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.

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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,

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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.

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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

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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

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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 reneged 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, <u>VIRGINIA LEE STORY</u>, 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 <u>rule of law</u>.

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)

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)

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)

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:

<u>Deborah.Rubenstein@tncourts.gov (Deborah.Rubenstein@tncourts.gov)</u>

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

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE AT FRANKLIN

	*** * *********		
FAWN FENTON, Plaintiff/Wife,)		OCT 21 PM 3:58
vs.)	FILED No. 48419B	FOR EHTRY
73.	ζ.	110. 404171	
JEFFREY RYAN FENTON, Defendant/Husband.)		
Detendant/Tusband.	,		
AFFIDA	<u>VIT OF VIRGINIA I</u>	LEE STORY	RECEIVED BY
OTATE OF TENNESCEE			Judges' Chambers Date: 10-22-1944
STATE OF TENNESSEE)		22/90
COUNTY OF WILLIAMSON)		
Comes now, Virginia Lee St	tory, attorney of record	for the Petitioner,	and after being first

duly sworn, states as follows:

- I am over 18 years of age and have personal knowledge of the following facts. 1.
- 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.
- In his handwritten note, he stated that he does not want to contest the divorce and 4. 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.

HEIDI Notary Public

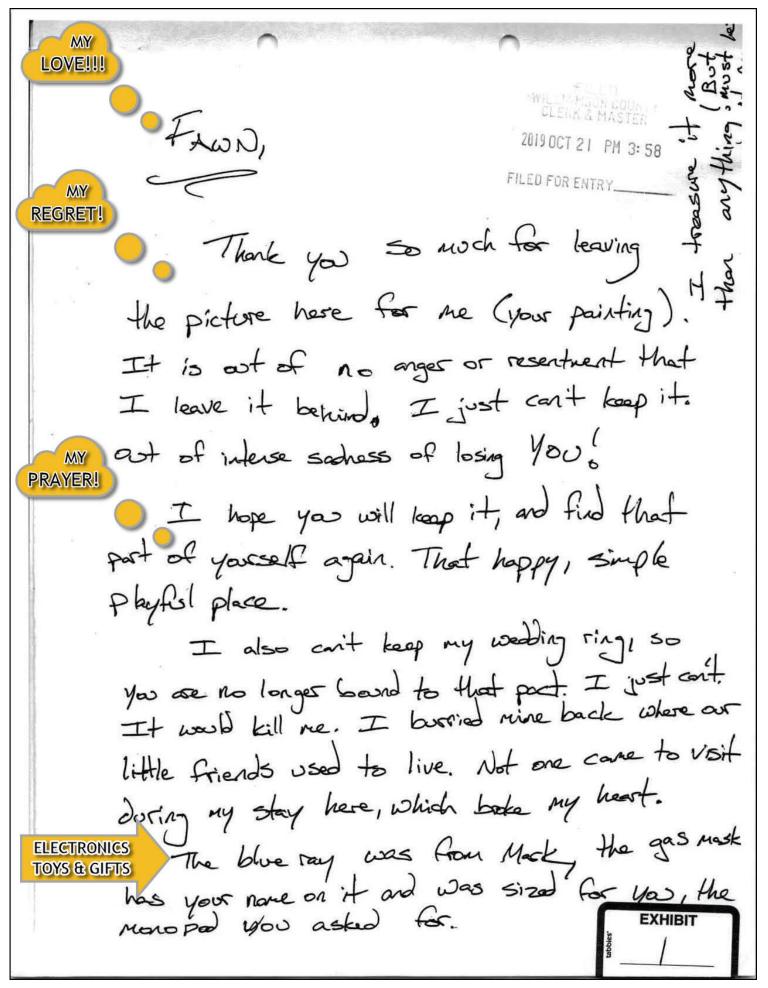
WILL PA COUNTY INTERNATION COUNT

FURTHER AFFIANT SAITH NOT.

VIRGINIA LEE STORY

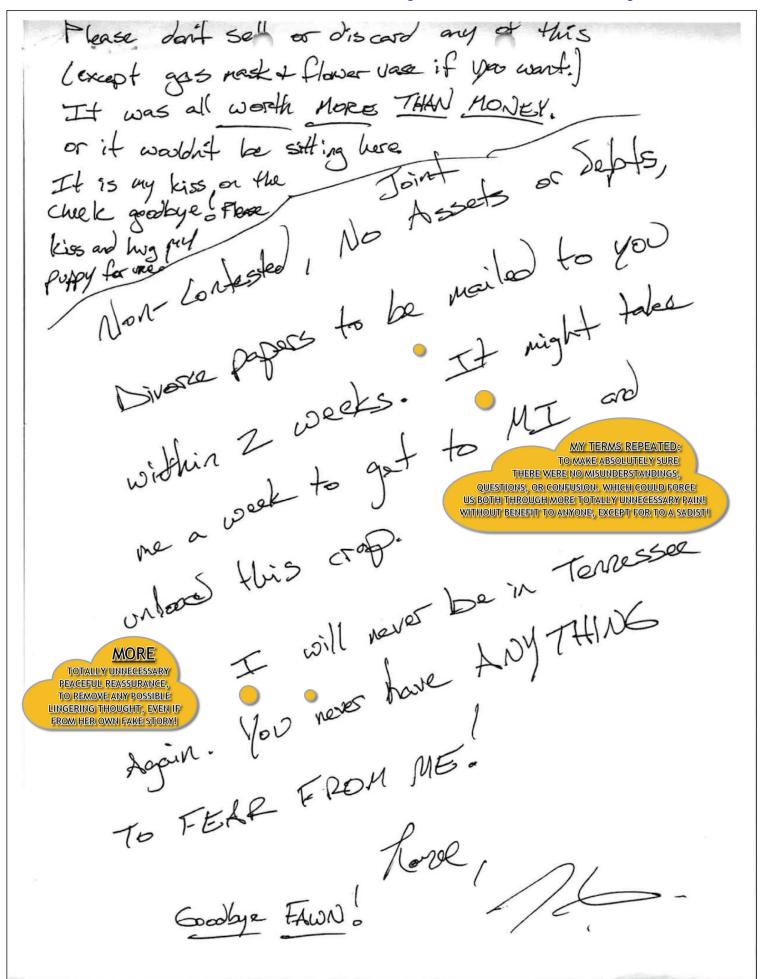
My Commission Expires: 6

SWORN to and subscribed before me this $2l^{S+}$ day of October, 2019.



I an so sorry things arded this way, but I can never speak with you again. To protect my heart, not at of arget or resentant I will never communicate with Virginia Story or anyone from her firm, ever again, Regardless of the consequences. IF, and ONLY IF THE TERMS OF MY OFFER ARE ACCEPTED. BUT MS. STORY TEALS EVERYTHING, WHILE SECRETLY DENYING, WHILE
CONTACT ME apin, then I will likewise drop my 250 page counter motion set A VERY GENEROUS OFFER, for october 215T. I will mail you the food simple diverce papers signed - and as long as no lawyers are involved, we each walk with what we have, Assets tolebts, and no alimony etc... Due either ever-only if we finish non-contested together without a lawyer

as we provided each other I would and will never how you or those you love in any way. Despite what they cost me. I will always love you o I leave only with teremedous sachess, nothing more. AWAY WITH EVERYTHING! If Ms. Story tries to use any of this against me, I will dedicate my life to fighting and appeal this to stake Court where the sale of our home will be found and proven to be against stake laws. If I never how from Ms Stay or her staff or court, then I'm dove, and I , surrended all. I will always love you or I'm so sorry! The



FAWN FENTON vs JEFFREY RYAN FENTON 08/29/2019

1	MS. STORY: Since he probably will be
2	moving to Michigan, I would be amenable to him
3	attending the final hearing by telephone if he doesn't
4	want to drive back. And I can tell you, I will try to
5	accommodate him in any way I can.
6	THE COURT: I know you will. You already
7	have .
8	MS. STORY: And, also, the order probably
9	needs to say that Ms. Fenton can execute any other
10	documents that need to be executed because he might
11	not be here to sign anything, that Mr. Anderson might
12	need signed. So I would like to be able to put that
13	in the Order.
14	THE COURT: All right. Then if you'll
15	prepare the Order, that'll take care of us. That's
16	what we're doing. That's the Order of the Court.
17	Thank you very much.
18	(Proceedings were adjourned at 11:44 a.m.)
19	
20	
21	
22	
23	
24	
25	



Case 1:23-cv-01097-PLM-RSK ECF No. 50, PageID.4065 Filed 03/25/24 Page 14 of 35 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

From: Sent:	Tommy Anderson <tom@tommyanderson.us> Wednesday, October 9, 2019 6:42 PM</tom@tommyanderson.us>
Го:	Jeff Fenton
Subject: Attachments:	Re: Closing Utilities Fully-Executed Settlement Statement image001.gif
es Fawn received all el closing completion. Sincerely,	ectronics and got them in her possession. I will have title company send you everything upon
Fommy Anderson	
On Wed, Oct 9, 2019, 5	:38 PM Jeff Fenton wrote:
Hello Tommy,	
being billed to me, or	once the closing is completed, so that I can disconnect the utilities. They are all currently in my credit, and I need to minimize accruing debt, especially with zero proceeds from to pay any of my debts or expenses, while remaining unemployed.
being billed to me, of the sale, with which Also, did you inform obtained that yet, or	n my credit, and I need to minimize accruing debt, especially with zero proceeds from
being billed to me, of the sale, with which Also, did you inform obtained that yet, or new buyer he alrea	n my credit, and I need to minimize accruing debt, especially with zero proceeds from to pay any of my debts or expenses, while remaining unemployed. Fawn about the TV and Camera equipment at the house for her? Do you know if she has what her plan is? (I just want to ensure that Fawn gets the equipment, rather than the
being billed to me, of the sale, with which Also, did you inform obtained that yet, or new buyer he alrea	In my credit, and I need to minimize accruing debt, especially with zero proceeds from to pay any of my debts or expenses, while remaining unemployed. If Fawn about the TV and Camera equipment at the house for her? Do you know if she has what her plan is? (I just want to ensure that Fawn gets the equipment, rather than the ady got a good enough deal!)
being billed to me, of the sale, with which Also, did you inform obtained that yet, or new buyer he alrea	In my credit, and I need to minimize accruing debt, especially with zero proceeds from to pay any of my debts or expenses, while remaining unemployed. If Fawn about the TV and Camera equipment at the house for her? Do you know if she has what her plan is? (I just want to ensure that Fawn gets the equipment, rather than the ady got a good enough deal!)
being billed to me, of the sale, with which Also, did you inform obtained that yet, or new buyer he alrea Finally, I would like Thank you, sir.	In my credit, and I need to minimize accruing debt, especially with zero proceeds from to pay any of my debts or expenses, while remaining unemployed. If Fawn about the TV and Camera equipment at the house for her? Do you know if she has what her plan is? (I just want to ensure that Fawn gets the equipment, rather than the ady got a good enough deal!) If a scan of the fully executed HUD-1, emailed to me please, upon closing.

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.
- (I) "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

- (a) A lawyer shall not knowingly:
 - (1) make a false statement of fact or law to a tribunal; or
- LAW. **STATEMENTS** written by a 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!"
- (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