECTION 0620-3-.07 OF THE TENNESSEE LAND SURVEYORS LAWS AND REGULATIONS, 2000 EDITION.
NOTE: THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED ON THE CERTIFICATION HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESSED RE-CERTIFICATION BY THE SURVEYOR NAMING SAID.

NOTE: HEREON PROPERTY IS SUBJECT TO THE RESTRICTIONS AND REGULATIONS SET FORTH BY THE BRENTWOOD / WILLIAMSON COUNTY REGIONAL PLANNING COMMISSION.
NOTE: CONTACT PROPER AUTHORITIES BEFORE CONSTRUCTING NEAR UTILITY LINES FOR PROPER EASEMENT WIDTHS & RESTRICTIONS.

NOTE: THE CERTIFICATION AS PROVIDED ON THIS SURVEY, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE PROVIDED BY OTHERS.
NOTE: THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.

NOTE: THIS SURVEY WAS PREPARED FROM CURRENT DEEDS AND PLATS OF RECORD AND DOES NOT REPRESENT A TITLE SEARCH OR A GUARANTEE OF TITLE, AND IS SUBJECT TO ANY STATE OF FACTS A CURRENT AND ACCURATE SEARCH MAY REVEAL.
NO LIABILITY WILL BE ACCEPTED BEYOND THAT OF THE FOUR (4) YEAR STATUTE OF LIMITATIONS (T.C.A. 28-3-114 & T.C.A. 28-3-202) ORIGINATING FROM THE FIELD DATE SHOWN HEREON.

JP MORGAN CHASE BANK NA TR
PROPERTY
PARCEL ID: 0130090000070113
DB 4238, PG 20 R.O.W.C.T.

**Elite Roofing Company**

1048 Jefferson Street
Nashville, TN 37208
615-259-0774

Company Representative:

Andrew Klope
aklope@eliteroofingofnashville.com

Customer Info:

Customer No: 1195
Fenton, Fawn
1986 Sunnyside Dr
Brentwood, TN 37027
(615) 333-7377 Cell

HD Lifetime

Description	Quantity	Unit	Price	Total
Remove Tear off, haul and dispose of comp. existing shingles -	31.5	SQ	\$30.00	\$945.00
Replace GAF HD "Timberline Cool" color "Cool Barkwood" HD shingle rfg. - w/out felt	35	SQ	\$135.00	\$4,725.00
Replace GAF Deck Armor	4	SQ	\$213.00	\$852.00
Replace Starter shingles	258	LF	\$3.25	\$838.50
Replace Timbertex	267	LF	\$2.00	\$534.00
R & R Drip edge	260	LF	\$1.80	\$468.00
R & R Timbertex Continuous ridge vent, shingle-over style	45	LF	\$6.50	\$292.50
R & R Chimney Counter flashing, large, Copper	1	EA	\$650.00	\$650.00
R & R Flashing, pipe jack	6	EA	\$15.00	\$90.00
R & R Gaf Storm Guard Leak Barrier	1220	LF	\$2.50	\$3,050.00
Install Cricket 60" wide	1	sft	\$250.00	\$250.00
RR Install Insulation baffles	82	lft	\$8.00	\$656.00
Clean & Paint Clean and Paint Existing Eave Vents	30	pcs	\$15.00	\$450.00
R & R Sheathing, plywood, 5/8", treated	3150	SF	\$2.15	\$6,772.50
Solatube Brighten Up 160 ds installed Solatube	2	1	\$675.00	\$1,350.00
Brighten Up 160 ds, installed				
Attic Access Install Louisville Ladder 22.5"x54"	1		\$635.00	\$635.00
Aluminum attic access ladder, 350# load, includes ladder and all labor				
SYSTEM PLUS WARRANTY GAF SYSTEM PLUS LIFETIME WARRANTY. Covers your entire roof system Non - prorated coverage up to 50 Years Cost of installation labor included up to lifetime.	1	EA	\$70.00	\$70.00
Install Vents Install GAF Green Machine Dual Power Solar-Electric Vents	3		\$590.00	\$1,770.00
Install Vents Install GAF Green Machine Solar Powered Vent	1		\$485.00	\$485.00
Paint Vents Paint Solar vents to match roof	4		\$60.00	\$240.00

Total for all sections: 25,123.50

Estimate Total: **\$25,123.50**

Note: Due to the change in costs to material this proposal is good for 30-days only

ACCEPTANCE OF THIS PROPOSAL: I have read this document thoroughly and find the above or attached prices and specification satisfactory. I recognize this as a legal binding contract, and I agree to pay the contract price in full on 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 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 the amount of the check in addition to a service charge of \$20.00. The fees and service charge will be added to the out-

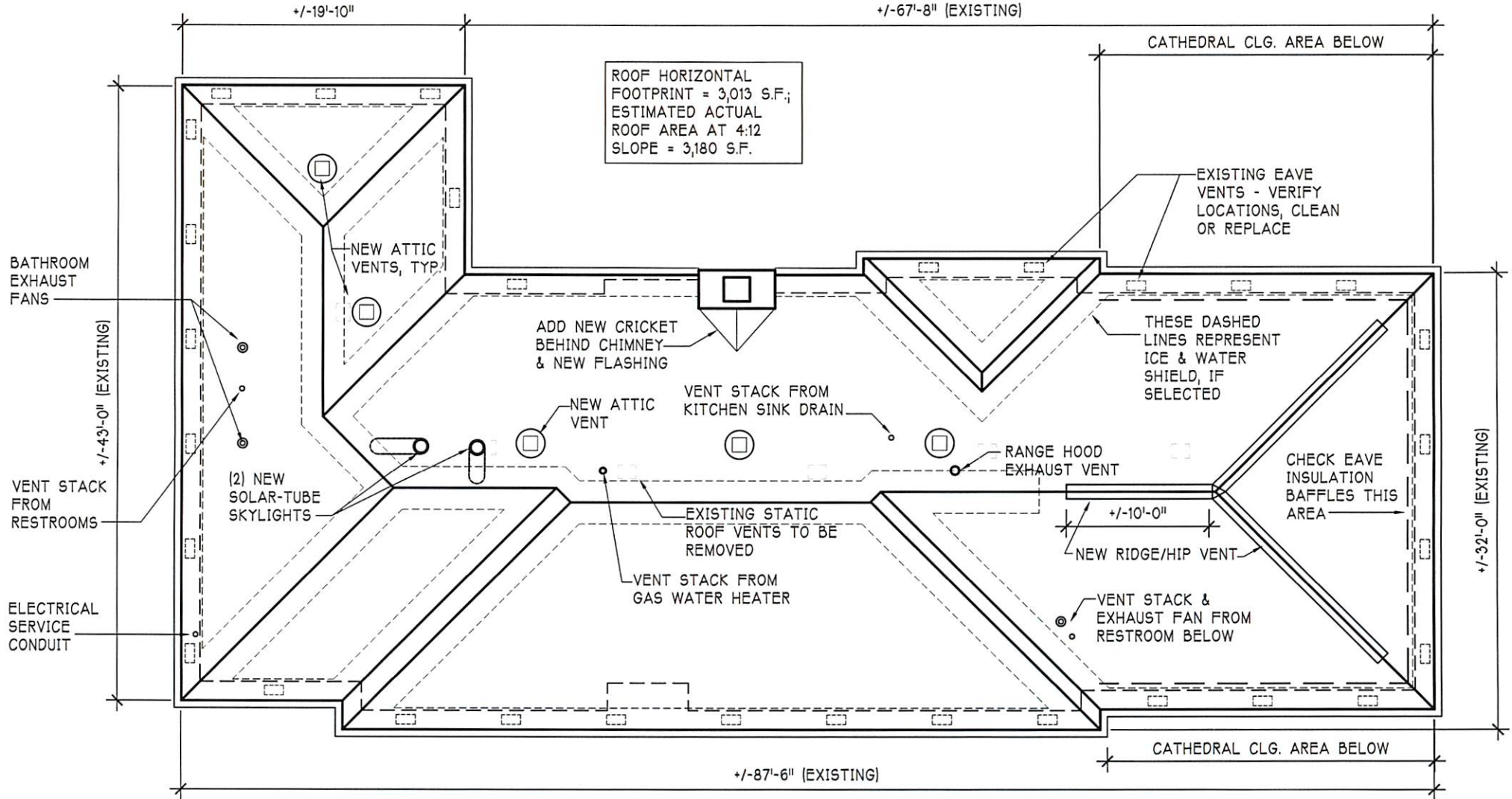
**PLAINTIFF'S
EXHIBIT
H-1**



Re-Roof Material Specifications for 1986 Sunnyside Drive, Brentwood:

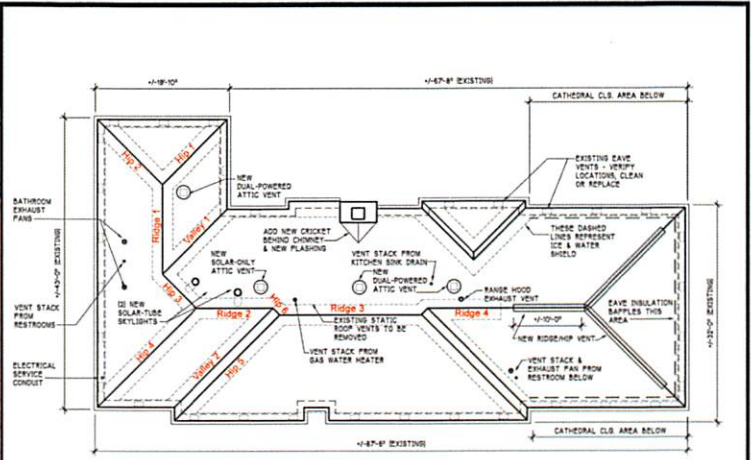
- 1.) 1.) Energy-Star Lifetime Warranty shingles:
 - Certainteed “Landmark - Solaris”, Energy Star color “Dusky Clay”
- 2.) Underlayment:
 - Teclar “Tuffguard”
- 3.) Ridge / Hip / Valley membrane flashing:
 - Grace Ice & Water Shield
- 4.) Add cricket at back of chimney – sloped plywood, shingle over.
- 5.) New copper roof-to-wall flashing at chimney (approx. 60”x30”) tuck-pointed
- 6.) Ridge vents:
 - Air Vent Inc. “Hip-Ridge Vent”, 12” wide – 45 linear feet
- 7.) Attic vents:
 - a. GAF “Master Flow Green Machine” Solar Powered Roof Vent – Quantity: 1
 - b. GAF “Master Flow Green Machine” Dual-Powered Roof Vent – Quantity: 3
- 8.) Clean existing eave vents or replace as necessary to ensure optimum air flow: paint any new vents to match existing color
 - 16”x8” louvered vents, quantity approx. 30
- 9.) New drip edge flashing around perimeter into gutters
 - a. Preferred: Copper (please price)
 - b. Alternate: Aluminum (please price)
- 10.) Replace all existing roof deck with new 5/8” pressure-treated plywood.
- 11.) Around eave line of bonus room cathedral ceiling – install insulation baffles in each rafter space to ensure ventilation flow above batts under deck.
- 12.) Add plastic sheet in attic at bonus room wall to separate ridge-vented attic area from power-vented attic area (approx 25 sq.ft. – staple plastic sheet to existing framing)
- 13.) Tube Skylights:
 - Solatube “Brighten-Up” model 160DS, 10-inch, with Natural Effect lens, and pitched flashing and flashing insulator. Need 2 elbows each, and extension tubes. Quantity: 2
- 14.) Add attic access ladder in interior hallway ceiling:
 - Louisville Ladder 22.5”x54” for 7’ to 8’-9” height 350lb load Model AS229GS





1986 SUNNYSIDE DRIVE - ROOF PLAN SCALE: 1" = 10'-0"

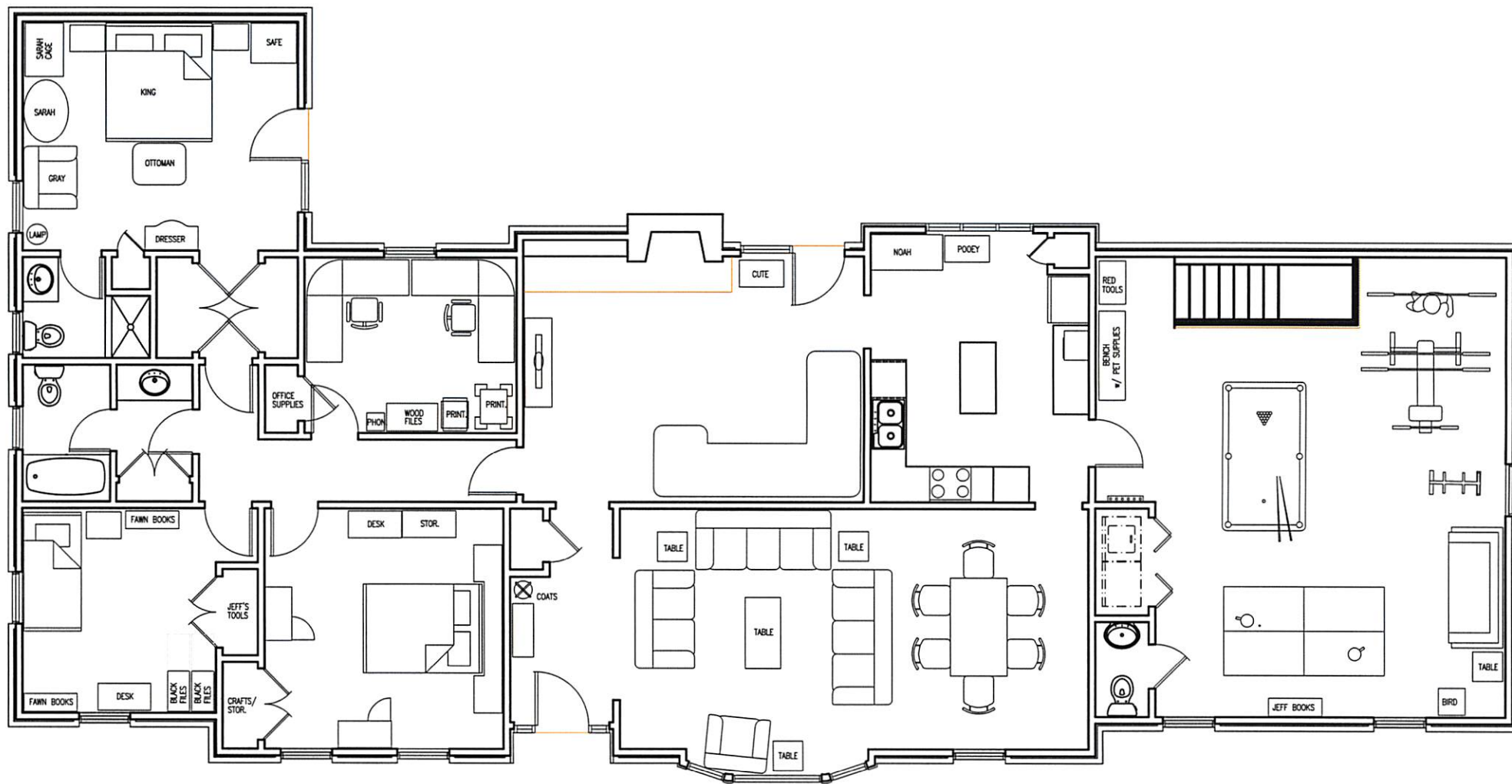




1986 SUNNYSIDE DRIVE - ROOF PLAN SCALE: 7/8" = 1'-0"



PLAINTIFF'S EXHIBIT H-4



**PLAINTIFF'S
EXHIBIT
H-5**



G r o o v e

October 3, 2011

PHASE I

Attn: Jeff Fenton
615-837-1301
jeff@fentonmail.com

Re: Proposed Job Scope for 1986 Sunnyside Drive
Brentwood, TN 37027

JOB SCOPE AND CONTRACT WITH ACCEPTED TERMS AND LIMITIATIONS

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

2964 Sidco Drive, Suite 110 Nashville, TN 37204 P.615.292.1444 F.615.292.1444





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

2964 Sidco Drive, Suite 110 Nashville, TN 37204 P.615.292.1444 F.615.29





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 *[Signature]* 10/4/2011
(Printed Name) (Signature) (Date)

Justin Kreutz *[Signature]* 10/11/11
(Groove Representative) (Signature) (Date)





SUNNYSIDE





GPH Electric, Inc.
 1538 Richlawn Drive
 Brentwood, TN 37027

Invoice

Phone: 615-504-5619 Fax: 615-507-1419 License #: 51582

Bill To		Date	Invoice #
Fenton / Jeff 1986 Sunnyside Drive Brentwood Tennessee 37027		9/16/2011	2024
Job Location			
P.O. No.	Terms	Project	

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>			
Total			\$3,645.00

PLAINTIFF'S EXHIBIT
H-10



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 CARRRIER 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, tornado 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

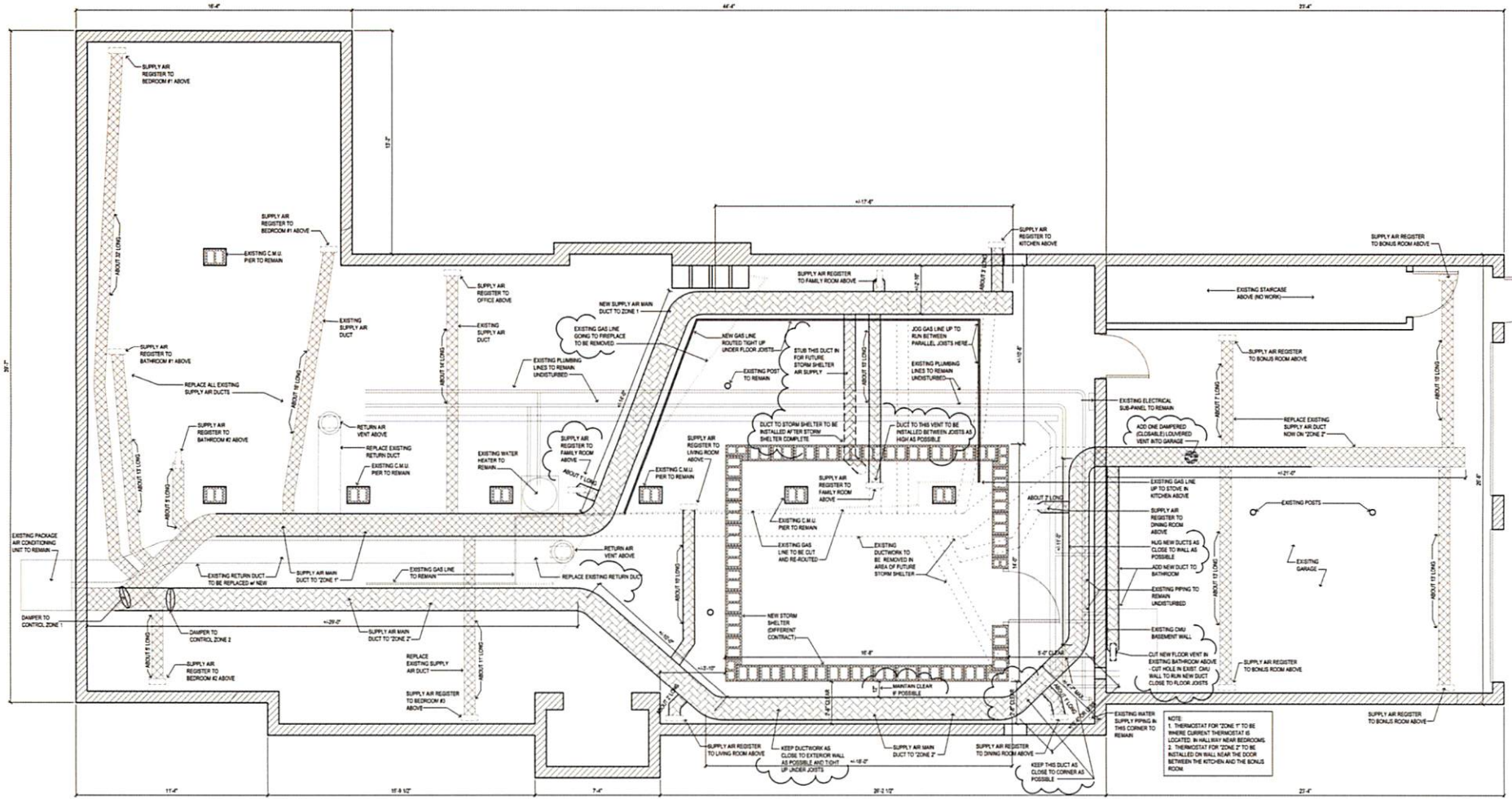
The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted:

Signature: _____

Signature: _____





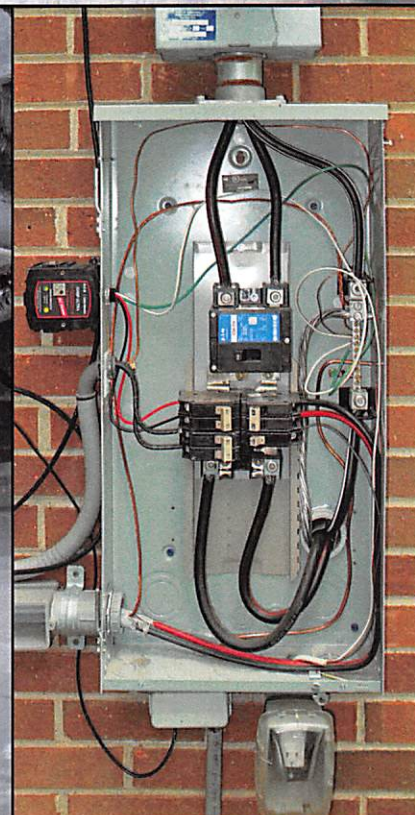
FENTON BASEMENT DUCT RE-WORK PLAN
1986 SUNNYSIDE DRIVE, BRENTWOOD, TENNESSEE 37027

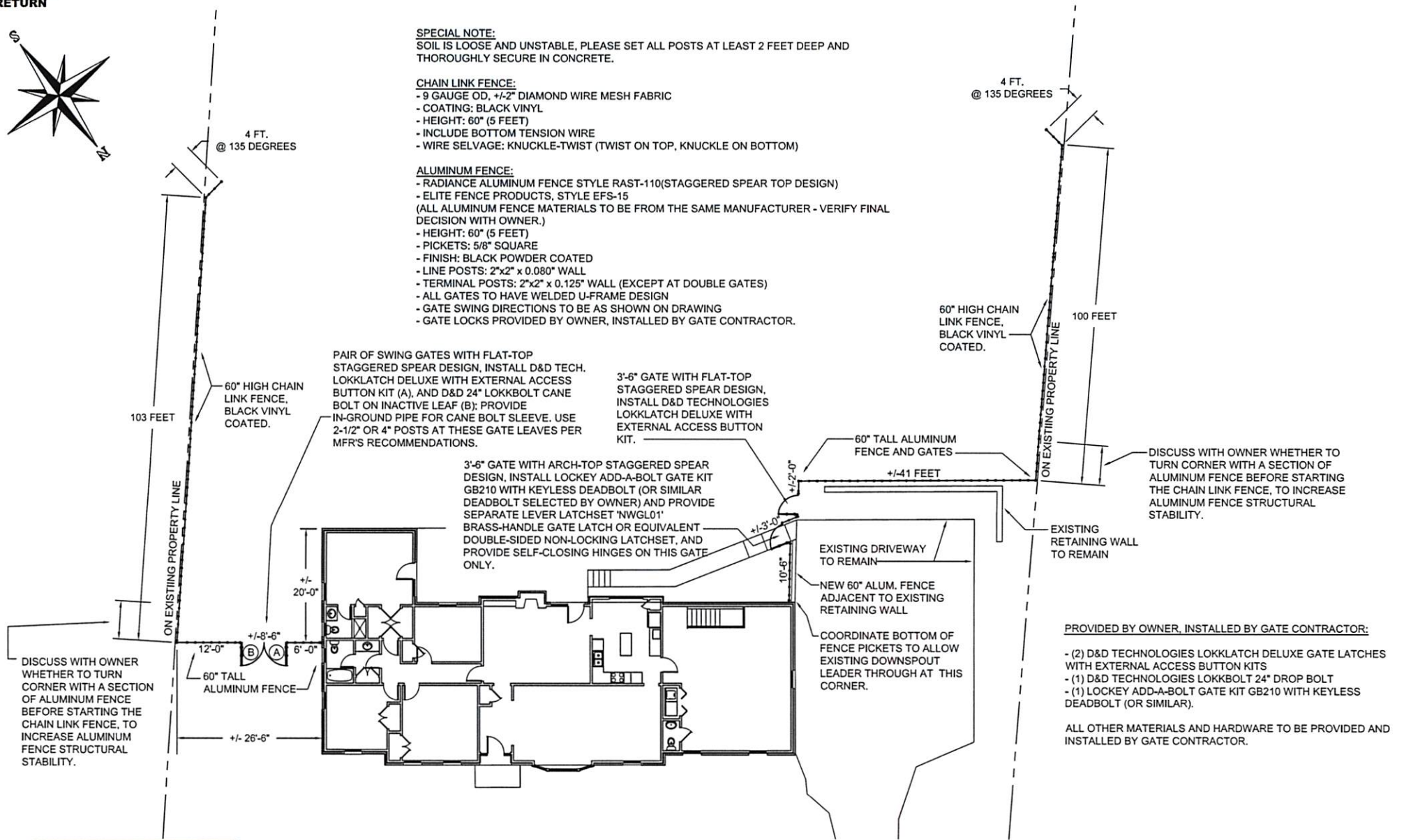
DATE - SEPTEMBER 26, 2011

**PLAINTIFF'S
EXHIBIT
H-12**

1 BASEMENT DUCT RE-WORK PLAN
SCALE 3/8" = 1'-0"

SHEET
M-2





SPECIAL NOTE:
SOIL IS LOOSE AND UNSTABLE, PLEASE SET ALL POSTS AT LEAST 2 FEET DEEP AND THOROUGHLY SECURE IN CONCRETE.

CHAIN LINK FENCE:
- 9 GAUGE OD, +/-2" DIAMOND WIRE MESH FABRIC
- COATING: BLACK VINYL
- HEIGHT: 60" (5 FEET)
- INCLUDE BOTTOM TENSION WIRE
- WIRE SELVAGE: KNUCKLE-TWIST (TWIST ON TOP, KNUCKLE ON BOTTOM)

ALUMINUM FENCE:
- RADIANCE ALUMINUM FENCE STYLE RAST-110(STAGGERED SPEAR TOP DESIGN)
- ELITE FENCE PRODUCTS, STYLE EFS-15
(ALL ALUMINUM FENCE MATERIALS TO BE FROM THE SAME MANUFACTURER - VERIFY FINAL DECISION WITH OWNER.)
- HEIGHT: 60" (5 FEET)
- PICKETS: 5/8" SQUARE
- FINISH: BLACK POWDER COATED
- LINE POSTS: 2"x2" x 0.080" WALL
- TERMINAL POSTS: 2"x2" x 0.125" WALL (EXCEPT AT DOUBLE GATES)
- ALL GATES TO HAVE WELDED U-FRAME DESIGN
- GATE SWING DIRECTIONS TO BE AS SHOWN ON DRAWING
- GATE LOCKS PROVIDED BY OWNER, INSTALLED BY GATE CONTRACTOR.

PAIR OF SWING GATES WITH FLAT-TOP STAGGERED SPEAR DESIGN, INSTALL D&D TECH. LOKKLATCH DELUXE WITH EXTERNAL ACCESS BUTTON KIT (A), AND D&D 24" LOKKBOLT CANE BOLT ON INACTIVE LEAF (B); PROVIDE IN-GROUND PIPE FOR CANE BOLT SLEEVE. USE 2-1/2" OR 4" POSTS AT THESE GATE LEAVES PER MFR'S RECOMMENDATIONS.

3'-6" GATE WITH FLAT-TOP STAGGERED SPEAR DESIGN, INSTALL D&D TECHNOLOGIES LOKKLATCH DELUXE WITH EXTERNAL ACCESS BUTTON KIT.

3'-6" GATE WITH ARCH-TOP STAGGERED SPEAR DESIGN, INSTALL LOCKEY ADD-A-BOLT GATE KIT GB210 WITH KEYLESS DEADBOLT (OR SIMILAR DEADBOLT SELECTED BY OWNER) AND PROVIDE SEPARATE LEVER LATCHSET 'NWGL01' BRASS-HANDLE GATE LATCH OR EQUIVALENT DOUBLE-SIDED NON-LOCKING LATCHSET, AND PROVIDE SELF-CLOSING HINGES ON THIS GATE ONLY.

PROVIDED BY OWNER, INSTALLED BY GATE CONTRACTOR:
- (2) D&D TECHNOLOGIES LOKKLATCH DELUXE GATE LATCHES WITH EXTERNAL ACCESS BUTTON KITS
- (1) D&D TECHNOLOGIES LOKKBOLT 24" DROP BOLT
- (1) LOCKEY ADD-A-BOLT GATE KIT GB210 WITH KEYLESS DEADBOLT (OR SIMILAR).

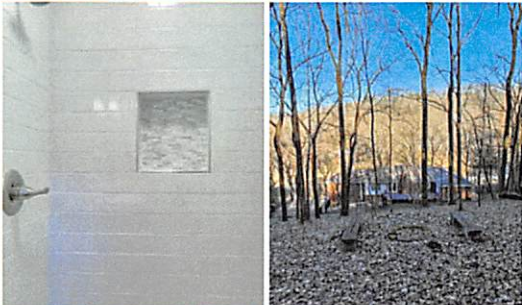
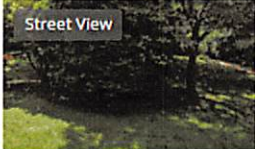
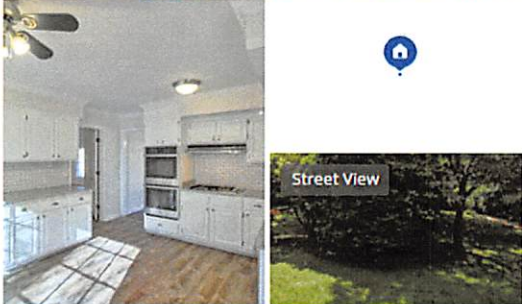
ALL OTHER MATERIALS AND HARDWARE TO BE PROVIDED AND INSTALLED BY GATE CONTRACTOR.

PLAINTIFF'S EXHIBIT
H-14

NEW FENCE PLAN FOR 1986 SUNNYSIDE DRIVE
OWNERS: JEFF AND FAWN FENTON DATE: MARCH 15, 2015



Report Generated on January 3rd, 2022



PLAINTIFF'S EXHIBIT
I

4 bd 3 ba 2,640 sqft

1986 Sunnyside Dr, Brentwood, TN 37027

Sold: **\$540,000** Sold on 02/18/20 Zestimate®: **\$814,200**

Home value



Zestimate

\$814,200



Zestimate range

\$749,000 - \$887,000



Last 30-day change
+ \$13,226 (+1.7%)



Zestimate per sqft
\$308

Inside the Zestimate

The Zestimate is Zillow's best estimate of a home's value. It is based on a blend of valuation methods, each of which may produce a different estimate depending on the available data.

ESTIMATE BASED ON

Comparable homes **\$891,193** ✓

Local tax assessments **\$767,843** ✓

Local Home Values ▾

1 year 5 years 10 years

— This home --





Report Generated on January 3rd, 2022

RENTAL ZESTIMATE : \$3,221/mo

Close ^

Estimated net proceeds

\$325,558

Est. selling price of your home

\$ 814,200

Est. remaining mortgage ?

\$ 416,931

Est. prep & repair costs ?

\$6,000 v

Est. closing costs ?

\$65,712 v

Est. total selling costs (9%)

\$71,712

All calculations are estimates and provided for informational purposes only. Actual amounts may vary.

Comparable homes

These are recently sold homes with similar features to this home, such as bedrooms, bathrooms, location, and square footage.

OUR NEIGHBOR'S HOUSE



This home

\$814,200

Sold

4 beds

3 baths

2640 sqft

\$308 / sqft



1969 Sunny Side Dr

\$820,000

Sold 8 months ago

3 beds

3 baths

2598 sqft

\$316 / sqft

MLS ID #2250642, Vivian Armstrong, 615-815-9132, 615-815-9132



2011 Sunny Side Dr

\$720,000

Sold 12 months ago

4 beds

3 baths

3429 sqft

\$210 / sqft

MLS ID #2202892, Rachel Barry Stinson, 615-397-4307, 615-200-8679



2011 Sunny Side Dr

\$720,000

Sold

4 beds

3 baths

3429 sqft

\$210 / sqft



PLAINTIFF'S EXHIBIT
1-1

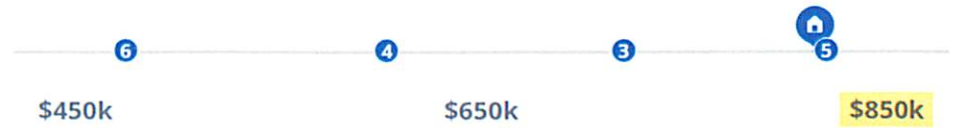


Report Generated on January 3rd, 2022



Comparative value

Here's how this home's value estimate compares to similar homes nearby.



Overview

ALL BRICK RANCH*CUL-DE-SAC LOCATION*HUGE BEDROOMS & BONUS ROOM*9FT CEILINGS & CROWN MOLDING IN LIVING RM, DINING RM, & FOYER*HEATED FLR IN GUEST BATH*PRIVATE WOODED LOT*CONVENIENT TO NASHVILLE, BRENTWOOD & FRANKLIN

Facts and features

Edit

- Singlefamily
- Built in 1977
- Forced air, electric
- Central
- 5 Parking spaces
- 1.05 Acres

Interior details

Bedrooms and bathrooms

Bedrooms: 4
 Bathrooms: 3
 Full bathrooms: 2
 1/2 bathrooms: 1

Basement

Basement: Unfinished

Flooring

Flooring: Hardwood

Heating

Heating features: Forced air, Electric

Cooling

Cooling features: Central

Appliances

Appliances included: Dishwasher, Garbage disposal, Microwave, Range / Oven

Other interior features

Total interior livable area: 2,640 sqft
 Fireplace: Yes

PLAINTIFF'S EXHIBIT
I-2



Property details

Report Generated on January 3rd, 2022

Parking

Total spaces: 5
 Parking features: Garage - Attached, Off-street, Covered

Lot

Lot size: 1.05 Acres

Property

Exterior features: Shingle, Brick, Cement / Concrete
 View description: Park, Mountain

Other property information
 Parcel number: 094013JA03500

Construction details

Type and style
 Home type: SingleFamily

Condition
 Year built: 1977

Material information

Foundation: Crawl/Raised
 Roof: Asphalt

Utility

Water information: City Water

Community and Neighborhood Details

Location

Region: Brentwood

Other financial information

Annual tax amount: \$2,147

Other facts

Basement Description: Crawl
 Floor Types: Finished Wood
 Oven Source: Electric
 Sewer System: Septic Tank
 Bedroom 1 Description: Master BR Downstairs
 Construction Type: All Brick
 Cooling System: Central
 Garage Capacity: 2
 Heating Source: Electric
 Heating System: Central
 Water Source: City Water
 Garage Description: Attached - SIDE
 Interior Other: Ceiling Fan, Storage, Wood Burning FP
 Living Room Description: Fireplace
 Oven Description: Double Oven
 Range Description: Cooktop
 Patio/Deck: Deck
 Built Information: Renovated
 Basement Type: Other
 Kitchen Description: Eat-In
 Master Bath Description: Ceramic
 Dining Room Description: Separate

Range Source: Gas
 Fence Type: Partial
 Area: 10-Williamson County
 County: Williamson County, TN
 Cooling Source: Gas
 Contingency Type: Inspection
 Property Class: Residential
 Sq. Ft. Measurement Source: Prior Appraisal
 Acreage Source: Calculated from Plat
 Full Baths Main: 2
 New Construction: 0
 Number Of Fireplaces: 1
 Number Of Stories: 2.00
 Half Baths Main: 1
 Kitchen Dimensions: 13x11
 Rec Room Dimensions: 25x20
 Tax Amount: 2080
 Sq. Ft. Main Floor: 2640
 Mls Status: Under Contract - Showing Standard Contract
 Listing Ty

Report Generated on January 3rd, 2022.

As of the date of this report, the Owner appears to be using the Property as a **Rental**.

Though it seems strange to pay \$540k to purchase a home for a **RENTAL**. Based upon my 17-Years as a **Licensed Tennessee Real Estate Agent**, I believe that the Owner is doing this, to "HOLD" the property. Essentially for free, while paying down the debt. **As the VALUE of this property exponentially INCREASES over the next 10-15 years.**





Due to the LOCATION, the massive growth of the Greater Nashville Area, along with the unique characteristics of this property, I had estimated that it would be worth a MILLION DOLLARS and that we would have it completely paid-off within that time period. (Our Retirement "Nest Egg".)

So far the property has been outperforming even my investment expectations. Between 2/18/2020 & 1/3/2022, it appreciated another \$300k in VALUE. WORTH over \$800k, while we only owed \$300k.

Which is the RETURN on our Pre-Marital Retirement Funds, INVESTED in Williamson County Real Estate!

STOLEN: "Under Color of Law" by Judge Michael W. Binkley, Attorney Virginia Lee Story, Attorney Mary Beth Ausbrooks, with the help of a HALF-DOZEN of their POWERFUL FRIENDS and ASSOCIATES!

OUR COURT ORDERED AUCTION After WE INVESTED \$200k MORE PLUS 9-Years of Hard Work!

We INSTANTLY LOST about \$250k the DAY that our home AUCTIONED!

Price history

Date	Event	Price	
2/18/2020	Sold	\$540,000 (-10%)	\$205/sqft
Source: Public Record Report			
1/13/2020	Price change	\$599,990 (-3.2%)	\$227/sqft
Source: Benchmark Realty, LLC Report			
12/27/2019	Price change	\$619,900 (-3.1%)	\$235/sqft
Source: Benchmark Realty, LLC Report			
12/5/2019	Listed for sale	\$639,900 (+97.3%)	\$242/sqft
Source: Benchmark Realty, LLC Report			
10/30/2019	Sold	\$324,359 (-7.3%)	\$123/sqft
5/12/2011	Sold	\$350,000	\$133/sqft
Source: Public Record Report			
4/22/2011	Listing removed	\$360,000	\$136/sqft
Source: Zeitlin & Co., Realtors Report			
9/30/2010	Listed for sale	\$360,000 (+42.3%)	\$136/sqft
Source: Zeitlin & Co., Realtors Report			
7/13/2005	Sold	\$253,000 (+11%)	\$96/sqft
Source: Public Record Report			
8/10/1998	Sold	\$228,000	\$86/sqft
Source: Public Record Report			

Auction Investor Resold 4-Months Later On the Market for a \$200,000 Profit!

Our Initial Purchase. Home Needed Massive Core Improvements for Health & Safety!

Public tax history

Year	Property Taxes	Tax Assessment
2020	\$2,147	\$96,725
2019	\$2,147 (+3.2%)	\$96,725
2018	\$2,080	\$96,725
2017	\$2,080	\$96,725
2016	--	\$96,725 (+23.7%)
2015	--	\$78,175
2014	--	\$78,175
2013	--	\$78,175
2012	--	\$78,175
2011	--	\$78,175 (+23.3%)



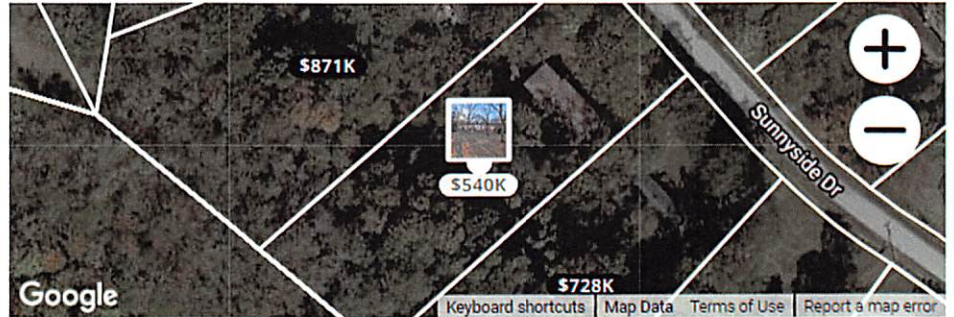
Report Generated on January 3rd, 2022



2007	\$1,462	\$63,278
2006	\$1,462 (+9.8%)	\$63,278 (+35%)
2005	\$1,331	\$46,873

Neighborhood: 37027

SURROUNDED BY HUNDREDS OF ACRES OF PROTECTED WOODLANDS!



Nearby homes



\$540,000
 4 bd 3 ba 2.6k sqft
 1986 Sunny Side Dr, Brentwood, TN 370...
 Sold

MLS ID #2103371



\$728,100
 -- bd 2 ba 80 sqft
 1980 Sunny Side Dr, Brentwood, TN 370...
 Off Market

Nearby schools in Brentwood

Elementary: Grassland Elementary
 Middle: Grassland Middle School
 High: Franklin High School

GreatSchools rating

- 7/10** **Grassland Elementary**
 Grades: K-5 Distance: 0.8 mi
- 9/10** **Grassland Middle School**
 Grades: 6-8 Distance: 0.9 mi
- 9/10** **Franklin High School**
 Grades: 8-12 Distance: 5 mi



Report Generated on January 3rd, 2022



IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

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

vs.

JEFFREY RYAN FENTON,
Defendant/Husband.

)
)
)
)
)
)
)

No. 48419B

2019 OCT 10 AM 9:56
FILED FOR ENTRY 10-16-19

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

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

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

ENTERED on this 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), viscusly 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
MICHAEL W. BINKLEY, JUDGE

APPROVED FOR ENTRY:

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

Unknown to me, and undisclosed by any party, my abusive, vexatious, unethical, opposing counsel, Attorney Virginia Lee Story (I believe the "mastermind" of this entire scam), is a close "FAMILY FRIEND" and vacationing/partying buddy of Presiding Judge Michael W. Binkley. Repeatedly exposed by the Tennessean Newspaper and admitted, while claiming their friendship does not jeopardize impartiality.

This **NEGLIGENTLY DENIES** the LAWS of HUMANITY, where the **KNOWN** and **TRUSTED PARTY** will always have an advantage over the **UNKNOWN PARTY!**

SEE: <https://www.facebook.com/judgebinkley> to discover the tip of the iceberg!

CERTIFICATE OF SERVICE

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

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

on this the 10 day of October, 2019.

Virginia Lee Story
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.

[Signature]
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!



LEASE AGREEMENT

FOR 1986 SUNNY SIDE DRIVE, BRENTWOOD, TENNESSEE 37027

1. PARTIES This Lease Agreement is entered into this 26th, day of MARCH, 2019 between LANDLORD, Jeffrey R. Fenton, owner of 1986 Sunny Side Drive, Brentwood, TN 37027 and TENANT [REDACTED] MERRIMAN, in conformance with the Uniform Residential Landlord and Tenant Act of the State of Tennessee.
2. LEASED PROPERTY LANDLORD leases to TENANT a BEDROOM, inside LANDLORD'S residence, at 1986 Sunny Side Drive, Brentwood, TN 37027, for use as a private dwelling place for one person, and for no other purpose. This lease includes shared usage of the common living spaces within the home, including the Front Room, the Family Room, the Dining Room, the Kitchen, the Bonus Room, the Hall Bathroom, the Rear Deck, and the Back Yard. This lease includes a single outdoor parking space, for one vehicle. (Primary parking spaces need to be available for the Tenants when they are home. Any tenant with guest vehicles, need to be mindful and considerate about this.)
3. EXCLUSIONS Areas of the property, reserved SOLELY for LANDLORD, which are NOT shared with TENANT, hence being excluded from the LEASED PROPERTY:
 - Master Bedroom and Bathroom
 - Office
 - Attic
 - Crawl Space
 - Most of the Garage (minimal storage is allowed Tenants on one side)

Tenant is forbidden from entering these areas, without invitation or express permission from LANDLORD, on a case by case basis.
4. OCCUPANTS As a governing principal, no visitor or guest can spend so much time on the property, that it feels as though they are living here. Likewise, no TENANT can create (or permit) an environment which causes others living in the home to become uncomfortable, feeling as though their space is being crowded, or where the peacefulness of our home is disrupted. The LANDLORD and both TENANTS must always feel at ease with any guests on the property, or the TENANT responsible for allowing those guests here should be informed and it is their responsibility to peacefully remove those people from the property. The goal is always, for those paying to live here, to feel "at home", at peace, and undisturbed, so that each of us may equally benefit from the "peaceful enjoyment" of the home which we share together.
5. LEASE TERM The initial Term of this Lease shall commence at 7:00 am on 3/26/2019 for the term of 12 months and 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.

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.
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The TENANT shall not have the right to pledge or assign his leasehold interest or to sublet the Leased Property or any part thereof.
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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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The bedrooms for both the Landlord and the Tenants, are to remain their private personal spaces, without intrusion for any reason. The ONLY exceptions being if there is an immediate legitimate threat to either property or life, or if the Tenant is suspected to have experienced a medical emergency or to have possibly deceased.
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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 HOUSING 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.

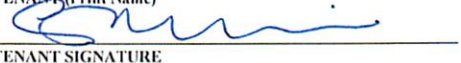
Jeffrey R. Fenton

LANDLORD

LANDLORD SIGNATURE 

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

 MERRIMAN

TENANT (Print Name) MERRIMAN
TENANT SIGNATURE 

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





MERRIMAN
VE
FRANKLIN, TN 37064

1338
87-0863/0640
10

3/26/19
DATE

PAY TO THE
ORDER OF

JEFF FENTON

\$ 250⁰⁰

TWO HUNDRED FIFTY + NO / 100

DOLLARS



Pinnacle™

615-744-3700 www.pnfp.com

DEPOSIT FOR LEASE AT
FOR 1986 SUNNYSIDE DRIVE

[Signature] MP

064008

Harland Clark



MERRIMAN
VE
FRANKLIN, TN 37064

1341
87-0863/0640
10

3/26/19
DATE

PAY TO THE
ORDER OF

JEFF FENTON

\$ 300⁰⁰

THREE HUNDRED & NO / 100

DOLLARS



Pinnacle™

615-744-3700 www.pnfp.com

FOR PARTIAL RENT

[Signature] MP

064008

Harland Clark



MERRIMAN
VE
FRANKLIN, TN 37064

1343
87-0863/0640
10

4/1/19
DATE

PAY TO THE
ORDER OF

JEFF FENTON

\$ 450⁰⁰

FOUR HUNDRED FIFTY & NO / 100

DOLLARS



Pinnacle™

615-744-3700 www.pnfp.com

RENT BALANCE

[Signature] MP

064008

PLAINTIFF'S
EXHIBIT
K-4



RETURN



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
 87086310640
 10

3/26/19 DATE

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

Pinnacle

615-744-3700 www.prip.com

DEPOSIT FOR LEASE AT
 FOR 1936 SUNNYSIDE DRIVE

⑆064008

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

PLAINTIFF'S
 EXHIBIT
K-5



Check Details

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

MERRIMAN
 FRANKLIN, TN 37064

1341
 87-00030640
 10

DATE 3/26/19

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

Pinnacle
 815-744-2720 www.pnp.com

FOR PARTIAL RGAT

⑆064008

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

PLAINTIFF'S
 EXHIBIT
K-6



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
 8706310640
 10

4/1/19 DATE

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

Pinnacle
 615-744-3700 www.pnfp.com

FOR APRIL RENT BALANCE

[Signature]

⑆064008 [REDACTED]

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

[Signature]

PLAINTIFF'S
 EXHIBIT
K-7



LEASE AGREEMENT

FOR 1986 SUNNY SIDE DRIVE, BRENTWOOD, TENNESSEE 37027

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

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

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

- A. The full term of the Lease Agreement must be satisfied.
- B. Written notice of the TENANT'S intent to terminate this Lease Agreement must be provided to the LANDLORD at least thirty (30) days prior to vacating the Leased Property.
- C. No damage has been done to the Leased Property beyond expected normal wear and tear.
- D. The TENANT'S bedroom is left clean, without disturbing or littering any other areas of the Leased Property.
- E. No holes, burns, or stains are found on the carpeting or flooring.
- F. No unpaid Rents or damage charges are outstanding.

The Landlord shall make a final walk-through of the Tenant's bedroom, with the Tenant present to witness, pointing out and itemizing in writing any damage found, and deemed by Landlord to be beyond normal wear and tear. Should such damage be found, Landlord will have a period of one week to calculate the costs of the repair, or to get estimates as the case may be, and to release the remainder of the Security Deposit back to the Tenant, while explaining the cost of the damages. If no damage is found by the Landlord during this final walk-through, Landlord shall provide Tenant with a check for the full amount of the Security Deposit, right then and there, without delay.

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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.

TENANT'S INITIALS [Signature]





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LEASE AGREEMENT (Page 2 of 4) Rev. 3/25/2019

TENANT'S INITIALS *JG*



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Jeff Fenton
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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 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>.



TENANT'S INITIALS GF



- 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

[Redacted] Garcia
 TENANT (Print Name)
 TENANT SIGNATURE
 4/9/2019 3:20 pm
 BINDING AGREEMENT DATE TIME



TENANT'S INITIALS: GC



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

Regions Bank

Branch TN05102
CC102053



CASHIER'S CHECK
04/09/2019

61-1/620

██████████ 8062

██████████ Garcia / Rent

Purchaser / Purchased For

SIX HUNDRED FIFTY DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: Jeff Fenton

\$650.00

Regions Bank

Authorized Signature

Branch TN05102
CC102053

[Handwritten Signature]
[Handwritten Signature]

⑈ 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 8062
 04/09/2019
 SIX HUNDRED FIFTY DOLLARS AND 00 CENTS
 PAY TO THE ORDER OF: Jeff Fenton \$650.00
 Regions Bank
 Authorized Signature: [Signature] Branch: TN03102 CC102052
 55052

> 7912 <
 CAPITAL ONE, NA
 0044112350 04102019
 RICHMOND, VA 003 23
 360 RDC Deposit 5855

**PLAINTIFF'S
 EXHIBIT
 K-13**



2009 Form 1099-R

Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.

Vanguard®

P.O. BOX 2600 - VALLEY FORGE, PA 19482-2600

PAGE 1 of 1

1-888-285-4563

FAWN [REDACTED] 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
 [REDACTED] - 20 [REDACTED]

This information is being furnished to the Internal Revenue Service.
 Department of the Treasury—Internal Revenue Service

Plan Name		Account number			Box 10:	Box 11:	Box 12:	
Fund Name	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
ROTH IRA								
REIT INDEX FUND INV	2,984.96	X	88016994559 0.00	J				
TARGET RETIREMENT 2035	5,235.30	X	88016994559 0.00	J				
DIVERSIFIED EQUITY INV	3,924.17	X	88016994559 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



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.



550 William Northern Blvd., P.O. Box 1210
Tullahoma, Tennessee 37388
(931)455-5441

ACCOUNT NUMBER		PAGE
2576580		1
01OCT09		31OCT09
SOCIAL SECURITY NUMBER	FROM	TO
STATEMENT PERIOD		
KN E-STMT		

FAWN FENTON
JEFFREY R FENTON
P.O. BOX 111777
NASHVILLE TN 37222

****REQUIRED CARD ACT NOTIFICATION****
Please note that your loan payment will not be considered late until the 24th of the month. *This applies only to loans under an open end plan. *This does not apply to closed end Real Estate, Indirect Auto and Credit Card loans or loans currently delinquent. *This does not apply to loans with payments that are due after the 24th of month.

NOTICE: See reverse side for important information

SHARE Suffix 0 OUR JOINT REAL ESTATE INVESTMENT HOLDING FUND FOR OUR MARITAL RESIDENCE AT: 1986 SUNNYSIDE DR, BRENTWOOD, TN 37027 Purchase Closed on 4/29/2011	Your balance at the beginning of the period.....\$ 620.58 05OCT WITHDRAWAL E-Branch -600.00 = 20.58 Transfer "STD" 600.00 to share 7 20OCT DEPOSIT 453.02 = 473.60 DBO Deposit Funds Transfer From 064005203 20OCT WITHDRAWAL -453.02 = 20.58 DBO Withdraw Funds For Credit Distribution 23OCT DEPOSIT Fawn's Premarital Retirement Funds 10797.02 = 10817.60 31OCT DIVIDEND through 31OCT2009 (After the 2008 Market Crisis) 3.16 = 10820.76 ANNUAL PERCENTAGE YIELD EARNED: 1.16% FOR A 31 DAY PERIOD Average Daily Balance: 3232.62 Your new balance on 31OCT09.....\$ 10820.76 Dividends Paid To You In 2009 On Suffix 0 \$ 42.41
AUTO Loan 1 Prius Paid Off from Fawn's Vanguard Retirement Remainder Deposited for Marital Residence	Your balance at the beginning of the period.....\$ 1793.13 4.75% ***ANNUAL PERCENTAGE RATE*** .013014% Daily Periodic Rate **FINANCE** (PAYMENT)**CHARGE**PRINCIPAL 20OCT PAYMENT (453.02) 6.77 446.25 = 1346.88 DBO distribution \$453.02 from account ****580...064005203 23OCT PAYMENT (1347.41) 0.53 1346.88 = 0.00 Your new balance on 31OCT09.....\$ 0.00 FINANCE CHARGES PAID IN 2009 ON LOAN 1 \$ 65.53
SHARE DRAFT Suffix 7	No. 1002576580. Balance at the beginning of the period.....\$ 10.26 Additions and miscellaneous withdrawals: 05OCT DEPOSIT E-Branch 600.00 Transfer "STD" 600.00 from share 0 31OCT DIVIDEND through 31OCT2009 0.23 ANNUAL PERCENTAGE YIELD EARNED: 0.51% FOR A 31 DAY PERIOD Average Daily Balance: 532.84 0 Withdrawals = 0.00 2 Deposits = 600.23 0 Drafts Cleared Your new balance on 31OCT09.....\$ 610.49 Dividends Paid To You In 2009 On Suffix 7 \$ 0.48 To report a lost or stolen Freedom (Visa Check) Card after Credit Union Business Hours, call 1-800-250-9655.
Your Financial Summary	Your total Draft balances.....\$ 610.49 Your total Share balances.....\$ 10,820.76 Your total Loan balances.....\$ 0.00
YTD Tax Summary	YEAR Total (May) Total

We lived under the SPIRITUAL PRINCIPAL of the "TWO becoming ONE at MARRIAGE". Throughout the ENTIRE DURATION of OUR MARRIAGE. Until after my ex-wife unnecessarily, prematurely, and irresponsibly ABANDONED our Marital Residence. (It was 2,500 SqFt, and NOT a hostile environment.)

ALL of our ASSETS and DEBTS were ALWAYS Held as ONE "Tenancy by Entirety". Regardless of whose NAME either were technically in. Those choices were strategically for the BENEFIT of BOTH of US! (Whether for preferential interest rates, risk mitigation, etc... which was EQUALLY for BOTH OUR BENEFIT!) It was a matter of "OUR LEFT POCKET" vs "OUR RIGHT POCKET". NEVER "HERS" or "MINE"!

PLAINTIFF'S EXHIBIT L-1



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: Gross distribution	Box 2a: Taxable amount	Box 2b: Taxable amount not determined	Box 4: Federal income tax withheld	Box 7: Distribution code(s)	IRA/SEP/SIMPLE	State tax withheld	State/Payer's state no.	State distribution	
ROTH IRA									
STRATEGIC EQUITY FUND									
8,023.32		X	09984339759 0.00	J					
REIT INDEX FUND INV									
9,758.76		X	09984339759 0.00	J					

JEFF'S TOTAL RETIREMENT DISTRIBUTION
(After 2007-2008 Financial Crisis)
DEPOSITED IN ASCEND JOINT
HOUSE INVESTMENT FUND
on 4/25/2010

\$17,782.08

Form 1099-R
OMB No. 1545-0119

Copy B Report this income on your federal tax return. If this form shows federal income tax withheld in box 4, attach this copy to your return.
2-3

PLAINTIFF'S EXHIBIT
L-2

01035809




Vanguard

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
Account number	*****6580
Bank account type	Savings (JOINT HOUSE INVESTMENT FUND)

**PLAINTIFF'S
EXHIBIT
L-3**

https://personal.vanguard.com/us/TransRedemptionConfirmation_nw

4/24/2010



Bank account registration	Jeffrey R Fenton
	Fawn Fenton

Withholding information	
Federal withholding	Do not withhold

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Vanguard - Confirmation

**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.

Routing number	264181626
----------------	-----------

**PLAINTIFF'S
EXHIBIT
L-5**

https://personal.vanguard.com/us/TransRedemptionConfirmation_nw

4/24/2010



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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550 William Northern Blvd., P.O. Box 1210
 Tullahoma, Tennessee 37388
 (931)455-5441

ACCOUNT NUMBER		PAGE
2576580		1
01APR10		30APR10
SOCIAL SECURITY NUMBER	FROM	TO
STATEMENT PERIOD		
KN E-STMT		

FAWN FENTON
 JEFFREY R FENTON
 P.O. BOX 111777
 NASHVILLE TN 37222

MORTGAGE SPECIAL!

Now through May 31 or until allocated funds are depleted, Ascend is offering a great mortgage special. Visit ascendfcu.org or call 1-800-342-3086 for details.

NOTICE: See reverse side for important information

SHARE Suffix 0 OUR JOINT REAL ESTATE INVESTMENT HOLDING FUND FOR OUR MARITAL RESIDENCE AT: 1986 SUNNYSIDE DR, BRENTWOOD, TN 37027 Purchase Closed on 4/29/2011	Your balance at the beginning of the period.....\$ 12049.92 28APR DEPOSIT-ACH-A-INVEST MY Premarital Retirement Funds 9758.76 = 21808.68 VGI-REIT IX IN (INVESTMENT) (After the 2008 Market Crisis) 28APR DEPOSIT-ACH-INVESTMENT 8023.32 = 29832.00 VGI-STR EQUITY (INVESTMENT) 30APR DIVIDEND through 30APR2010 11.93 = 29843.93 ANNUAL PERCENTAGE YIELD EARNED: 1.05% FOR A 30 DAY PERIOD Average Daily Balance: 13828.13									
	Your new balance on 30APR10.....\$ 29843.93									
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"></td> <td style="width: 20%; text-align: center;">Total for this period</td> <td style="width: 20%; text-align: center;">Total year-to-date</td> </tr> <tr> <td>TOTAL OVERDRAFT ITEM FEES</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> </tr> <tr> <td>TOTAL RETURNED ITEM FEES</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> </tr> </table>		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							
	Dividends Paid To You In 2010 On Suffix 0 \$ 46.01									
	=====									
	SHARE DRAFT Suffix 7	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;"> <tr> <td style="width: 60%;"></td> <td style="width: 20%; text-align: center;">Total for this period</td> <td style="width: 20%; text-align: center;">Total year-to-date</td> </tr> <tr> <td>TOTAL OVERDRAFT ITEM FEES</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> </tr> <tr> <td>TOTAL RETURNED ITEM FEES</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> </tr> </table>		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								
Dividends Paid To You In 2010 On Suffix 7 \$ 0.95										
To report a lost or stolen Freedom (Visa Check) Card after Credit Union Business Hours, call 1-800-250-9655.										
=====										
Your Financial Summary	Your total Draft balances.....\$ 611.95 Your total Share balances.....\$ 29,843.93									
YTD Tax Summary	YEAR-TO-DATE INFORMATION FOR TAX PURPOSES: Total non-IRA dividends earned (May be reported to IRS as interest for this calendar year)..\$ 46.96									

We lived under the SPIRITUAL PRINCIPAL of the "TWO becoming ONE at MARRIAGE". Throughout the ENTIRE DURATION of OUR MARRIAGE. Until after my ex-wife unnecessarily, prematurely, and irresponsibly ABANDONED our Marital Residence. (It was 2,500 SqFt, and NOT a hostile environment.)

ALL of our ASSETS and DEBTS were ALWAYS Held as ONE "Tenancy by Entirety". Regardless of whose NAME either were technically in. Those choices were strategically for the BENEFIT of BOTH of US! (Whether for preferential interest rates, risk mitigation, etc... which was EQUALLY for BOTH OUR BENEFIT!) It was a matter of "OUR LEFT POCKET" vs "OUR RIGHT POCKET". NEVER "HERS" or "MINE"!

**PLAINTIFF'S
EXHIBIT
L-7**



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

Cash	Daily Periodic Rate	Periodic Finance Charges	Nominal Annual Percentage Rate
	0.01027397%	\$77.27	3.75%
Annual Percentage Rate		Total Periodic Finance Charges	\$77.27

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





ASCEND FEDERAL CREDIT
 UNIONP.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 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 FEES	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 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 OUR JOINT REAL ESTATE INVESTMENT HOLDING FUND FOR OUR MARITAL RESIDENCE AT: 1986 SUNNYSIDE DR, BRENTWOOD, TN 37027 Purchase Closed on 4/29/2011 ===== SHARE DRAFT Suffix 7 0 Withdrawals = 0.00 1 Deposits = 0.05 0 Drafts Cleared Your new balance on 31MAR11.....\$ 610.02 ===== Your Financial Summary YTD Tax Summary	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 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%; text-align: center;">Total for this period</th> <th style="width: 20%; text-align: center;">Total year-to-date</th> </tr> </thead> <tbody> <tr> <td>TOTAL OVERDRAFT ITEM FEES</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> </tr> <tr> <td>TOTAL RETURNED ITEM FEES</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> </tr> </tbody> </table> Dividends Paid To You In 2011 On Suffix 0 \$ 63.22 =====		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							
	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 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%; text-align: center;">Total for this period</th> <th style="width: 20%; text-align: center;">Total year-to-date</th> </tr> </thead> <tbody> <tr> <td>TOTAL OVERDRAFT ITEM FEES</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> </tr> <tr> <td>TOTAL RETURNED ITEM FEES</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> </tr> </tbody> </table> Dividends Paid To You In 2011 On Suffix 7 \$ 0.20 To report a lost or stolen Freedom (Visa Check) Card after Credit Union Business Hours, call 1-800-250-9655. =====		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							
	Your total Draft balances.....\$ 610.02 Your total Share balances.....\$ 45,025.13 =====									
	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 =====									

We lived under the SPIRITUAL PRINCIPAL of the "TWO becoming ONE at MARRIAGE". Throughout the ENTIRE DURATION of OUR MARRIAGE. Until after my ex-wife unnecessarily, prematurely, and irresponsibly ABANDONDED our Marital Residence. (It was 2,500 SqFt, and NOT a hostile environment.)

ALL of our ASSETS and DEBTS were ALWAYS Held as ONE "Tenancy by Entirety". Regardless of whose NAME either were technically in. Those choices were strategically for the BENEFIT of BOTH of US! (Whether for preferential interest rates, risk mitigation, etc... which was EQUALLY for BOTH OUR BENEFIT!) It was a matter of "OUR LEFT POCKET" vs "OUR RIGHT POCKET". NEVER "HERS" or "MINE"!

PLAINTIFF'S
EXHIBIT
L-10



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

0 : HOUSE SAVINGS		7 : TENANT DEPOSITS	
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 \$ 5000⁰⁰

FIVE THOUSAND ——— ONLY ——— DOLLARS  Security Features Delay on Back

 **AEDC FEDERAL CREDIT UNION**
Nashville, Tennessee 37214

FOR 1986 SUNNYSIDE EARNEST MONEY Fawn Fenton MP

⑆ 264181626⑆ 10025765800⑈ 2016

PLAINTIFF'S
 EXHIBIT
L-12



DATE	TELLER	TRANSACTION / TYPE	ACCOUNT-SFX	PREV BAL	CHK AMT	END BAL
28APR11	723-176	Cashier's Check Sal	2576580-0		34500.00	
Payee: TOUCHSTONE TITLE AND ESCROW LLC						
		S (0)	SD (7)			
		5525.13	610.02			
		Loan (1)	Loan (85)	Loan (90)		
		0.00	0.00	0.00		

CHECK NO : 219813

TOUCHSTONE TITLE AND ESCROW LLC***



DETACH THIS PORTION BEFORE DEPOSITING

WARNING: THIS CHECK IS PROTECTED BY SECURITY FEATURES. DETAILS ON BACK.



520 Airpark Drive P.O. Box 1210
Tullahoma, Tennessee 37388
(931) 455-5441

28APR11 87-8162
2641

CHECK NO : 219813

AMOUNT

\$ **34500.00

VOID AFTER 90 DAYS

PAY THE SUM OF THIRTY FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS

PAY TO THE ORDER OF TOUCHSTONE TITLE AND ESCROW LLC***

Caren C. Gehrig
AUTHORIZED SIGNATURE
Alvin D. Conner
2nd SIGNATURE REQUIRED FOR CHECKS OVER \$5,000

Remitter: FAWN FENTON

CASHIER'S CHECK

⑈00219813⑈ ⑆2641816261⑆ 646226183⑈

The Brand Promise

Our brand promise is to educate and help you become an effective financial steward. We deliver this promise by asking you questions and offering our full, undivided attention to understand your current life situation and future plans before offering solutions.

Our tagline is "Raising Possibilities." All that we do to define and differentiate ourselves from other financial institutions derives from this. We want to help you recognize and raise all the possibilities as we assist you with personal financial solutions.





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ACCOUNT NUMBER		PAGE
2576580		1
01APR11		30APR11
SOCIAL SECURITY NUMBER	FROM	TO
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FAWN FENTON
JEFFREY R FENTON
P.O. BOX 111777
NASHVILLE TN 37222

NOTICE: See reverse side for important information

SHARE Suffix 0	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									
OUR JOINT REAL ESTATE INVESTMENT HOLDING FUND	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									
FOR OUR MARITAL	Your new balance on 30APR11.....\$ 5543.50									
RESIDENCE AT: 1986 SUNNYSIDE DR, BRENTWOOD, TN 37027 Purchase Closed on 4/29/2011										
After Purchase										
	<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>		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								
	Dividends Paid To You In 2011 On Suffix 0 \$ 81.59									
=====	=====									
SHARE DRAFT Suffix 7	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									
Drafts	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>		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								
	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 Financial Summary	Your total Draft balances.....\$ 610.10									
	Your total Share balances.....\$ 5,543.50									

YTD Tax Summary
YEAR Total (May

We lived under the SPIRITUAL PRINCIPAL of the "TWO becoming ONE at MARRIAGE". Throughout the ENTIRE DURATION of OUR MARRIAGE. Until after my ex-wife unnecessarily, prematurely, and irresponsibly ABANDONDED our Marital Residence. (It was 2,500 SqFt, and NOT a hostile environment.)

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PLAINTIFF'S EXHIBIT L-14



FIRST TENNESSEE

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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RETIREMENT/PROPERTY INVESTMENT VALUE APPRECIATION AS OF 5/31/2023
Will Easily Reach \$1,000,000 VALUE within the Next Decade as Planned, while without Interfere
It would have been completely PAID-OFF within that period, with less WORK than I'm doing NOW!
CAPITAL GAINS TAX does NOT apply for a PRIMARY RESIDENCE, this would have been TAX FREE!



STATEMENT OF CLAIM

Sign in

Edit Save Share More



4 bd 3 ba 2,640 sqft

1986 Sunny Side Dr, Brentwood, TN 37027

Off market Zestimate[®]: \$884,500 Rent Zestimate[®]: \$3,999

Est. refi payment: \$5.237/mo Refinance your loan

Home value Owner tools Home details Neighborhood details

Home value



Zestimate

\$884,500



Zestimate range

\$814,000 - \$973,000



Last 30-day change

+\$16,116 (+1.9%)



Zestimate per sqft

\$335

Zestimate history & details



6:49 AM 5/31/2023

PLAINTIFF'S EXHIBIT M

...nt, the recovery will be subject to an estimated 37% Tax Rate, placing this at roughly a 1.5
...erty Loss & Claim. In addition to damages, incidental, consequential, compensatory, loss of
...s of use, loss of enjoyment, loss of life, liberty, property & the pursuit of happiness. Plus legal
...ounding daily), litigious TORTURE of an ADA Party, since 9/3/2019, until a cure is obtained.



REDFIN 1.844.759.7732 Buy Sell Mortgage Real Estate Agents Find Log In Sign Up

Search Overview **Business Estimate** Photo Facts Listing Details Sale & Tax History Schools Neighborhood Similar Homes

Favorite Photos Edit Facts

Is this your home?
Claim this home to track its value and nearby sales activity
I'm the owner

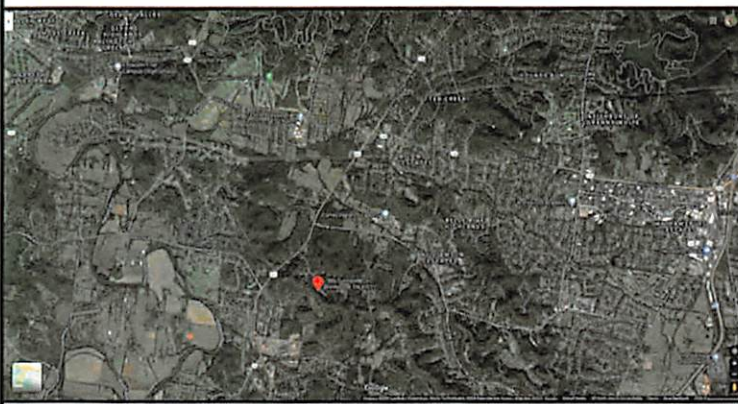
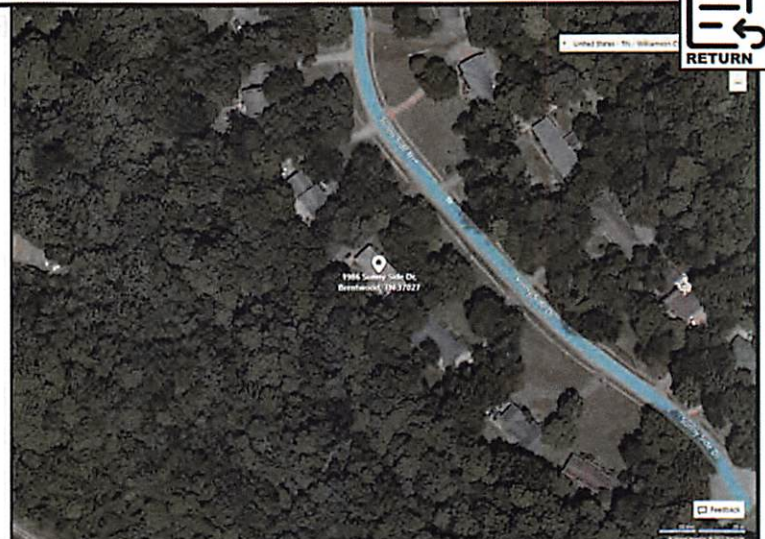
Get a local Redfin Agent on your home's value and the state of the Brentwood market.

\$566,000 - \$626,000

1986 Sunnyside Dr. Brentwood, TN 37027
\$595,494 4 2.5 2,640
3 Beds 4 Baths 2.5 Baths 2,640 Sq Ft

LOCATED at the NEXUS of Green Hills, Brentwood, Grassland, Franklin! SURROUNDED BY HUNDREDS OF ACRES OF PROTECTED WOODLANDS!!!

This home last sold for \$540,000 on Feb 18, 2020.



Custom 3-Sided Fence, OPEN in REAR to LET WILDLIFE IN YARD!!!

NEW FENCE PLAN FOR 1986 SUNNYSIDE DRIVE

A BOUNDARY SURVEY OF LOT 29 ON THE PLAN OF SUNNYSIDE ESTATES SECTION 3, PLAT BOOK 8, PAGE 87 BRENTWOOD, WILLIAMSON COUNTY, TN MAY 4, 2011

LEGEND

1. Lot boundary lines as shown on the plat.

2. Easement lines as shown on the plat.

3. Easement lines as shown on the plat.

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NATIONAL WILDLIFE FEDERATION

CERTIFIED WILDLIFE Habitat™

This certificate recognizes the establishment and maintenance of an official wildlife habitat.

Fawn's Wildlife Habitat

No. 161,066

David Mizgajski
David Mizgajski
Naturalist, National Wildlife Federation
Date: 03/25/2024 10:07:17 AM Annual Report

NATIONAL WILDLIFE FEDERATION

I KNOW OF NOTHING WHICH WIFE LOVES MORE THAN ANIMALS OF ALL KINDS!!!

PLAINTIFF'S EXHIBIT M-1



Buy Rent Sell Home Loans Agent finder



Manage Rentals Advertise Help Sign in

18 results

Schools ▾ Draw

920K 906K 979K 909K 849K 931K 742K 935K 1.01M 940K \$888K 4 bd, 3 ba 2,640 sqft 888K 880K 985K 960K

Sunnyside Dr Sunnyside Dr

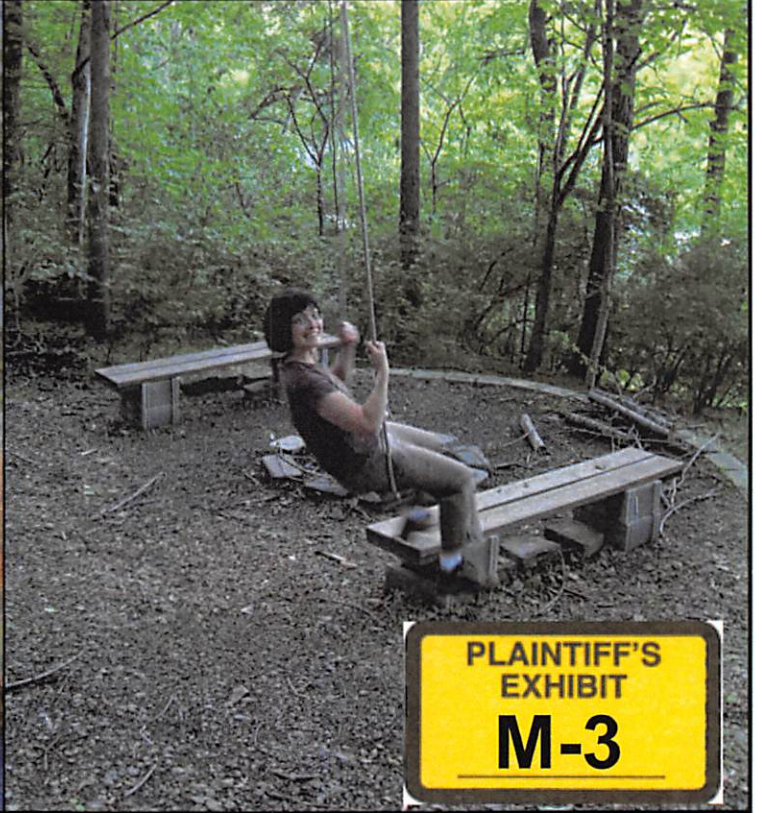
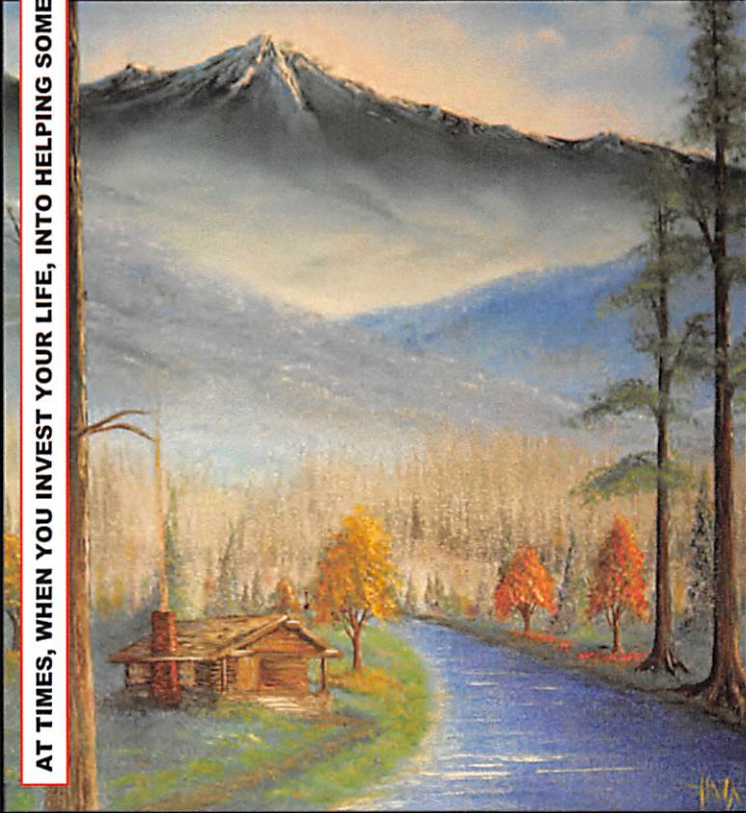
List

PLAINTIFF'S EXHIBIT M-2

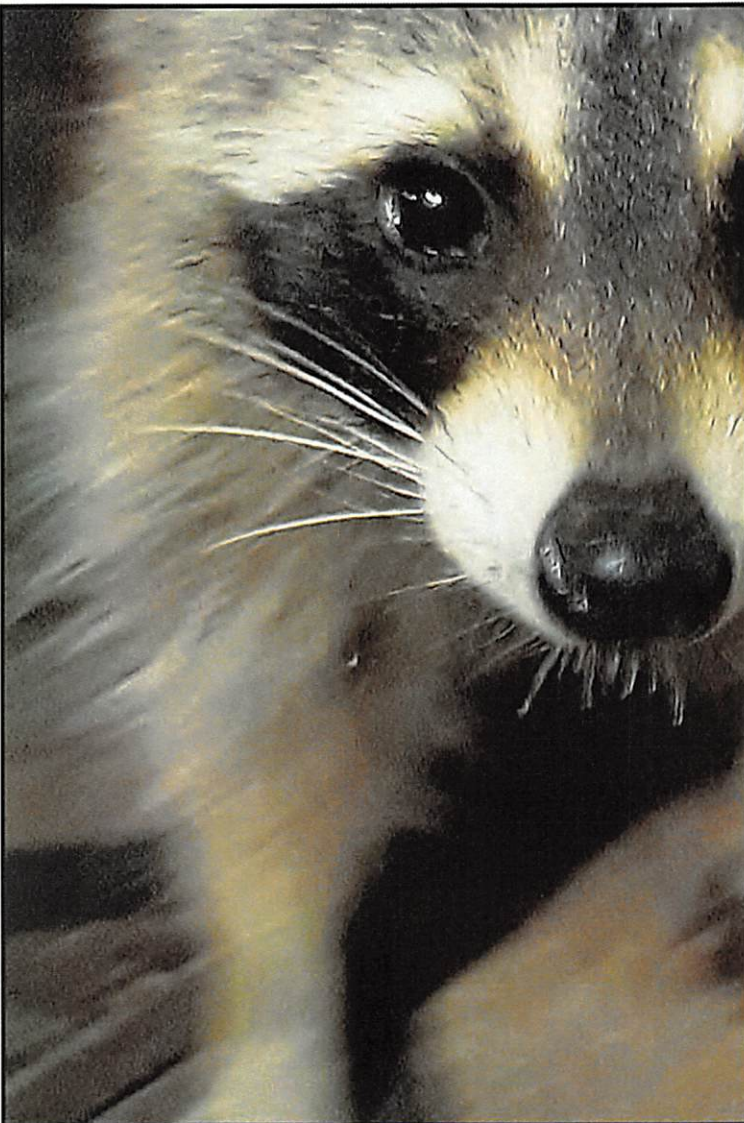
Google Keyboard shortcuts Map data ©2023 Imagery ©2023, Maxar Technologies, USDA/FPAC/GEO



AT TIMES, WHEN YOU INVEST YOUR LIFE, INTO HELPING SOMEONE YOU LOVE, REACH THEIR DREAMS, YOU STILL LACK WHAT THEY NEED THE MOST.



PLAINTIFF'S EXHIBIT M-3



**PLAINTIFF'S
EXHIBIT
M-4**



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!

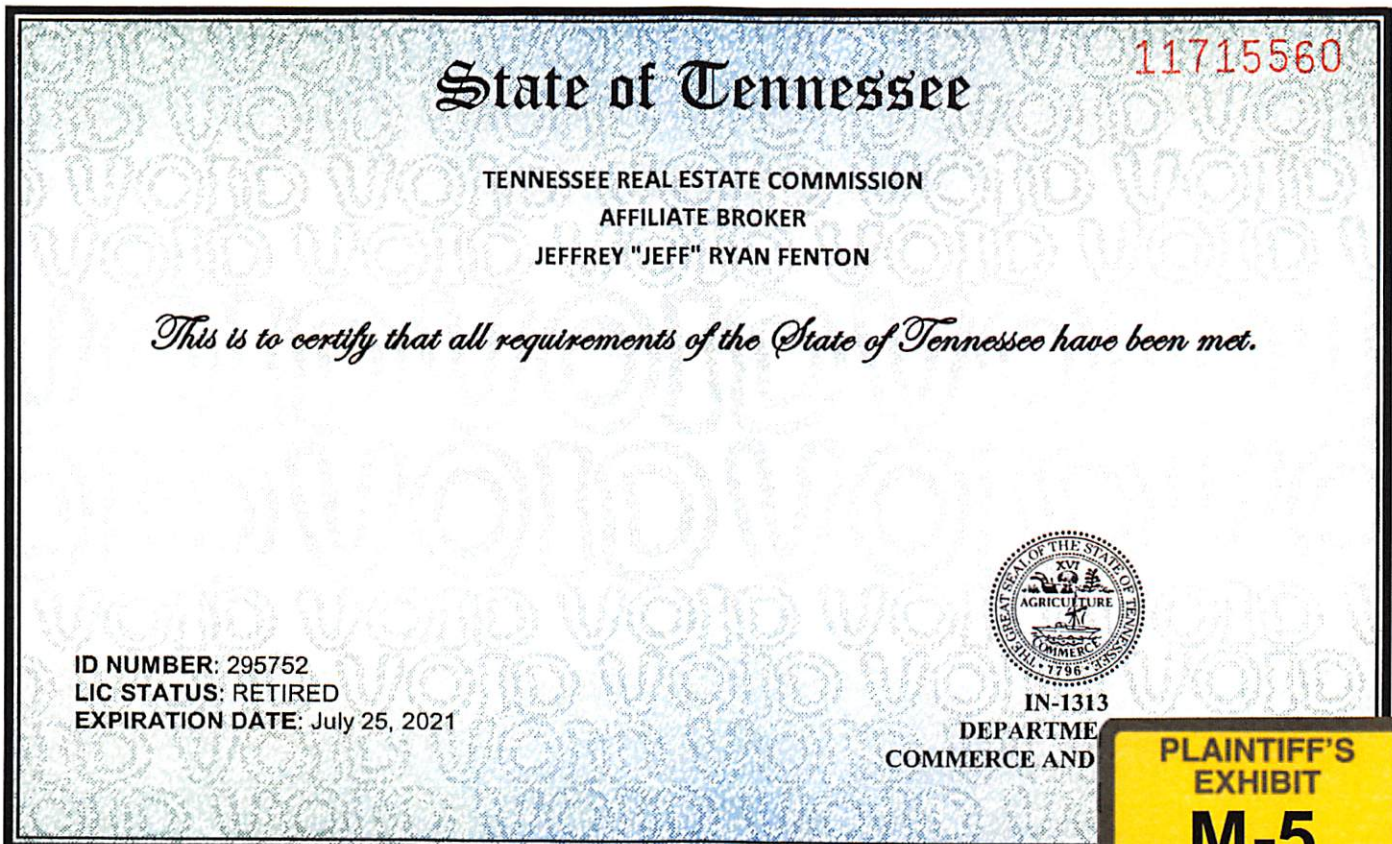
c/oJEFFREY "JEFF" RYAN FENTON
1986 SUNNYSIDE DRIVE
BRENTWOOD, TN 37027



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.



**PLAINTIFF'S
EXHIBIT
M-5**



U.S. Census Bureau QuickFacts: x +

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Brentwood city, Tennessee; Williamson County, Tennessee; Genesee County, Michigan; Fenton city, Michigan; Argentine township, Genesee County, Michigan; United States

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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
PEOPLE						
Population						
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
Age and Sex						
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%
Race and Hispanic Origin						
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



Native Hawaiian and Other Pacific Islander alone, percent (a)	0.0%	0.1%	Z	0.0%		
Two or More Races, percent	3.0%	1.9%	3.1%	4.7%		
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%
Population Characteristics						
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%
Housing						
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
Families & Living Arrangements						
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%
Computer and Internet Use						
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%
Education						
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%
Health						
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%
Economy						
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



	Brentwood city, Tennessee	Williamson County, Tennessee	Genesee County, Michigan	Fenton city, Michigan	Argentine township, Genesee County, Michigan	
Total accommodation and food services sales, 2017 (\$1,000) (c)	192,505	808,891	707,341	75,425		
Total health care and social assistance receipts/revenue, 2017 (\$1,000) (c)	968,503	2,141,352	3,165,657	70,669		
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	4,563,108	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
Transportation						
Mean travel time to work (minutes), workers age 16 years+, 2017-2021	26.0	27.8	26.6	30.7	38.5	26.8
Income & Poverty						
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%
BUSINESSES						
Businesses						
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
GEOGRAPHY						
Geography						
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