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

V014

Appendix 13-4

TECHNICAL RECORD

IV

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

FILED
JUN 15 2020
Clerk of the Appellate Courts
Rec'd By _____

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

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

TO THE
APPEALS COURT
NASHVILLE TENNESSEE

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

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

FILED 31ST DAY OF MARCH 2020.

CHANCERY COURT
NO. 48419B

_____ CLERK
Sara B McKinney DEP. CLERK

492 So, all that I'm asking, is that I at least be HEARD by the TN STATE COURT! Without allowing
493 my case to be thrown-out due to some legal technicality, which would not be "common sense", to
494 the average person, who unfortunately can't afford to spend tens of thousands of dollars, in an
495 attempt to defend himself **against absurdly false claims,** hoping only to survive the wrath of Ms.
496 Fenton, Ms. Story, and the State of Tennessee, in a manner resembling some element of
497 "FAIRNESS". Where I can realistically work toward becoming financially independent again,
498 with a respectable vocation that allows me just a little more money than I need each month, to
499 enjoy some level of comfort which I had earned, long before ever crossing paths, with Ms. Fenton.

500 Is that such an unreasonable request?

501 Please find and accept the attached "Transcripts". I also have an audio recording, from the August
502 29th Hearing at the "Old Courthouse", which I believe adds CONTEXT by hearing the TONE of
503 the communications: chastising, threatening, discriminatory, resentful, biased, and apparently
504 collaboratively bombarding me from both the bench and by opposing counsel (Ms. Story), with
505 very little differentiation between the two. I am also requesting a two-week extension to provide
506 the court with a couple of "Statements of Evidence" regarding the events which have transpired,
507 both in the most recent action with Ms. Story, as well as in Ms. Fenton's original divorce action
508 (**#47426** – attached as supporting Exhibits, along with the voluntary NON-SUITS after a
509 "VERBAL SETTLEMENT AGREEMENT" *(Exhibit #18)* was reached between us on 10-27-
510 2018 to stop dissolving our remaining life's savings, simply to waste on legal fees to continue
511 FIGHTING in court.

512 In the end, contrary to the falsified narrative provided to the Court by Ms. Fenton and Ms. Story
513 (#48419B), **Ms. Fenton reneged upon the terms of our "Verbal Settlement Agreement",**
514 **rescinding her commitment to pay me $1,750 per month in Alimony for a period of 6-years,**
515 as she previously outlined and agreed to in paragraph #8 of the attached email dated 10/27/2018
516 from Ms. Fenton, attached herein as "Exhibit #18".

517 On 12/22/2018 I received a series of texts from Ms. Fenton *(Exhibit #12)* sharing her disturbing
518 discovery of what she calculated the tax implications of her making $90k+ per year, while filing
519 single after our divorce, while choosing to rent an apartment rather than keep our home or purchase
520 another piece of property (which could provide a tax shelter), concluding the following:

521 - "Correct, my tax situation is going to suck for a very long time."
522 - **"90k gross - $31k taxes - $21k alimony = $38k net. Plus or minus."**
523 - "Someday when alimony is done, I can get a job making only **$43k gross and have the**
524 **same net of +/- $38k."**
525 - *(This was the point at which I KNEW in my heart that Ms. Fenton was lying about settling*
526 *out of court, and planned to refuse to pay my agreed **$1,750** per month alimony, for the*
527 *agreed period of **six-years**, for me to cooperatively vacate, forfeit, and allow the sale of*
528 *OUR HOME.)*
529 - **I realized that I was being played!**

530 Ms. Fenton secretly decided that it would be more financially beneficial for her to continue to feed
531 an attorney, rather than to reach any sort of FAIR "Settlement Agreement" with me. So we had
532 gone from approximately $2,400 per month in support (22%-24% of Ms. Fenton's Gross Annual

533 Income), for a period equal to half the duration of our marriage (initially 6 years), during my
534 attempt at a COLLABORATIVE DIVORCE (which Ms. Fenton fought vehemently), down to
535 **$1,750** per month in alimony for us to settle alone outside the courts, selling our home
536 cooperatively, while equally splitting the proceeds, until that too Ms. Fenton refused to honor or
537 proceed with.

538 THAT is WHY I was no longer "cooperative" with selling my HOME, because every penny which
539 I had ever saved, we invested into it. I couldn't conceivably forfeit my one and only asset in the
540 World, my only investment and provision toward retirement, as well as my personal domicile,
541 without the guaranteed provision for me to rent or purchase another cheaper residence. Once I
542 realized that Ms. Fenton changed her mind without notice, and had been lying to me for an
543 unknown period of time regarding our "Verbal Settlement Agreement", I knew that I could no
544 longer TRUST her without at least requiring Ms. Fenton to put her OWN WORDS in WRITING
545 and simply SIGNING IT! No legalese or attorneys required, but rather a SIMPLE signed
546 agreement between the two of us, which we are both MORE than capable of drafting ourselves.
547 Yet to no avail, Ms. Fenton REFUSED to sign ANY agreement including ANY alimony of ANY
548 amount, which was the ONLY way that I ever could have afforded to forfeit MY HOME without
549 becoming HOMELESS!

550 So, Ms. Fenton decided that it would be cheaper for her to hire Ms. Story to STEAL from me, that
551 which she was no longer willing to FAIRLY COMPENSATE me for. Saving Ms. Fenton $126k
552 in alimony payments @ the agreed $1,750 per month, plus from reimbursing me for the estimated
553 $75k in EQUITY which I had in OUR HOME, while also evading her financial responsibility for
554 the nearly $100k in MARITAL DEBTS which she ABANDODED in MY NAME.

555 Rather than any slightly FAIR "settlements", Ms. Fenton decided that it was more financially
556 advantageous to her to pay the legal expenses, falsifying her claims, even to FRAUDULENTLY
557 file bankruptcy and to downgrade her career temporarily (to help her seemingly "qualify" for
558 bankruptcy) while denying me EVERY form of support, legal representation (as previously
559 promised), and to make alimony extremely difficult if not impossible for me to extract or be
560 awarded by a court. Especially a court in Williamson County, where the judgments are known to
561 by far favor women over men, as opposed to Davidson County, who hears a broader scope of
562 cases, and whose traditions are more in line with the State laws, which show **no partiality due to**
563 **the gender** of the parties.

564 Ms. Fenton's secret bankruptcy scam was also leveraged to **manipulate the court** into FORCING
565 ME OUT OF MY HOME, while forcing the SALE of MY HOME, against my wishes, due to Ms.
566 Fenton secret plan to default on our home mortgages. Since Ms. Fenton was the only one (after
567 she changed the account passwords) who had access to our mortgage statements, while she
568 voluntarily forfeited our home in her fraudulent bankruptcy filing. **While I was never even**
569 **NOTIFIED that a single mortgage payment had been missed**, that any bankruptcy action was
570 in motion, or that my one and only FINANCIAL ASSET, including all of my premarital 401k
571 retirement funds, and everything which I had earned since, **was at RISK of being LOST! Which**
572 **then WAS LOST by COURT ORDER**, without me ever receiving a SINGLE PENNY in return
573 for my beautiful, highly customized, 2,500 SqFt, half-a-million dollar HOME, located in
574 BRENTWOOD TENNESSEE. One of the most sought after, unique, beautiful, financially affluent
575 and opportunistic areas of these UNITED STATES! (Now I live in the BASEMENT of my

576 MOTHER'S 1940's era, 725 SqFt Home, located an hour and a half North-West of Detroit
577 MICHIGAN!)

578 That must be what Chancellor Binkley meant when he told me that, "Fair is something you do in
579 the fall." *(Recorded on the 8/29/2019 transcripts, as EXHIBIT-2, page 22, line 6.)*

580 **I AM STILL REQUESTING CASE MANAGEMENT IN THIS APPEAL**, combining ALL
581 the work and litigious assaults manipulated to force this divorce upon me: Including Collaborative
582 Divorce work with **Sandy Arons** *(Certified Divorce Financial Analyst)*, Docket **#48426**, our
583 **"Verbal Settlement Agreement"** *(Exhibit #18)* and Docket **#48419B**, into ONE comprehensive
584 divorce decree.

585 Due to my mental disabilities and the IMPOSSIBLE challenges which have been unjustly forced
586 upon me by the Williamson County Chancery Court, plummeting me from a healthy middle class
587 lifestyle straight into poverty, rendering me literally homeless, and forcibly removing me from my
588 home and my property, by four armed Sherriff's deputies, who had their hands on their guns,
589 skittish about whether or not I REALLY am DANGEROUS because of the FALSIFIED OP used
590 to HOLD ME DOWN while I was RAPED!

591 Chancellor Binkley was also quite fond of belittling my disabilities, as documented in that same
592 transcript (Exhibit-2), on Page 13, Lines 19 through Page 14, Line 4.... *"Sir, I respect that. But*
593 *we all have burdens.... Everybody in this room has things going on in their lives to one extent or*
594 *another, just like you do... I can't make excuses for that. Listen to what I'm saying. I don't want*
595 *you and I to get crossways with each other."*

455

596 Ms. Fenton and I knew, a year in advance, that her boss/owner was planning to retire, at which
597 point she expected that he would close their firm. So Ms. Fenton held off on everything, giving
598 me some hope of obtaining roommates, taking over the utilities, and seeking vocational
599 rehabilitation, to prepare for full-time employment again, when as soon as she had the dominos all
600 lined-up (as I personally believe that only Ms. Story has the financial and legal knowledge,
601 expertise, and aptitude to do. (Despite the monumental ethical violations this would require, to
602 intentionally lead someone into bankruptcy fraud, simply to reduce their financial exposure during
603 a divorce, to intentionally deprive the opposing party of their jointly owned property and ANY
604 chance at ever receiving a FAIR divorce settlement or decree.

605 Please confirm for me if the "Transcripts" in Exhibits #2 & 3 are acceptable, or if I'm missing
606 some legal detail or requirement which will otherwise exclude them. I will obtain and deliver
607 anything within my means, as absolutely quickly as I can, if you will merely extend to me the
608 kindness, courtesy, and fairness of informing me of specifically what else you need and when you
609 need it by.

610 I just began an outdoor day labor job in construction, for slightly over minimum wage, requiring
611 a three-hour round-trip commute to Detroit on each day when I can work. With this being only my
612 second week on the job, and having "called-out" on Monday 2/10/2020 in order to devote nearly
613 three straight days to this matter, I cannot afford to take any more time off from work, without
614 risking losing my job. So please provide me adequate notice to take into consideration the 5-days
615 mailing back and forth, as well as providing me with at least one WEEKEND where I can read,
616 research, and respond to any requests by the court. I can't afford to keep overnighting documents
617 to the court, due to restrictions prohibiting faxed or emailed document submissions.

618 In order to prepare the audio recording from my hearing at the "Old Courthouse", in whatever file
619 format you prefer, as well as to transfer it to the court, upon your preferred storage medium, please
620 inform me how you would like to receive that file. Please also provide me with ample time to
621 prepare and provide it to you, without requiring that I send it by overnight mail, due to the unfair
622 expense.

623 I did attempt to do the "due diligence" on my own, prior to this technical faux pas, having contacted
624 Ms. Lisa Marsh on multiple occasions. She has been very kind and helpful so far, and I specifically
625 request that the court please appoint her to be an advocate to assist me through the remainder of
626 this legal process. From my discussions with her, I had expected that I was waiting for the
627 Chancery Court to forward all of their documentation on my case to the State Appellate Court,
628 which once received I was told that I would be notified by the State Appellate Court to prepare
629 my BRIEF, at which point I will have a period of 30-DAYS to research, write, and form my
630 "BRIEF" to the best of my ability. I was not aware of any duty, obligation, rule, request, or
631 requirement that I submit any "Transcripts" or "Statements of Evidence" to any court prior to
632 filing my BRIEF.

633 I do not blame this oversight on Ms. Marsh, though she has advised me on much of the process,
634 since she was not informed that I would check the box indicating that I plan to substantiate the
635 claims of my BRIEF with my transcripts and/or "statements of evidence". Similarly, nor did I
636 understand that such a minor detail on the form, placed any further burden upon me to produce
637 such, in a pre-defined manner, unbeknownst to me.

638 I'm honestly doing my very best to comply with all the legal requirements, to have my case
639 HEARD by the court, before being cast away to the fate which my ACCUSERS have chosen for
640 me.

641 Please inform me about what form or format I need to deliver my audio file in (MP3 file, burned
642 onto a CD, a thumb drive, sent via email, etc…) Just to be clear, I asked Chancellor Michael W.
643 Binkley for his permission to record the hearing, which he consented to, before I ever even pressed
644 the "record" button.

645 Any case management, legal advocate, flexibility and notice about deadlines, or court ordered
646 concessions and oversight to see this case THROUGH until I AM JUSTLY HEARD, would be
647 greatly appreciated!

648 Please forgive any failures in style, format, procedural requirements, technicalities, and/or delivery
649 of these requests. I simply don't have the time or ability (physically, mentally, emotionally) to
650 research and refine this further, unless I quit my job again to devote my time and efforts full-time
651 to studying Tennessee laws, in hopes of obtaining anything reminiscent of "FAIRNESS" within
652 the Tennessee courts.

653 I understand that in the grand scheme of things, I stand to lose more by choosing to work now (for
654 near minimum wage) rather than devoting all my TIME to learning about the LAW to defend
655 myself better. Due to my handicaps, along with the circumstances forced upon me by the court,
656 my ex, and her counsel, I know that I cannot "multi-task" and adequately pursue both
657 simultaneously. This is keenly known by Ms. Fenton, as the court and Ms. Story have also been

658 notified of, in Exhibit #1 (testimonies from my psychiatrist and my psychotherapist), which the
659 court has already PREVIOUSLY RECEIVED yet disregarded without consideration or care. As
660 is also demonstrated by my need to remain awake AGAIN for three-days straight, in order to
661 research and respond to this action, while needing to go straight to work thereafter, for 12-hours
662 of physical labor, without ANY rest for nearly FOUR days! Yet my choices to do otherwise before,
663 waiting to work so that I could focus instead upon defending myself from the litigious ambush
664 which I was overwhelmed with, have returned to me absolutely NOTHING in return. Now I must
665 at least TRY to contribute toward my living expenses.

666 The cry of my heart is only for JUSTICE! Not pity or extra compensation for my disabilities, rather
667 simply that my TESTIMONY BE HEARD by the court, DESPITE the realistic challenges and
668 limitations of my disabilities, combined by the financial poverty which has been recently forced
669 upon me, by those who thrive upon money, power, and greed! Where "FAIRNESS" is NOT
670 amongst their "moral code", despite what the "code of conduct" demands regarding their
671 professions, and their sworn oaths.

672 Likewise, due to my poverty and my mental handicaps (as outlined in Exhibit #1), please allow
673 me to participate in any and all legal proceedings REMOTELY, in a manner available to me,
674 without significant expense. I possess the computer equipment to participate in court hearings via
675 video, or can do so simply via audio, using either the Internet or a landline telephone. I likewise
676 will continue to do my best to communicate and meet deadlines via snail mail. (Again, please
677 provide extra time and flexibility with deadlines, so that I have a realistic OPPORTUNITY to
678 legally participate, be HEARD by the court, and defend myself.)

679 Furthermore, if anyone should question the VALUE which I personally place upon the TRUTH
680 (also an OCPD symptom), please see my website which I've had many different versions of, over
681 the past twenty years, prior to ever meeting Ms. Fenton (#3): http://trueworld.org. The slogan of
682 which was once *"Searching for TRUTH in a World of LIES!"*

683 1. My highest personal value is **"AUTHENTICITY"**.
684 2. My second highest personal value is **"TRUTH"**.

685 There are very few if any exceptions, in my black & white world!

686 You can probably find 100 people who LIKE Ms. Fenton MORE than they LIKE me. (Not that
687 they DISLIKE me, but many are rather indifferent.)

688 But I doubt that you'll ever find someone (unrelated) who believes that Ms. Fenton is more
689 TRUTHFUL or HONEST than I am!

690 I'm that PAINFULLY HONEST guy! It's not WORTH my TROUBLE to LIE to PEOPLE! I don't
691 care that much about what OTHER PEOPLE THINK about me!

692 That's not to say that I NEVER LIE, or that I'm ALWAYS COMPLETELY HONEST, or I
693 wouldn't even be allowed inside restaurants anymore. But as a rule of thumb, I am painfully honest
694 by default, as I am also my own worst critic. If someone is saying something WORSE about me
695 than what I'm saying, then they are PROBABLY LYING!

696 If the court would like a CHARACTER WITNESS, from someone other than my Psychiatrist and
697 my Psychotherapist *(Exhibit #1)*, who are both highly respected, conscientious, and morally
698 unquestionably members of the Williamson County Mental Health community, then I offer you a
699 devout man of God, who deeply values TRUTH (and is extremely sensitive/perceptive to it), who
700 is well known (both locally and nationally), well reputed, down to earth, who speaks frankly and
701 freely without concerns for any "agenda", who has personally KNOWN ME like a "FATHER",
702 for the past TWO DECADES! I ask that you please take a few minutes, before proceeding further,
703 getting more misperceptions about my person, to reach-out and contact:

704 **Pastor Jerry Bryant**
705 2608 Mesa Drive
706 Nashville, TN 37217
707 (615) 491-5448

708 I came to know "Pastor Jerry" as the founding Pastor of the Vineyard Christian Fellowship in
709 Nashville, which I discovered and joined near their inception, and avidly participated in for many
710 years. Shortly after joining the church, I assumed responsibility for managing their media ministry,
711 which then made me an integral cog in the daily and weekly life of the church. Very little
712 happened, which I did not participate in, which made way for some very deep, transparent, and
713 authentic relationships. To date, still, some of the best relationships of my life!

714 Pastor Jerry has a very rich history of serving on local, national, and even global levels. He is
715 currently the Chairman of "Worship City Alliance" in Nashville, he is the Nashville Care-
716 Coordinator Pastor for "Artists In Christian Testimony, International", produces the weekly "Full

717 Circle Jesus Music" radio show, serves as a missionary to South America and Asia and travels as
718 a itinerate teacher and mentor with the Underground Shepherd Ministry.

719 Pastor Jerry preaches throughout the Greater Nashville Area, and is held in very high and
720 honorable esteem by hundreds if not thousands of people!

721 IF anyone is willing to do the smallest bit of research and DISCOVERY about ME, BEFORE
722 continuing to cast judgment, then please give him a call! I can likewise provide dozens of
723 references throughout Middle Tennessee, who may not be "up to speed" with everything currently
724 involving our divorce, but who KNOW concretely (without any doubts), WHO I AM! I'm an
725 "acquired taste" for sure! Either someone likes my STRAIGHT-FORWARDNESS, or they want
726 to get as far away from me as they can.

727 Pastor Jerry can help clear up any of these fraudulent allegations about WHO I REALLY AM,
728 what I am about, whether or not my disabilities are a "danger" to anyone other than myself, and
729 to what LEGAL lengths I will go to see that my NAME and my RIGHTS OF CITIZENSHIP
730 become fully RESTORED! Being a man who has known me intimately for over 20-years, and
731 who referred to me fondly as **"having the tenacity of a pit bull"**, along with constantly
732 encouraging my "gift" in writing, which are both CORE pillars of my IDENTITY. (Though my
733 writing has gotten away from me with the recent drama... it has been difficult, sometimes
734 impossible, to collect my thoughts and deliver on paper, what I can see inside my mind. I expect
735 and hope that will come back to me though, as my life stabilizes after this unprecedented loss.)

736

WHEREFORE, I respectfully request that:

1. The Appellee's "Motion to Dismiss" be denied.
2. That all fees associated with this totally unnecessary action be taxed to the Appellee. (A simple phone call or email from her attorney or the court, would have sufficed.)
3. That included Exhibit-1 regarding my mental health disabilities be accepted and recorded by the court, as adequate proof of my disabilities, in all actions currently in process within Williamson County as well the State of Tennessee Court of Appeals.
4. That the court extend to me additional consideration and procedural flexibility. Especially regarding legal technicalities and deadlines, not commonly known to the average person, who can't afford counsel and hasn't the time to perform exhaustive research, while simultaneously trying to survive having recently been legally forced into poverty and homelessness. Simultaneously struggling to survive the litigious abuse, while coping with several mental, educational, and financial disabilities.
5. That the court extend to me the protections promised to disabled persons, as outlined in the Administrative Policies and Procedures of the Tennessee Supreme Court, Administrative Office of the Courts, in Index #2.07, in compliance with T.C.A. §16-3-803, 42 U.S.C. 12131 et seq. (Americans with Disabilities Act).
6. That I be allowed to participate in all related actions, motions, depositions, hearings, trials, etc… remotely, from the State of Michigan, through another communication technology (Internet, telephone, etc…), which is affordably within my means.
7. That nothing be required of me, whether to support my defense or otherwise, which would place my current employment in jeopardy.

8. That my attached "transcripts" be accepted by the court, or that I be informed if modifications are required, why they have been rejected, while allowing me with ample time to realistically cure the mistake, to include the substantiating documentation.
9. That I be granted an extension to submit my "transcripts" and "sworn testimonies", of two additional weeks, from the date which I am notified, if this order is granted.
10. That the court demand and promise to HEAR my testimony, while not allowing my RIGHT to be HEARD, to be stifled, silenced, or dismissed, for any reasons. Provided that I remain in contact with the State of Tennessee Appellate Court, while remaining accessible and responsive to their direct communications with me.
11. **That all Exhibits and documents included herein, as listed below** (though sent under separate cover to expedite delivery, while adhering, the best that I reasonably can, to Williamson County's delivery and fax restrictions), as an out-of-state, disabled, financially destitute, litigant, **be accepted into the evidence of this case, on both the County and State levels.**
    a. Per my understanding of Williamson County Chancery's rules, only 50-pages can be faxed at once, which is less than a single transcript.
    b. Delivery is not allowed, directly to the Clerk and Master, at the courthouse, by any nationally recognized expedited mail or package delivery services, such as Fed-Ex or UPS.
    c. To the best of my understanding, as verbally instructed before by a deputy clerk, mail is only allowed via the USPS, addressed and delivered to an offsite PO Box (POB 1666, 37065-1666).

d. That the Clerk & Master typically only checks that PO Box once each morning, at an EARLIER time than I can physically have the delivery of my included "Exhibits" guaranteed by the USPS, on Tuesday 2/18/2020, which I believe is the deadline issued by the State Appellate Court, in the Administrative Order by James M. Hivner, on 2/3/2020. (Although I didn't receive that order in the mail, until nearly a week later.)

e. Due to the time constraints of USPS, and Monday 2/17 being a Federal Holiday (President's Day), the absolute soonest that I can have the transcripts and included Exhibits listed herein Guaranteed by the USPS to be delivered to the Chancery Court's PO box by, is 3PM on Tuesday 2/18/2020.

f. Since the delivery constraints required by the Chancery Court are much more restrictive than those provided by the State of Tennessee, and since I am out-of-state and have no other means of delivery reasonably within my means (having a freshly acquired, extremely demanding job, with terribly long hours - including the commute to and from Detroit).

g. While having taken a full day-off of work last Monday, to spend three-entire-days to providing this information to you all via email, only to have it rejected without notice. To now devoting another three-full-days to modifying, printing, and binding this information, to provide it to you as quickly as is physically possible, through overnight mail via the USPS, while simultaneously faxing you this portion to ensure that I meet Mr. Hivner's deadline with at least this pleading. Having no control over either the USPS or at what TIME the Clerk & Master's office chooses to check their PO Box each day.

465

h. I am requesting the following:

i. That the Clerk & Master's office please send one of their Deputy Clerks back over to your PO Box on Tuesday February 18th, between 3pm (the time which the USPS has guaranteed my delivery by) and 4:30 pm when the Clerk & Master's Office closes, so that my submissions can be file stamped as received within the deadline provided by Mr. Hivner. (The Clerk & Master's Office has done me this favor before, in a past filing.)

ii. That if there is any problem with the USPS meeting their delivery guarantee of 3pm on Tuesday 2/18/2020 (as indicated on my receipt, included with this fax), that Mr. Hivner and both the Williamson County Chancery Court and the State of Tennessee Court of Appeals please extend my filing deadline, as indicated on the Administrative Order of 2/3, until such time as the USPS is able to deliver my Exhibits to the Chancery Court, per their required mode of delivery. Having made my absolute best efforts to comply, and no control over the delivery or receipt myself.

iii. Having no fax machine, please email or snail mail me a copy of the top page of each document, including this one, after file stamping it received by the court. **My email address is jeff.fenton@live.com.**

12. That the court please provide me with **CASE MANAGEMENT**, combining every action of Williamson County Chancery Court Dockets **#47426 & 48419B**, as well as including/considering the terms and expectations of our "VERBAL SETTLEMENT AGREEMENT" *(Exhibit #18)*, which was the agreement by which we BOTH executed Voluntarily Non-Suits to our Divorce Complaints in **#47426**, *(Exhibits #13 & #15)*

466

agreeing NOT to waste any more of our equity or to increase or debts further, by hiring legal counsel again *(Exhibit #10)* to seek a "CONTESTED" divorce.

13. Please inform me as to what I am expected to provide to the court next, along with the timelines for me meeting those expectation and requirements, so that my testimony can finally be HEARD by the court.

<u>EXHIBITS INCLUDED</u>:

Exhibit **#1.)** Letters about my mental health diagnosis, explanations, and certifications proving my psychological disabilities & handicaps from Psychiatrist Dr. Richard E. Rochester, M.D. of Radnor Psychiatric Group, PLC, and Psychotherapist/Author Terry M. Huff, LCSW, both with their practices located locally, in Brentwood Tennessee.

Exhibit **#2.) 08/29/2019** Transcript of Hearing with Chancellor Michael W. Binkley, by Emily L. Sipe, RPR, LCR, of Harpeth Court Reporters.

Exhibit **#3.) 08/01/2019** Transcript of Hearing with Chancellor Michael W. Binkley, by Susan D. Murillo, LCR, CCR.

Exhibit #4.) <u>Documentation showing Ms. Fenton's firearms certifications, memberships, and licenses</u>. Her firearms resume as a "Self-Defense Handgun Instructor". Along with documentation of her advanced military training in the Nevada desert. Also shown are elements of Ms. Fenton's firearms arsenal, with **handguns, assault rifles**, and a **$3k optic** for long range target acquisition. Complimented by over **5,000 rounds of ammunition** at the date of her departure. **Ms. Fenton is**

anything BUT a "scared victim"! She ALWAYS has her Glock and pepper-spray on her person, or close nearby. (I don't know how ANYONE can VIEW this exhibit and still believe that her OP was obtained in "good faith", without EVER a single violent incident by me!)

Exhibit **#5.) 06/16/2019** Ms. Fenton answers a few questions about her bankruptcy, after I accidentally discovered it and emailed her, confronting the issue. (I still had no idea about her refiling for ANOTHER CONTESTED DIVORCE through Ms. Virginia Story in **#48419B.)**

Exhibit #6.) 06/14/2019 Ms. Fenton's accidental bankruptcy discovery (which she kept a secret). I am notified by Rothschild & Ausbrooks that they can't represent me because they are currently representing my "soon to be ex-wife".

3:19-bk-02693 Fawn [redacted] Fenton

Case type: bk Chapter: 13 Asset: Yes Vol: v Judge: Charles M Walker

Date filed: **04/26/2019** *(Two months earlier, without ever NOTIFYING me.)*

Exhibit **#7.) 05/16/2019** Ms. Fenton Agrees to Continue Paying Utilities in Exchange for Relieving her $500 Monthly Support Commitment for Food and consumables, from my newly acquired Tenant Rents. *(She still doesn't NOTIFY me about a single defaulted mortgage payment, or mention her Bankruptcy, which I later learn that she filed almost a MONTH earlier.)*

Exhibit **#8.) 03/30/2019** Settlement Proposal from Mr. Fenton to Ms. Fenton - **After Ms. Fenton Defaulted** upon our "Verbal Settlement Agreement" *(Exhibit #18)* No feedback was ever received regarding this 3/30 proposal, from Ms. Fenton.

Exhibit #9.) **01/11/2019** Settlement Proposal (after Ms. Fenton defaulted upon our "Verbal Settlement Agreement") from Mr. Fenton to Ms. Fenton, for her to keep the family residence with reduced alimony. Ms. Fenton gets excited, seriously considers offer, but then becomes HOPELESS again and rejects it.

Exhibit #10.) **01/08/2019** Ms. Fenton assures me via Text that she is not trying to cheat me, that she is and has always planned to pay me alimony, that there is no "legal battle" coming in the future between us, and that she does not want anything to do with lawyers moving forward, since we can't afford lawyers, stating that lawyers are **"a waste of time and money."**

Exhibit #11.) **12/31/2018** Ms. Fenton Requests to Participate in Counseling Sessions with Me and Terry, in hopes of maintaining a post-divorce friendship between us.

Exhibit #12.) 12/22/2018 Ms. Fenton's Calculations about Income Tax and Alimony Impact upon her Salary.

Exhibit #13.) 11/21/2018 Notice of Voluntary Non-Suit (#48426) Filed by Husband/Defendant.

Exhibit #14.) **11/11/2018** Email from me to Fawn, asking her Questions about a Contingency Plan regarding House Sale (no response received).

Exhibit #15.) 11/05/2018 Notice of Voluntary Non-Suit (#48426) Filed by Wife/Plaintiff.

Exhibit #16.) 10/30/2018 Husband Files Answer & Counter-Complaint for Divorce, drafting the documents and representing himself "Pro Se", due to not having enough money to hire counsel to defend myself.

Exhibit #17.) **10/29/2018** Emails between Ms. Fenton and her attorney Edward Porter, regarding our "Verbal Settlement Agreement" *(Exhibit #18)*, with instructions and forms for filing Voluntary Nonsuits as agreed, forwarded to me, by Ms. Fenton.

Exhibit #18.) 10/27/2018 **Email from Ms. Fenton to me, outlining her understanding and consent to our "Verbal Settlement Agreement"**.

Exhibit **#19.) 10/22/2018** Text Messages from Ms. Fenton stating that I'm "a good person" but that my mental illness is as if I have "developed cancer", while she has watched me "die over the years", claiming that "The illness has taken everything."

Exhibit **#20.) 10/14/2018** Fawn - Text Messages - Invitation and Directions to Her Apartment.

Exhibit #21.) 09/28/2018 Wife files Divorce Complaint, Williamson County Docket **#47426** on 08/30/2018, through her counsel, W. Edward Porter, IV.

Exhibit **#22.) 08/30/2018** Ms. Fenton's Budget Projections if I accept her offer to keep the Sunnyside home for myself to purchase, own, and live in. (Which she later revoked.)

Exhibit **#23.) 08/23/2018** Ms. Fenton refuses to offer me the SAME generosity which I have offered to her.

Exhibit #24.) 08/04/2018 Sandy Arrons, MBA (collaborative divorce professional I hired), informs Ms. Fenton that alimony is about 22.5% of her Gross Income. Also, Ms. Fenton discusses possibility of me keeping our home.

Exhibit #25.) 05/02/2018 Email from Ms. Fenton with her BUDGET projections for the next year, based upon her maintaining both of our households with her income alone. Since Ms. Fenton had voluntarily agreed to be our primary "breadwinner", both for the decade prior, extending forward into our retirement, in exchange for me filling other crucial and agreed upon roles in our life together.) Leveraging Ms. Fenton's career for INCOME and my TIME for meeting other agreed-upon needs for our family, seemed to both of us to be the smartest leveraging and utilization of what we both brought into our marriage. We had a $300k life insurance policy on Ms. Fenton ALONE, in case of traumatic injury or death, so that I'd never become "homeless" as a result of what I sacrificed for our marriage. The only problem was that we never built-in a provision for IF SHE CHOSE to unilaterally terminate and dissolve our union. I was convinced that our relationship was TRULY "until death do us part!" I was wrong! Ms. Fenton betrayed a lifetime of promises to me, upon which I had gambled everything!

Exhibit #26.) 04/22/2018 WCSO call by Ms. Fenton, to escort herself along with our pets off our property under false allegations of fearing for her safety. (Although she had both her Glock and her pepper spray on her person, and I was not and NEVER have physically threatened her.) This was the first of MANY legal games by Ms. Fenton (which I am aware of), strategically targeted at manipulating the legal system to TAKE EVERYTHING from me, AFTER she received legal counsel and understood "how to play the game", while I was financially denied counsel for the YEAR to follow.

This incident occurred AFTER Ms. Fenton was advised by her counsel, then Attorney W. Edward Porter, IV, that she NEEDS a history of "domestic disturbance" calls, PRIOR to being able to legally justify and obtain an OP.

Which Attorney Story proved false a YEAR LATER. With enough money and the right LEVERAGE, combining her RELATIONSHIPS, her REPUTATION, and her EXPERIENCE, with completely FALSE and FABRICATED allegations and "sworn" testimony, she had the POWER to have an OP issued, to bind and gag me.

With the "right" attorney, PROOF was NOT required, and the TRUTH was not only unnecessary, refused to be HEARD, but was legally manipulated to be stifled and hidden, still to THIS DATE!

The 4/28/2018 incident with the WCSO where Ms. Fenton began gaming the legal system, was ruled a "Domestic Verbal" by the officers at the scene, as I was informed that no laws were broken, that it is LEGAL to ARGUE with your spouse.

Ms. Fenton returned to the property alone the very NEXT DAY (the day after "needing" police protection, for "fear" of her safety), to merely the next day

Ms. Fenton has not resided at the property since, though the has been allowed and has accessed the property, unaccompanied, with me present, on countless occasions since. Each time I was polite, cordial, and I even physically assisting her in packing-up, preparing, and moving her personal property, on multiple occasions, over the course of a YEAR, without incident.

The escalating event on this day, was that Ms. Fenton finally admitted upon questioning, that she had chosen to renege upon her promise to me, to wait until AFTER we had sought some marriage counseling, BEFORE moving forward with FILING FOR A CONTESTED DIVORCE. This was the "loudest", most "emotionally overwhelming", and/or "instable" incident between us, or ever to follow. Yet a YEAR later, without incident, after I had accepted Ms. Fenton's betrayal and ALL the DRAMA was over, once Ms. Story began representing

Ms. Fenton, I received a falsified affidavit and complaint by Ms. Fenton, issuing a "guilty until proven innocent" exparte' Order of Protection against me, simply as legal leverage to dominate and control me as they began THEIR violent assault upon what remained of my life.

IF EVER Ms. Fenton had any legitimate fear or concern for her PERSONAL SAFETY, regarding any danger which I might be capable of (without ever threatening her), I believe that it was based upon Ms. Fenton insecurity about how I MIGHT REACT to HER harshly VIOLENT, strategic, manipulative, dishonest, and unfair ASSAULT which she and Ms. Story had falsely orchestrated and PLANNED against me, to VIOLENTLY ROB everything that I ever had in my life!

I compare Ms. Fenton's "fear" to that of a criminal, about to commit an ARMED ROBBERY, with their adrenaline pumping, AFRAID that they COULD get caught or even shot by either the police or the owner of the store. That does NOT qualify as something which I (as the store owner, or the police officer) should be penalized for.

If you find that difficult to believe, I'd like to draw your attention to Exhibit #27 (Ms. Fenton's divorce notification, via text messages on 3/13/2018).

Exhibit **#27.) 03/13/2018** Divorce Notification from Ms. Fenton via Text Messages:

- In the first text which she sends, at 5:51pm, Ms. Fenton asked me: **"Will you damage property? I sorry."**
  - WHY would I damage my OWN property? This was HER projection!
- At 6:11pm Ms. Fenton admitted that she tried to obtain an OP, but that she wasn't able to obtain one, stating: **"Not yet. No clear physical threats."**
  - That NEVER changed, yet she was able to obtain an OP a YEAR later, at a MUCH less emotionally charged time, when we were not communicating much at all.
- At 6:18pm, Ms. Fenton stated: **"Yes, I'm sorry, I did betray you."**

- At 6:27pm, Ms. Fenton stated: **"I know, may cost me everything. But I've decided it's worth it to get away from constantly having conflict at home..."**
  - WHY would it need to cost her "EVERYTHING", and why had she settled upon that determination, prepaying $5k for a "Contested Divorce" before she ever even mentioned to me that she really wanted a divorce, to see if I would cooperate and if we could MITIGASTE OUR LOSSES instead of destroying everything which we owned in a legal battle which was far beyond the financial limitations of our lifestyle!
- At 6:48pm, Ms. Fenton stated: **"...I knew how devastated you would be if we broke up, and I didn't want to do that to you. But..."**
- At 7:51pm, Ms. Fenton stated: **"Really? You'd cooperate?"**
  - Aghast that I would prefer to mitigate our damages and cooperate in a divorce, rather than wasting everything on a big ugly legal fight. (Because of her "projections" again, not because of how I ACTED!)
- 7:52pm, Ms. Fenton stated: **"I would want to stay your friend, there is so much I really do love about you, but..."**
  - I believe that this was "shut-down" because of the counsel of her attorney's, to help her game the system more effectively, to leave me with LESS. Ms. Fenton had the "bad habit" of accidentally being HONEST with me, contradicting her sworn LIES written in all of her divorce actions. So, she grew more distant and eventually quit communicating with me. I don't believe that she TRUSTED HERSELF not to compromise her case with the TRUTH, and that is the REAL reason why she refused to participate in MEDIATION! She never planned to participate in mediation the first time that she filed either. Though she didn't try to use the outrageous excuse, "for the safety of everyone involved!" Give me a break! I never threatened or assaulted anyone! I purchased her cute little gifts, with the little bit of money that I had. Whenever it suited HER, she came to our home ALONE, while I was nice, cooperative, and helped her, time and time again. Then out of the blue, upon hiring Ms. Story, I'm falsely labeled a MONSTER! I have a TON of

documentation which will disprove those assertations, IF ever the court will allow me to PRESENT THEM!

- I was the one who forced us into a collaborative process, and kept trying to encourage mediation or hiring an independent third party to facilitate an uncontested divorce, yet Ms. Fenton REFUSED, showing absolutely NO CARE about how much of our net worth was dissolved/wasted/discarded simply to bully me by legal process, while she had locked me out of all of our income and debt accounts, knowing that I had no financial means to hire ANY counsel, to have any opportunity to defend myself on even grounds! That was exactly what she WANTED!

- At 7:58pm, Ms. Fenton stated, **"I thought you would hate me for this, and you would make me as miserable as possible to get back at me."**
  - Once again, this was 100% PROJECTION on her part, based upon her erroneous beliefs as a consequence of her planned actions. Not at all based upon any ACTION or WORD spoken by ME!
- At 8:00pm, Ms. Fenton honestly admitted (for once): **"You forced me to choose. So yes, my family won."**
  - Ms. Fenton's brother and mother had waged war on me over the past year, not ever believing that I was GOOD ENOUGH for Ms. Fenton, and believing that I was little more than a financial LEACH at this point, which apparently Ms. Fenton began to entertain and talk behind my back with them, the last few years of our marriage.
  - When I met Ms. Fenton, she kept her family at a TREMENDOUS distance from her (both physically and emotionally), because her mom was incredibly controlling, critical all her life, and impossible to please. Now she had chosen to betray me to align with her family again, something which she would have NEVER done before.
- At 8:04pm, Ms. Fenton responded, **"That was 13 years ago. A lot has changed."**
- At 9:19pm Ms. Fenton stated, **"Ok. Thank you. I was truly afraid you would be blinded by rage and hurt, (understandably so)."**

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- Again, this is 100% PROJECTION by Ms. Fenton. I believe that this is the MOST TELLING statement ever made regarding her "fear" of me.
- Ms. Fenton states that she was afraid and believed that I would be BLINDED by rage and hurt… because of HER planned actions.
- Ms. Fenton RATIONALIZED that if I were BLINDED by RAGE and HURT, posing a PHYSICAL THREAT TO HER SAFETY, that was **"understandably so)."**
- While I still had no idea about the VIOLENT LITIGIOUS ASSAULT which Ms. Fenton had planned to bombard my life with, she had already RATIONALIZED that the only "UNDERSTANDABLE" response by me would be one of returning her VIOLENCE in an unpredictably VIOLENT way.
- IF EVER Ms. Fenton had ANY real "fear" for her "safety", despite her arsenal, excessive firearms and self-defense training (as I've lightly documented in Exhibit #4), it was BASED ENTIRELY UPON HER OWN knowledge about HER violent plans, combined with HER beliefs and projections about how someone might UNDERSTANDABLY react to those!
- None of Ms. Fenton's FEARS had any basis in what my REAL ACTIONS/REACTION/WORDS were, previously, then, or in the future. It was ENTIRELY PROJECTION on Ms. Fenton's part! Which I should have NEVER been legally penalized for!

- At 8:42pm, Ms. Fenton stated: "I was SO convinced you were going to try to destroy me, I was too afraid to ask you for an agreement."
  - PROOOOJECTION! Nothing I say even remotely responds as Ms. Fenton falsely projected that I would!
  - Similarly, I AGREED to an AGREEMENT long before Ms. Story entered the picture, with her high dollar legal fees. Yet Ms. Fenton still chose to DEFAULT upon our "Verbal Settlement Agreement" *(Exhibit #18)*, yet Ms. Fenton still chose the path to VIOLENTLY FIGHT IN COURT, at ANY COST, over simply keeping her word and providing me with ANYTHING which slightly resembled FAIRNESS on any level!

1059 Ms Fenton NEVER wanted a FAIR divorce! She wanted EVERYTHING, and regretfully, that is
1060 exactly what Williamson County Chancery awarded her! While taxing me with her exorbitant
1061 legal fees... ABSOLUTELY UNFATHOMABLE! On the highest level! Yet without a second
1062 thought... Where is lady JUSTICE today?

Respectfully submitted,

Jeffrey Ryan Fenton (Pro Se)
17195 Silver Parkway, #150
Fenton, MI, 48430
jeff.fenton@live.com
(615) 837-1300

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CERTIFICATE OF SERVICE

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

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

Clerk & Master
P.O. Box 1666
Franklin, TN 37065-1666
Fax: (615) 790-5626

Court of Appeals
100 Supreme Court Building
401 Seventh Avenue North
Nashville, TN 37219-1407
Fax: (615) 532-8757

This the 18th day of February 2020.

Jeffrey Ryan Fenton (Pro Se)

02/18/2020 13:40 8107501 THE UPS STORE , N PAGE 54/54

LINDEN
215 S MAIN ST
LINDEN, MI 48451-9998
255460-0451
(800)275-8777
02/15/2020 12:12 PM

Product	Qty	Unit Price	Price
PM Exp 2-Day	1	$39.55	$39.55
(Domestic)			
(FRANKLIN, TN 37065)			
(Weight:2 Lb 12.10 Oz)			
(Signature Waiver)			
(Scheduled Delivery Day)			
(Tuesday 02/18/2020 03:00 PM)			
~~(Money Back Guarantee)~~			
(USPS Tracking #)			
(EJ267268960US)			
PM Exp Insurance			$0.00
(Up to $100.00 included)			
Total:			$39.55

Credit Card Remitd $39.55
(Card Name:VISA)
(Account #:XXXXXXXXXXXX9769)
(Approval #:115111)
(Transaction #:930)
(AID:A0000000031010 Chip)
(AL:VISA CREDIT)
(PIN:Not Required)

Includes up to $100 insurance

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https://www.ups.com/help/claims.htm

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or scan this code with
your mobile device:

or,

or call 1-800-410-7420.

YOUR OPINION COUNTS

Receipt #: 840-54930036-3-3375772-2
Clerk: 03

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EXHIBIT #1

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

2020 FEB 19 PM 1:10
FILED FOR ENTRY: _____

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

Terry M. Huff, LCSW

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Case 1:23-cv-01097-PLM-RSK ECF No. 1-24, PageID.1141 Filed 10/13/23 Page 38 of 100

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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: 10/08/19/69

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.

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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)

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What are the symptoms of OCPD?

The symptoms of OCPD include:

- perfectionism to the point that it impairs the ability to finish tasks
- stiff, formal, or rigid mannerisms
- being extremely frugal with money
- an overwhelming need to be punctual
- extreme attention to detail
- excessive devotion to work at the expense of family or social relationships
- hoarding worn or useless items
- an inability to share or delegate work because of a fear it won't be done right
- a fixation with lists
- a rigid adherence to rules and regulations
- an overwhelming need for order
- a sense of righteousness about the way things should be done
- a rigid adherence to moral and ethical codes

OCPD is diagnosed when symptoms impair your ability to function and interact with others.

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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: 10/08/1969

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

487

Terry M. Huff, LCSW
5115 Maryland Way
Brentwood, TN 37027
ph: 615-627-4191

July 29, 2019

To Whom It May Concern:

I have been seeing Mr. Jeff Fenton in individual psychotherapy from May 3, 2018 to present. He has also been a participant in my support group for adults with ADHD (attention deficit hyperactivity disorder). During this period I have never had any suspicion, or reason for concern, that Mr. Fenton is at risk for harming himself or others.

Respectfully,

Terry M. Huff, LCSW

Terry M. Huff, LCSW

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Radnor Psychiatric Group, PLC
5123 VIRGINIA WAY
SUITE C-11
BRENTWOOD, TENNESSEE 37027

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

August 15, 2018

RE: Jeffrey Fenton, DOB: 10/08/1969

To Whom It May Concern:

Mr. Jeffrey Fenton has been a patient under my care since 2012. He is currently being treated for a Generalized Anxiety Disorder, for which he receives antianxiety medication and psychotherapy. Due to his illness, and despite compliance with all of our treatment recommendations, he continues to have difficulty with anxiety on a daily basis and, especially, during travel.

I have recommended and encouraged him to have an emotional support animal to help with his anxiety symptoms. It is my medical opinion that this is necessary for treating his condition, and it meets the definition of a disability under the Americans with Disabilities Act, the Fair Housing Act and the Rehabilitation Act of 1973.

If you have any questions regarding my recommendations, please feel free to contact me with Mr. Fenton's permission.

Sincerely,

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

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Home » Disorders » Personality » **Obsessive Compulsive Personality Disorder**

Obsessive Compulsive Personality Disorder

By **Steve Bressert, Ph.D.**
Last updated: 23 Apr 2019
~ 4 MIN READ

Obsessive-compulsive personality disorder is characterized by a preoccupation with orderliness, perfectionism, and mental and interpersonal control, at the expense of flexibility, openness, and efficiency.

When rules and established procedures do not dictate the correct answer, decision making may become a time-consuming, often painful process. Individuals with obsessive-compulsive personality disorder may have such difficulty deciding which tasks take priority or what is the best way of doing some particular task that they may never get started on anything.

They are prone to become upset or angry in situations in which they are not able to maintain control of their physical or interpersonal environment, although the anger is typically not expressed directly. For example, a person may be angry when service in a restaurant is poor, but instead of complaining to the management, the individual ruminates about how much to leave as a tip. On other occasions, anger may be expressed with righteous indignation over a seemingly minor matter.

People with this disorder may be especially attentive to their relative status in dominance-submission relationships and may display excessive deference to an authority they respect and excessive resistance to authority that they do not respect.

Individuals with this disorder usually express affection in a highly-controlled or stilted fashion and may be very uncomfortable in the presence of others who are emotionally expressive. Their everyday relationships have a formal and serious quality, and they may be stiff in situations in which others would

smile and be happy (e.g., greeting a lover at the airport). They carefully hold themselves back until they are sure that whatever they say will be perfect. They may be preoccupied with logic and intellect.

A personality disorder is an enduring pattern of inner experience and behavior that deviates from the norm of the individual's culture. The pattern is seen in two or more of the following areas: cognition; affect; interpersonal functioning; or impulse control. The enduring pattern is inflexible and pervasive across a broad range of personal and social situations. It typically leads to significant distress or impairment in social, work, or other areas of functioning. The pattern is stable and of long duration, and its onset can be traced back to early adulthood or adolescence.

Symptoms of Obsessive-Compulsive Personality Disorder

A pervasive pattern of preoccupation with orderliness, perfectionism, and mental and interpersonal control, at the expense of flexibility, openness, and efficiency, beginning by early adulthood and present in a variety of contexts, as indicated by four (or more) of the following:

- Is preoccupied with details, rules, lists, order, organization, or schedules to the extent that the major point of the activity is lost
- Shows perfectionism that interferes with task completion (e.g., is unable to complete a project because his or her own overly strict standards are not met)
- Is excessively devoted to work and productivity to the exclusion of leisure activities and friendships (not accounted for by obvious economic necessity)
- Is overconscientious, scrupulous, and inflexible about matters of morality, ethics, or values (not accounted for by cultural or religious identification)
- Is unable to discard worn-out or worthless objects even when they have no sentimental value
- Is reluctant to delegate tasks or to work with others unless they submit to exactly his or her way of doing things
- Adopts a miserly spending style toward both self and others; money is viewed as something to be hoarded for future catastrophes

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- Shows significant rigidity and stubbornness

Because personality disorders describe long-standing and enduring patterns of behavior, they are most often diagnosed in adulthood. It is uncommon for them to be diagnosed in childhood or adolescence, because a child or teen is under constant development, personality changes, and maturation. However, if it is diagnosed in a child or teen, the features must have been present for at least 1 year.

Obsessive-compulsive personality disorder is approximately twice as prevalent in males than females, and occurs in between 2.1 and 7.9 percent of the general population.

Like most personality disorders, obsessive-compulsive personality disorder typically will decrease in intensity with age, with many people experiencing few of the most extreme symptoms by the time they are in their 40s or 50s.

How is Obsessive-Compulsive Personality Disorder Diagnosed?

Personality disorders such as obsessive-compulsive personality disorder are typically diagnosed by a trained mental health professional, such as a psychologist or psychiatrist. Family physicians and general practitioners are generally not trained or well-equipped to make this type of psychological diagnosis. So while you can initially consult a family physician about this problem, they should refer you to a mental health professional for diagnosis and treatment. There are no laboratory, blood, or genetic tests that are used to diagnose obsessive-compulsive personality disorder.

Many people with obsessive-compulsive personality disorder don't seek out treatment. People with personality disorders, in general, do not often seek out treatment until the disorder starts to significantly interfere or otherwise impact a person's life. This most often happens when a person's coping resources are stretched too thin to deal with stress or other life events.

A diagnosis for obsessive-compulsive personality disorder is made by a mental health professional comparing your symptoms and life history with those listed here. They will make a determination whether your symptoms meet the criteria necessary for a personality disorder diagnosis.

Causes of Obsessive-Compulsive Personality

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Disorder

Researchers today don't know what causes obsessive-compulsive personality disorder, however, there are many theories about the possible causes. Most professionals subscribe to a biopsychosocial model of causation — that is, the causes are likely due to biological and genetic factors, social factors (such as how a person interacts in their early development with their family and friends and other children), and psychological factors (the individual's personality and temperament, shaped by their environment and learned coping skills to deal with stress). This suggests that no single factor is responsible — rather, it is the complex and likely intertwined nature of all three factors that are important. If a person has this personality disorder, research suggests that there is a slightly increased risk for this disorder to be "passed down" to their children.

Treatment of Obsessive-Compulsive Personality Disorder

Treatment of obsessive-compulsive personality disorder typically involves long-term psychotherapy with a therapist that has experience in treating this kind of personality disorder. Medications may also be prescribed to help with specific troubling and debilitating symptoms. For more information about treatment, please see **obsessive-compulsive personality disorder treatment.**

▶ **References** - Click to open

APA Reference
Bressert, S. (2019). Obsessive Compulsive Personality Disorder. *Psych Central.* Retrieved on August 28, 2019, from https://psychcentral.com/disorders/obsessive-compulsive-personality-disorder/

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EXHIBIT #2

2020 FEB 19 PM 1:10

FILED FOR ENTRY

FAWN [redacted] FENTON

vs

JEFFREY RYAN FENTON

Hearing

August 29, 2019

HARPETH
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IN THE CHANCERY COURT FOR
WILLIAMSON COUNTY, TENNESSEE

FAWN [redacted] FENTON,	)
Plaintiff,	)
vs.	) No. 48419B
JEFFREY RYAN FENTON,	)
Defendant.	)

HEARING

Before Judge Michael W. Binkley

August 29, 2019

11:20 a.m.

Reported by:
Harpeth Court Reporters
Franklin, Tennessee
Emily L. Sipe, RPR, LCR

1 APPEARANCES:

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5

6 For the Defendant:
Pro se
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1 P R O C E E D I N G S
2 THE COURT: I want that to be in the
3 Order because it's best that we put everything in the
4 Order. This gentleman, he's going to share and pay
5 one half of the per diem plus any expenses that he may
6 incur as a result of asking for all or a portion of
7 the transcript that will be ordered by him. Okay?
8 All right. Ms. Story?
9 MS. STORY: Your Honor, the motion that
10 we are here on today is a motion for violation of the
11 order of the court that was August 14th of '19. And
12 after the order was entered, there was a pretty scary
13 communication from Mr. Fenton. I am not here today to
14 argue about that motion necessarily. The more
15 pressing matter -- and that was his response, that is
16 the lengthy response we received this morning. It
17 deals more with the issues of why he made those
18 statements and those type of things.
19 But the more pressing issue, Your Honor,
20 was the deadlines for getting this house sold. So
21 having leased the property, 1986 Sunnyside Drive in
22 Brentwood, you ordered that it be sold by auction.
23 You ordered the attorneys to select an auctioneer,
24 which we did, and we got a referral from the chancery
25 court clerk's office. And it ended up it was Pat

1 Marlin, who was actually a Realtor, but he does
2 auctions and he used the services of Clyde Anderson.
3 You know Clyde. He had done auctions for many years
4 around here. And his son, Tommy Anderson, is now in
5 the business. So Mr. Anderson went out to the
6 property with Ms. Fenton, Mr. Fenton. We had some
7 difficulty with the scheduling date, but we were able
8 to get into the house. And Mr. Anderson, Mr. Duke,
9 who was Mr. Fenton's previous lawyer, and Ms. Yarbro
10 from my office went to the property. Ms. Fenton
11 tagged the items like your Order told her to, and it
12 was our understanding that Mr. Fenton would be out of
13 the house by September 1. He said he was going to
14 Michigan and that's where his, I think, his mother
15 lives. I think his father has a lake home in
16 Tennessee. That's where we thought maybe it would be
17 more logical for him to go, but that is up to him
18 where he wants to go.
19 What is obvious, Your Honor, is you're
20 going to have to set a date for him to be out. The
21 order said it would be auctioned 45 days from
22 August 1st, and so that would be -- this is in your
23 order of August the 16th. It would be 45 days from
24 the date of August 1st, the marital residence would be
25 sold by auction. And I have the auction contract here

1 for Mr. Fenton to sign, and I'm asking him to do that
2 today. If for any reason he refuses to sign, I'm
3 asking the court to put in the order that Ms. Fenton
4 have the authority to execute any and all documents
5 necessary for Mr. Anderson to get his property sold.
6 The other thing I think is important,
7 Your Honor is --
8 THE COURT: What do you suggest as a
9 deadline again?
10 MS. STORY: It was in the Order already.
11 It was September 15th. He said that he was moving
12 September 1st. That is Sunday.
13 MR. FENTON: That was my tenants move out
14 by then, and then I had 45 days was for me.
15 MS. STORY: That is not true. He said
16 that he had 45 days after September 1st to move, but
17 that wouldn't even make sense.
18 THE COURT: Okay. Well, what does the
19 Court Order say? Because I'm going to stick with
20 that.
21 MS. STORY: The Court Order says, "The
22 motion to sell marital residence by auction is granted
23 and the same shall be auctioned within 45 days from
24 the date of August 1st."
25 THE COURT: Okay.

1 MS. STORY: So he's got to be out for
2 them to get this place ready to go.
3 THE COURT: All right. What date do you
4 suggest?
5 MS. STORY: I have seen correspondence
6 where he said September 1st. Now he's saying he
7 can't. So I would suggest September 3rd, which is
8 next Tuesday. And I would like the Order to reflect
9 that the Williamson County sheriff's department will
10 accompany him. And at this point --
11 THE COURT: You mean off the property?
12 MS. STORY: Off the property. And I
13 don't think he needs to take any property.
14 What he did, Your Honor, in this response
15 he filed, they had a TV that -- a Sony TV, a big
16 screen, that my client's brother had given her. He
17 now tells me in this response that he sold it for
18 $1,000. And then the other thing, there was a
19 dehumidifier in the basement that was like a $2,500 to
20 3,500 dehumidifier for moisture. He sold that. So if
21 you let him take anything out at this point it's going
22 to be sold and he's dissipating marital assets, which
23 would be in violation of the restraining order.
24 And at this point Mr. Anderson, he can
25 tag everything, they can video everything. We will

1 not disturb anything. If we have to use proceeds to
2 get a storage unit, we will do that for Mr. Fenton's
3 belongings. Mr. Fenton, in his response says he has a
4 fear of heights. And so driving to Michigan, he has
5 to drive over the Cincinnati bridge.
6 MR. FENTON: Yeah. That's really hard
7 for me.
8 MS. STORY: And so he says he can't drive
9 a U-Haul over it. So if we can just let him take his
10 clothing, his jewelry, his personal effects, whatever
11 he needs that he can pack in his car, and not have to
12 drive a U-Haul of furniture at this point, that might
13 be the best thing to do.
14 MR. FENTON: Where is my furniture going
15 then?
16 THE COURT: Wait a minute. We're doing
17 this one at a time.
18 MR. FENTON: I'm sorry.
19 THE COURT: Go ahead.
20 MS. STORY: If he will tag the items that
21 he wants, like my client tagged the items per your
22 order, if he'll just put a tag on items he wants,
23 we'll make sure that those get stored, and then we can
24 use the proceeds from the sale. We're going to
25 deposit those into the clerk's office. And we can use

1 those to pay the next storage unit and then when he
2 gets ready to come here and get his things, or maybe
3 he wants to use some of his proceeds to have them
4 shipped to him since he, you know, does have a fear of
5 driving the U-Haul.
6 So I'm trying my best to be as
7 accommodating to him and considering his condition
8 that, you know, this is going to be a simple process
9 for him. He can take his clothes, his personal
10 property, be out September 3rd. We will tag
11 everything, take care of it. Mr. Anderson is not
12 going to destroy property. That's all I'm asking for.
13 And if he would sign the listing agreement today and
14 we put in the order that it be -- that she have the
15 authority to sign any other necessary documents in
16 case he does go to Michigan. It would be a little
17 bit, logistically, difficult to do that.
18 THE COURT: What do you want me to do
19 with this violation of the Order?
20 MS. STORY: Just continue it. We can
21 just reset that portion of the motion. He just filed
22 a response today. I'm fine to -- the ex parte remains
23 in effect anyway under the Order of the Court, and I
24 have not seen any further violations of that Order.
25 The selling of the marital property is a concern to me

but I can deal with that at final hearing. One of the things, too, is you might want to waive mediation in this case. I have requested in my motion that mediation be waived. There is an Order of Protection where they are not to be around each other. It would be difficult for a mediator to accommodate that. And I think that it really is just settling personal property. They don't have any -- and then whatever comes from the proceeds. They have no children.

THE COURT: That's granted.

Okay, sir, let me talk to you about one thing. We're narrowing the issues before the Court today.

MR. FENTON: Okay.

THE COURT: We're not going to be talking about the violation of the Order of Protection. That's going to be reset. So all of these documents you have don't apply to today.

MR. FENTON: Well, the back portion of them does talk about the marital residence but there is a lot of it about what you're saying, yes.

THE COURT: Now, let me just tell you this -- and I just want to be clear about this. I don't want to get into an emotional discussion about what I will do and what I won't do. Let me just tell

1 you how it, works. Once I put a Court order down, I
2 really expect people to obey it.
3 MR. FENTON: Yes.
4 THE COURT: And so the only way a judge
5 can enforce a Court order if someone refuses to do it,
6 and we're seeing it more and more, people are doing
7 what they want to do and not really paying attention
8 to a Court order. And I'm taking the time to tell you
9 this because I don't want you and me to have problems
10 with this.
11 MR. FENTON: No.
12 THE COURT: And let me tell you, my
13 personal feeling is, as a judge, a judge who does not
14 back up his or her Court order is worthless.
15 Now, if you have a reasonable excuse for
16 disobeying an order, I will certainly hear it. And
17 the last thing I want to do is put someone in jail for
18 violating an order.
19 MR. FENTON: Yes. And that's the last
20 thing I want, too.
21 THE COURT: Sure. Right. And so you and
22 I have an understanding. And so you don't know me but
23 I do mean what I say.
24 MR. FENTON: I believe that.
25 THE COURT: Okay. Good. And so we can

1 dispense with the rest of that.
2 MR. FENTON: And just as a question, were
3 we saying that I disobeyed the Court order? Because I
4 had --
5 THE COURT: No, no, we don't have
6 anything like that really in front of us but --
7 MR. FENTON: Okay.
8 THE COURT: But let me tell you what I'm
9 going to do here because we have to get moving.
10 MR. FENTON: Right. Can I still tell a
11 little bit of my side before you rule on all of that?
12 THE COURT: Briefly.
13 MR. FENTON: Okay. So basically on my
14 side, the narrative that has been brought to the Court
15 so far is completely fraudulent about my person, about
16 who I am, about me being violent. All of this stuff.
17 The documentation that I provided you with shows that
18 my wife is a highly skilled handgun instructor who
19 owns assault weapons, has 5,000 rounds of ammunition
20 under her bed. I mean, she is trained by the NRA,
21 certified by the State of Tennessee to do rape
22 prevention, pepper spray, everything. So the whole
23 guise of feeling physically endangered was not -- she
24 tried to do that with her first attorney --
25 THE COURT: We're not dealing with that

1 today.
2 MR. FENTON: I know. But that's
3 basically the tone under which everything else is laid
4 and that's --
5 THE COURT: I practiced law for 35 years.
6 Long, hard years in the trenches.
7 MR. FENTON: Right.
8 THE COURT: I am trained to separate
9 things in my mind that are important --
10 MR. FENTON: Okay.
11 THE COURT: -- and things that are
12 unimportant. And I'm not trying to be rude to you,
13 but you've got to trust me here. If you were a
14 lawyer, I would be telling you the same thing. I
15 would be saying, "Lawyer, that's not relevant to me
16 right now."
17 MR. FENTON: Right.
18 THE COURT: I don't really care about all
19 that. That's for another day. But let me just tell
20 you this.
21 MR. FENTON: Okay.
22 THE COURT: These are real easy issues.
23 I have got to put an order down for you to be out of
24 that house.
25 MR. FENTON: I understand that.

THE COURT: On September 3rd.

MR. FENTON: Can I speak a little more first?

THE COURT: No.

MR. FENTON: I can't be out that quick, Your Honor. Everything that I own is left in personal property. To say that I just take my clothes and lose everything I've owned all my life is not fair. That is not at all fair. And I don't mean to be hard. I'm willing to do things as quick as possible, but I cannot possibly move out without a two-week's time to do it. And I need to have some time where I know that there is not going to be anymore litigation for a while because I can't -- with the ADHD -- and one of the things I provided you is something from my psychiatrist on the different disorders I have, but I cannot physically do -- be a lawyer, play a lawyer, and packing at the same time. For example, that's --

THE COURT: Sir, I respect that. But we all have burdens.

MR. FENTON: Well --

THE COURT: Let me talk. We all have burdens. Everybody in this room has things going on in their lives to one extent or another, just like you do.

1 MR. FENTON: Right.
2 THE COURT: I can't make excuses for
3 that. Listen to what I'm saying. I don't want you
4 and I to get crossways with each other. We have to
5 get a date set. I'm not going to make it two weeks.
6 MR. FENTON: Well, originally we had said
7 the 45th, and that's when I understood that date that
8 I had to be out. And I never communicated with her
9 anything other than that. You had said 30 days for my
10 roommates and that's what I always thought it was.
11 And originally my understanding was I was staying
12 there while I was selling the property so I could stay
13 there till closing. Now, I understand that's not my
14 preference and I understand it's not their preference.
15 I'm willing to do that different, but I need to
16 have -- I have 3,000 square feet of stuff.
17 THE COURT: What about another day in
18 September? The first week in September?
19 MS. STORY: And, again, we're not going
20 to dispose of any of his personal items.
21 THE COURT: They're not taking anything
22 out of there. Do you understand that, sir?
23 MR. FENTON: My understanding is --
24 THE COURT: Whoa, whoa.
25 MR. FENTON: No, I don't understand.

1 THE COURT: Your personal property. Your
2 clothes. Personal property being like your watch.
3 MR. FENTON: Furniture. That's all.
4 THE COURT: No.
5 MR. FENTON: We already agreed when me
6 and my wife split it up that the house was mine. What
7 she came and tagged is hers.
8 THE COURT: This isn't working. What you
9 want to do is be a lawyer.
10 MR. FENTON: No, I don't. I can't afford
11 a lawyer.
12 THE COURT: I'm talking right now. This
13 is not a barroom. I have to maintain order.
14 MR. FENTON: Uh-huh.
15 THE COURT: I don't want you to get your
16 feelings hurt, but if you get your feelings hurt,
17 that's your business. I have got to maintain the
18 integrity of this hearing. You need to quit
19 interrupting me. And I'm going to make a ruling and
20 you're going to have to stick with it.
21 MR. FENTON: Yeah.
22 THE COURT: All right? You are going to
23 have to.
24 We are not touching any of the furniture
25 and furnishings. You are to tag the items that you

1 would like to have. Go buy some little tags, you
2 know.
3 MR. FENTON: But I wanted to take them
4 with me so I'm only going over the bridge one time.
5 That's what I was saying.
6 THE COURT: Well, I know that you would
7 like to do that but we're not doing that. Okay?
8 That's not the fair way to do it. And I'm not going
9 to sit here and explain to you why it's not because
10 it's part of the law that you assume when you stand up
11 and start representing yourself. Assume that you
12 know.
13 MR. FENTON: Okay. Then I would
14 rather --
15 THE COURT: I can't talk while you're
16 talking.
17 MR. FENTON: Okay. I'm sorry. I would
18 rather stay in the house during the auction with that
19 being the case. But the only reason I was going to
20 leave ahead of time --
21 THE COURT: You're not going to stay in
22 the house.
23 MR. FENTON: I'm not going to stay in the
24 house?
25 THE COURT: No, sir. You're going to

1 leave by September 3rd noon, and you've got to be out
2 of there or the sheriff will escort you off the
3 property.
4 MR. FENTON: So have I done wrong to
5 receive that kind of treatment, Your Honor? I mean,
6 my wife had two months to move out.
7 THE COURT: Sir, we have already talked
8 about all that. We had a previous hearing. We have a
9 previous Court Order. You're representing yourself.
10 You're assuming to know everything we've already
11 talked about. I'm not going to go over it with you
12 and spend four hours --
13 MR. FENTON: I understand.
14 THE COURT: Excuse me. Trying to be nice
15 to you when you are presumed to know and understand
16 what we have already done. I'm trying my best to be
17 patient with you and you're trying my patience. I'm
18 just letting you know.
19 MR. FENTON: I'm not trying to -- my last
20 counsel had told me --
21 THE COURT: Sir, I'm not interested in
22 what your counsel told you. I'm sorry. It's not
23 important to me at this point.
24 Now, let's go back to what I was saying.
25 I want you out of the house by 12 noon September 3rd.

If you're not out, the sheriff will escort you off the property. Do you understand that?

MR. FENTON: Yeah.

THE COURT: Number two, you are not to take with you any furniture, any furnishings, anything like that. All of that is going to remain in the home for now. You are to tag the items that you would like to have. That doesn't mean you're going to get them, but that you -- may I finish, please?

MR. FENTON: Uh-huh.

THE COURT: Is that a yes?

MR. FENTON: Yes, sir.

THE COURT: You are to tag the items that you would like to have.

MR. FENTON: Uh-huh.

THE COURT: In addition, you're to sign this contract today.

MR. FENTON: On the last Court Order you said that I could take my stuff with me after the ten-day walkthrough. That's what your last Court Order said, and I would like to be able to do that.

THE COURT: The day that you leave or that you have -- you have between now and September 3rd to get your personal items and you out of there.

1 MR. FENTON: Yeah.
2 THE COURT: Do you understand that? Your
3 personal items, sir. You're not stupid. Listen,
4 please. Your personal items are your clothes, your
5 personal jewelry, and that's it.
6 MR. FENTON: My bed or my furniture?
7 THE COURT: No, sir. I'm going to say it
8 for the third time. No furniture, no furnishings, no
9 nothing.
10 MR. FENTON: That's not what you said in
11 the last order.
12 THE COURT: Sir, you're not paying
13 attention. You're not listening to what has happened.
14 You're not paying attention to anything. And I'm not
15 going to spend three or four hours here at the -- just
16 trying to be nice to you and go through everything
17 again. I'm just not going to do that. You're
18 expected to know all of this.
19 Now, you're choosing to represent
20 yourself. There's not a thing that I can do about
21 that.
22 MR. FENTON: I --
23 THE COURT: Excuse me. I'm talking.
24 When you choose to represent yourself,
25 you take it upon yourself to know all of the rules,

1 the law, everything.
2 Now, that doesn't sound fair but that's
3 part of why we have to do it. We can't sit here and
4 be your lawyer for you and start explaining things to
5 you.
6 MR. FENTON: Okay.
7 THE COURT: I will try to be as
8 accommodating and as nice to you as I possibly can. I
9 don't think you're accepting that very well.
10 MR. FENTON: I'm not trying to be
11 stubborn.
12 THE COURT: You're trying to fuss with me
13 and argue with me and that's not what we're going to
14 do today.
15 MR. FENTON: I'm not trying to fuss and
16 argue with you. It's not what I understood your last
17 order to be.
18 THE COURT: I'm going to go over it one
19 more time.
20 MR. FENTON: I heard you.
21 THE COURT: No. I don't want there to be
22 any misunderstanding because you have interrupted me
23 several times.
24 MR. FENTON: Can I say one thing?
25 THE COURT: No. Listen. Don't try my

1 patience.
2 MR. FENTON: I'm not trying to.
3 THE COURT: Yeah, you are.
4 MR. FENTON: No, I'm not.
5 THE COURT: Well, quit being rude. This
6 is what we're doing. You're going to sign this
7 contract now. Give it to him, Ms. Story.
8 You are to be out of the house. Do not
9 take any furniture, furnishings, or anything. But
10 you're to be out September 3rd at noon. The only
11 thing you can take with you -- I'm saying this for the
12 fourth time because I don't want there to be a
13 misunderstanding. This is going to be a court order.
14 Now, items that you would like to have, that doesn't
15 mean you're going to get them, tag them. Put a tag on
16 them. Go to the 5 and 10 store, get some red tags,
17 whatever, and say I want this. Post it. Or just put
18 "H" on it, or something like that. Just commonsense.
19 Wait a minute. I'm not through.
20 There will be a deputy there to make sure
21 that you followed the Court Order and do what you're
22 supposed to do. That means -- let me finish. You
23 keep wanting to interrupt. You're not listening to
24 what I'm saying. You're thinking about what you're
25 going to tell me. And then I don't want you coming in

1 and say, Judge, I didn't really understand that.
2 Because I've been down this road with
3 folks who represent themselves. They don't get it.
4 They don't understand, and then they whine and
5 bellyache and come back and say that just wasn't fair.
6 Fair is something you do in the fall. This is a
7 courtroom. You are expected to know the rules. I am
8 trying to be as cordial and as nice to you as I can
9 but you're not letting me. All right.
10 You signed the agreement, you understand
11 that you're to be out September 3rd at 12 noon, no
12 later. Not one minute later. You're to tag the items
13 that you would like to have before you leave. Do you
14 understand that?
15 MR. FENTON: Yes, sir.
16 THE COURT: Do not, in the meantime, move
17 anything else out of that house. Do not sell
18 anything. Do you understand me?
19 MR. FENTON: Uh-huh.
20 THE COURT: Is that a yes?
21 MR. FENTON: Yes. Yes, Your Honor.
22 THE COURT: Well, "uh-huh" doesn't --
23 MR. FENTON: I'm sorry. Yes, Your Honor.
24 THE COURT: We're not in the bar. We're
25 in the courtroom.

1 MR. FENTON: Okay.
2 THE COURT: All right. What else,
3 Ms. Story?
4 MS. STORY: That'll do it. We can
5 account for the items he sold at a later time and
6 address that.
7 MR. FENTON: Can I make a comment about
8 those, Your Honor?
9 THE COURT: No.
10 MR. FENTON: That is before this was in
11 Court.
12 THE COURT: No, sir. I'm sorry. I've
13 got to have a tight rein on this case. I knew that
14 there were going to be problems at the beginning and
15 I'm going to keep a tight rein and whatever I need to
16 do to maintain the integrity of these Orders to
17 maintain the integrity of this lawsuit, and for you to
18 understand what your role is as a litigant
19 representing themselves. I'm going to have to keep a
20 tight rein on you. I would love to be nice --
21 MR. FENTON: I'm not --
22 THE COURT: Let me finish. Let me
23 finish.
24 That would be much easier but you won't
25 let me do it. So anything else, Ms. Story?

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.)
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REPORTER'S CERTIFICATE

I, Emily L. Sipe, Court Reporter and Notary Public, do hereby certify that I recorded to the best of my skill and ability by machine shorthand all the proceedings in the foregoing transcript, and that said transcript is a true, accurate, and complete transcript to the best of my ability.

I further certify that I am not an attorney or counsel of any of the parties, nor a relative or employee of any attorney or counsel connected with the action, nor financially interested in the action.

SIGNED this 18th day of September 2019.

Emily L. Sipe

Emily L. Sipe, RPR, LCR
Tennessee LCR No. 608
Expires: 6/30/2020

FAWN [redacted] FENTON vs JEF Y RYAN FENTON
08/29/2019

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EXHIBIT #3

2020 FEB 19 PM 1:11
FILED FOR ENTRY

IN THE CHANCERY COURT
FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

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

TRANSCRIPT OF PROCEEDINGS

August 1, 2019

Heard Before: HON. MICHAEL W. BINKLEY, JUDGE

Prepared by:
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Nashville, Tennessee 37212

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1 P R O C E E D I N G S

2

3 MS. STORY: Your Honor, with your
4 permission what we would like to do is leave the
5 ex parte order of protection in place.
6 THE COURT: All right.
7 MS. STORY: That has given relief to
8 these parties not being able to contact each
9 other.
10 THE COURT: Okay.
11 MS. STORY: And put as part of that,
12 that she does not contact him, he does not contact
13 her, which the ex parte already has him restrained
14 and enjoined from any contact whatsoever.
15 THE COURT: All right.
16 MS. STORY: Because what we don't
17 want to do is have something go down on his
18 record that's going to affect his employability,
19 because he needs to get a job ASAP, so as long as
20 we have the protection, the order of protection
21 under the ex parte, we are good with that.
22 THE COURT: Okay.
23 MR. DUKE: Thank you, your Honor.
24 THE COURT: Any other issues?
25 MS. STORY: We can move on to the

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1 sale of the house.
2 THE COURT: Okay.
3 MS. STORY. This is the situation,
4 your Honor. These parties have no minor children.
5 They've been separated since March of 2018. Mrs.
6 Fenton filed for divorce back in '18, and she was
7 unable to get Mr. Fenton served. In that period
8 of time Mr. Fenton was in the marital home, which
9 is in Sunnyside Drive, 1986 Sunnyside Drive,
10 Brentwood, Tennessee.
11 We believe that house should sell in
12 the neighborhood of 414,000 we hope. It's a great
13 location. People want to get in Brentwood, to get
14 into Brentwood in that zip code. Those schools
15 for that kind of price is wonderful. This thing
16 could sell immediately if you had a good marketer
17 to get that thing on the market and get it sold.
18 Mr. Fenton and Mrs. Fenton had
19 agreed last year that they would do that. She
20 then dropped the divorce. They were going to try
21 to get it on the market. The problem with the
22 private realtor is that Mr. Fenton posts these
23 kind of documents that are -- this is the do not
24 enter my property, and I'll hand you a copy of
25 that.

It was made as part of the exhibits when we filed for divorce in 2019. Mr. Fenton was avoiding service. We hired two different process servers to try to go out to the residence, and this is what they would encounter. We're concerned that if a private realtor was going to list this property, that it would just be more road blocks.

In 2018, when they made this agreement, if she dropped the divorce he would agree to put the house on the market. It never got on the market. It was he's got to fix this, he's got to fix that. It was one excuse after another, and here we are sitting a year later, and now my client had to file bankruptcy.

She is paying the second mortgage on the house. She's paying $48,000 in credit card debt, and this credit card debt is in her name, but the genesis of those cards, I have a history of the cards where Mr. Fenton would transfer balances from his credit cards to a credit card in her name, and then she became in a horrible financial situation.

She is -- she used to make around 90,000 a year. Her most recent income is 5800 a

1 month. She is an architect, works for a firm,
2 and Mr. Fenton was the IT person for the firm,
3 and he hacked the emails so he lost that job. He
4 is very intelligent. He has a high school
5 education, but he is a self-taught computer
6 genius.
7 And he also has -- or he had a real
8 estate license. I don't believe that's current.
9 He had a flip home of rental property in 2016, is
10 my understanding, but he never filed his tax
11 return for 2016, when he sold that home, and so
12 we've got a tax liability from 2-2016, standing
13 out there.
14 2017, 2018, my client did get the
15 tax returns filed, but they withheld everything
16 she paid in because they still haven't filed the
17 2016 tax return. So we have woes, IRS woes. We
18 have unsecured credit card debt in excess of
19 $48,000. There is a Chapter 13. Because my
20 client makes $5800 a month, she can't qualify for
21 a Chapter 7 bankruptcy.
22 And so what happened in the
23 bankruptcy proceedings is they allowed her six
24 months to sell this house. She will have to use
25 her equity from the house. There should be about

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1 120,000 equity. We have asked --
2 THE COURT: Total or just her share?
3 MS. STORY: Total. So my client is
4 around 80 -- his -- no. If it's 120 hers would be
5 around 60. Most of hers will go to pay off the
6 debt.
7 THE COURT: Is the IRS going to be
8 intercepting this money?
9 MS. STORY: When he gets his -- the
10 holdup here is the 2016 tax returns because he had
11 the property that he sold, so I don't know where
12 he is on getting that information together, but
13 the IRS is clearly not bankruptable. Once he --
14 Once he files the 2016 tax returns,
15 I imagine they will take that $8,000 they're
16 holding of her money from the -- from her
17 employment where she pays in her taxes. They will
18 take that and apply it toward the '16 taxes, no
19 doubt. So that's --
20 THE COURT: Any possibility she
21 could be an innocent spouse? I don't know how
22 that works anymore.
23 MS. STORY: She could probably, but
24 since they are already holding 8,000 of her money,
25 at this point, your Honor, she just needs the

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1 burden of all the debt off her mentally. She
2 suffers from narcolepsy and she suffers -- she has
3 very sleepless nights. She can't -- she has
4 chronic fatigue.
5 Her health has declined
6 considerably. It's a toxic marriage. It's been
7 unbelievably difficult just dealing with Mr.
8 Fenton to even get him served. So we continued
9 this matter from Ms. Brittany Gates who was the
10 attorney who was first retained to represent him.
11 We continued it from June 29 until today to give
12 her a month to work on him, to see if we could get
13 the house on the market, do something.
14 We really believe the only thing we
15 can do, your Honor, is to auction this house. We
16 got a text on June 15th from Mr. Fenton. Here's a
17 copy of the text, and he says --
18 THE COURT: Could this be with
19 reserve or without reserve?
20 MS. STORY: I think without reserve,
21 just let it go. I think a good auctioneer will do
22 a fabulous job. It's a good flip property. It's
23 a good -- as I said, in that zip code you can't
24 hardly find anything for that price. So Mr.
25 Fenton sent her an email.

1 Said I will -- text. (Quoted as
2 read.) "I will stay here until the bank -- until
3 you, the banks and the police carry me out of
4 here, while they carry truckloads of junk and
5 treasures out to the lawn." Then it goes on and
6 on.
7 But that is truly what we've dealt
8 with. So he's going to say that he doesn't have
9 anyplace to live, and that he has renters. He has
10 gotten renters in there. Well, we didn't sign a
11 lease. We never authorized any renters to be in
12 that house. I think the renters need to go.
13 THE COURT: Okay.
14 MS. STORY: So --
15 THE COURT: Do you know whether or
16 not they are month to month or if there's a
17 contract?
18 MS. STORY: I just got the lease,
19 and I didn't have a chance to look at it.
20 THE COURT: Okay.
21 MS. STORY: I have been told that it
22 says 90 days to vacate but -- I don't know. He
23 says --
24 MR. DUKE: Your Honor, I'm sorry,
25 but if Mrs. Fenton is going to make comments from

1 the table here, can we go ahead and put her under
2 oath, please?
3 THE COURT: She won't make any more.
4 MR. DUKE: Thank you, your Honor.
5 MS. STORY: And I don't mind being
6 under oath whatsoever. So I don't know. Like I
7 said, I was just handed this lease.
8 THE COURT: Sure.
9 MS. STORY: So I do not know.
10 THE COURT: Okay.
11 MS. STORY: I feel sure we have an
12 escape clause because my client didn't sign the
13 lease. She is the owner of the property.
14 THE COURT: Is she the only titled
15 owner?
16 MS. STORY: Both of them.
17 THE COURT: Okay.
18 MS. STORY: So that is our argument.
19 I would ask that the exhibit on the note, don't
20 come on my property, the no trespassing be made an
21 exhibit to this hearing, and the email or the text
22 from Mr. Fenton that says I will stay here until
23 you, the banks and the police carry me out.
24 THE COURT: All right. We'll make
25 this picture the first exhibit, number one.

(Exhibit One received into evidence to this hearing.)

THE COURT: What about the ...

MS. STORY: The text, yes. I would like those texts to be made an exhibit.

THE COURT: The text will be accepted into evidence as Exhibit Number Two.

(Exhibit Two received into evidence to this hearing.)

MS. STORY: I have the bankruptcy, your Honor, that says it has to be sold within 180 days or goes to foreclosure.

THE COURT: What is the starting date of that order?

MS. STORY: She filed in April, April 29th.

THE COURT: Okay.

MS. STORY: Well, April 26.

THE COURT: Okay. So when does the 120 or 80 days start?

MS. STORY: I believe it starts from

1 the confirmation, but I'm not a bankruptcy lawyer,
2 so I was counting from -- I have talked to the
3 bankruptcy lawyer to make sure what relief we have
4 to get.
5 THE COURT: Okay.
6 MS. STORY: And I'm supposed to send
7 him a copy of this order from this court so that
8 he can get the Bankruptcy Court to ratify that
9 order so they're also in -- notified of that
10 process.
11 THE COURT: What about -- just to
12 fill in your statement here. I want to get the
13 whole picture. Have y'all talked about an
14 auctioneer? I know there are two opposite sides
15 here. I get that, but have y'all gotten that
16 far? You probably haven't because you disagree?
17 MS. STORY: Their position is they
18 want a private realtor to come in.
19 THE COURT: Okay.
20 MS. STORY: I don't mind doing
21 that, but, quite frankly, your Honor, I would not
22 recommend any of the realtors I work with because
23 I think it would be a nightmare. We get emails,
24 books and books and books from Mr. Fenton all
25 hours of the night, and I don't even think

there's anybody I could send into that situation.

THE COURT: Not even Ms. Martin? She probably --

MS. STORY: She could do it. Mr. Fenton would have to be put on a really short leash until -- he could throw kinks in it, and the other thing we're worried about -- it's what Mrs. Fenton said -- is even if you got a realtor, if he had to sign a listing contract within five days, sell it as is, theyre going to --

The buyers are probably going to want a home inspection. I don't know if it will pass a home inspection, and with three people living here with him, and if he says in that email, you'll have to carry me out, he says all my treasures, I don't know what the status that house is. It's been since March of -- 18 months, almost 18.

THE COURT: The tenants that are in there now, is it a family or one person?

MS. STORY: You will have to ask him. We don't know. Let me see if I can tell from a name. Jesse Garcia. I don't know who that is.

MR. DUKE: There's another one as

1 well.
2 THE COURT: Okay. All right. Yes,
3 sir. Well, whoever the lawyer is.
4 MR. MILLER: My name is Mitchell
5 Miller from the Nashville Bar.
6 THE COURT: Yes, sir, Mr. Miller.
7 How are you today?
8 MR. MILLER: I'm doing very well.
9 We have made a lot of progress talking about this
10 case so far, and my client is essentially coming
11 down to accept the inevitability that we're going
12 to need to sell this home to get this divorce
13 finalized and to move Mrs. Fenton through the
14 bankruptcy.
15 At this time, however, Mr. Fenton
16 is not employed although he is looking for
17 employment. He does have renters in this home,
18 and I know that Ms. Story has taken issue with
19 that, but I would also like to tell the court
20 that this has sort of come about because of the
21 bankruptcy and Mrs. Fenton stopped the -- you
22 know, discontinuing her payment on the primary
23 mortgage happened around the same time.
24 And so Mr. Fenton has tenants in
25 this home and has what is supplements and provides

1 his ongoing day-to-day costs, although the first
2 mortgage is not currently being paid.
3 Mr. Fenton did not know that the first mortgage
4 was not being paid until several months after Mrs.
5 Fenton stopped paying.
6 So, Judge, we have sort of an issue
7 here where the wife, by filing bankruptcy, filing
8 divorce and stopping to pay the first mortgage,
9 has created the financial crisis that we're now
10 here to resolve.
11 Obviously, Mrs. Fenton would
12 contend that my client ran up all the debt, and
13 we're not necessarily here to determine all of
14 the marital assets and how to distribute marital
15 debt and assets conclusively, but my client would
16 show the court that many of those -- many of those
17 transactions and I'll say creative financial
18 decisions were done by agreement, or at least with
19 the knowledge of the wife.
20 However, for today's purposes we
21 agree that the home needs to be sold, but Mr.
22 Fenton's liability to his current tenants needs
23 to be taken into account. Mr. Fenton's current
24 financial ability needs to be taken into account,
25 and we would oppose the motion in terms of an

1 auction, especially to the extent that it
2 requested an immediate auction.
3 At minimum, Mr. Fenton needs some
4 degree of time to gather his personal belongings,
5 give proper notice to his tenants, find
6 subsequent housing, and most importantly, if he
7 doesn't have a renter income coming in, have some
8 transitional time to figure out how to be self-
9 sustaining in the short run.
10 We're not here on an alimony
11 pendente lite motion, but we probably should be
12 soon because --
13 THE COURT: Can I ask you this?
14 MR. MILLER: Yes, sir.
15 THE COURT: One of the biggest
16 problems I'm bumping up against in trying to make
17 the best decision here is who's going to control
18 the husband? Exhibit One and Exhibit Two show
19 some very disturbing conduct. I know you are not
20 in charge of trying to control your client all the
21 time.
22 I do know good lawyers like you
23 gentlemen on the left side of the table will tell
24 your clients, if you don't do what I tell you to
25 do, we're out of here. I don't know how people

1 work any more, but that's the way we used to
2 practice law. The lawyer is in charge. You can
3 be nice and sweet, but tell the client what they
4 need to do.
5 And I don't have any assurance at
6 this point that his conduct won't continue
7 thereby delaying this process even more. I know
8 you can't guarantee his conduct. I know that,
9 but is there anything you can give me to indicate
10 that his conduct will not be an issue at all? You
11 probably can't. If I were in your shoes I would
12 probably say --
13 MR. MILLER: I can give you no
14 guarantees.
15 THE COURT: I'm not an insurer of my
16 client's conduct.
17 MR. MILLER: I will adopt that
18 statement as Mr. Fenton's -- but, your Honor, I
19 would indicate that there's been an ex parte order
20 in place for some time now --
21 THE COURT: Right.
22 MR. MILLER: -- and that Mr. Fenton
23 has complied with that to the letter, and that we
24 stipulate he will continue to comply with that to
25 the letter, and Mrs. Fenton has agreed with that

1 and also agreed, you know, not to have any contact
2 with him.
3 So we are in a place. We are
4 coming to the table and starting to realize -- I
5 say "we" as in my whole team here and Mr. Fenton,
6 that this is where the rubber is meeting the road,
7 and this divorce is going to get moving along, and
8 we're going to have to take this one step at a
9 time.
10 This is going to have to be done.
11 So I will tell the court that I am confident that
12 my client now understands that. We spent many
13 hours working with him to impress upon him the
14 realistic difficulties of any divorce and, in
15 particular, this one.
16 So I think what you are seeing there
17 is probably something that you've seen a lot
18 before, where spouses in emotional and financial
19 crisis are lashing out in irrational, unstable
20 ways. That is coming to an end, and I can give
21 the court my best confidence that I believe that
22 Mr. Fenton is turning a corner on that.
23 He has expressed that to the court
24 by agreeing with Ms. Story's very generous
25 proposal to continue the ex parte order rather

1 than go for it on 402. So I do think that there
2 are some good indicators there. Mr. Fenton just
3 told me that he is willing to take down all those
4 troubling signs that Ms. Story mentioned.
5 We are prepared to entertain any
6 other limitations and orders that the court would,
7 you know, would want in that kind of order, but we
8 do think that because the main asset in this
9 divorce is this home, which we are essentially
10 disposing of before there's been any discovery and
11 any further analysis on this, that we need to
12 proceed in a way that absolutely maximizes the
13 total take on this.
14 THE COURT: Under the circumstances.
15 MR. MILLER: Under the
16 circumstances.
17 THE COURT: That's where the real
18 issue is here.
19 MR. MILLER: Yes, sir.
20 THE COURT: Can I ask you some more
21 questions too? Ms. Story may be able to answer
22 this. The other concern I have is: What kind of
23 condition is the interior of the home? Have we
24 seen -- has Ms. Story and her client had an
25 opportunity to look at the interior to see what it

1 looks like?
2 MR. MILLER: Your Honor, I'm not
3 sure. There's definitely some clutter, and my
4 client is willing to get to work today to make
5 sure that that is done, and in terms of following
6 recommendations for a realtor, we'll follow all
7 those recommendations. There may be some
8 financial limitations about, you know, what
9 extraordinary efforts can be made.
10 THE COURT: I'm going to think out
11 loud here for a moment. My tendency is to --
12 considering all these factors, first of all we're
13 getting ready to close out the best marketing
14 months of real estate; however, when we look at
15 property that is specialty property or property
16 that is very desirable like Brentwood, that
17 really doesn't matter like it used to.
18 People, if they want to buy, will
19 buy. If the right buyer comes along -- and they
20 do in these desirable neighborhoods -- they'll buy
21 it.
22 MR. MILLER: Yes, sir.
23 THE COURT: So the next thing is,
24 looking at the husband's past conduct, which
25 bothers me, and his interruption of the smooth

1 transition of a sale or auction, I want to get
2 the highest and best price as everyone does.
3 It's such a close decision for me.
4 I'm thinking of three options.
5 Number one, getting a real estate person who is
6 aggressive, who'll sell the property, and if it
7 can't be sold within 30 days, auction it. But
8 what that's going to require, if the interior of
9 the home looks like trash, I mean, that's going to
10 cost money to get it in good condition.
11 So I guess the question there is
12 that no one has an answer, and I don't expect
13 one. What is the margin of additional equity
14 that could be obtained to fix the home up and
15 make it marketable and sold with an aggressive
16 seller within a month, and is it going to be
17 worth it to do that financially?
18 MR. MILLER: From my understanding
19 -- from my understanding an investment of five to
20 10,000 would yield an additional profit of about
21 50. That calculus might make sense, but I don't
22 think that either party has the money to make
23 that investment even though that may be a rational
24 decision to make.
25 THE COURT: My tendency is to sell

1 it at auction -- it really is -- for a lot of good
2 reasons.
3 MR. MILLER: Your Honor, if I could
4 add another note about how I've arrived on this
5 case, especially just a few days before this
6 hearing ...
7 THE COURT: Yes, sir.
8 MR. MILLER: Mr. Fenton contacted
9 me I would say in February maybe before some of
10 these things happened, and he wanted to engage
11 me, but at that time I was working with HCA, and
12 we developed a rapport -- I couldn't take his
13 case, but we developed a rapport several months
14 ago.
15 Although I wasn't able to take his
16 case, I think that we've connected and we've
17 established a rapport, and since I've moved back
18 into private practice he contacted me just last
19 week. So since this has gotten rolling -- and I
20 know that there was a divide between he and his
21 prior counsel -- I do have a strong rapport with
22 my client.
23 And I would be willing to do
24 whatever the court would like to try to work with
25 him and make sure that all phases of this divorce

1 proceed in an orderly and respectful fashion. I
2 think that we're ready to turn a corner and do
3 that if the court would allow us that opportunity,
4 if the court's main concern is how we conduct
5 ourselves.
6 THE COURT: If the margin of
7 additional money pales against the cost to get
8 there, and we know that no one has the money to
9 get there, that particular option, that's not
10 going to work, so it looks like to me -- correct
11 me if I'm wrong, but it look like to me that
12 trying to get the home fixed up for purposes of
13 producing a higher return --
14 MR. MILLER: Let me clarify. We're
15 not proposing further investment to -- we're
16 proposing an as-is sale, but through a -- on the
17 market rather than at auction so that -- I mean
18 without additional --
19 THE COURT: But you have to pay the
20 realtor, don't you?
21 MS. STORY: I was looking at the
22 realtors that Ms. Martin would -- or the auction
23 companies that might be suggested --
24 THE COURT: Right.
25 MS. STORY: -- and there's an

1 auctioneer in Brentwood, First Cumberland
2 Auctioneers. What they would probably do is go
3 out and just do an estate sale and sell whatever
4 treasures are there that he's not going to take
5 with him. Then they would just sell everything.
6 We would just sell personal property and the
7 home.
8 They do charge six percent. Now a
9 realtor -- an auctioneer is going to charge the
10 same amount.
11 THE COURT: Okay. So that's not
12 a --
13 MS. STORY: It's the same, six
14 percent. They do a pretty good job of getting
15 advertising out there. You would be surprised
16 how many people show up on these courthouse
17 steps.
18 THE COURT: I see them all the time.
19 MS. STORY: For auction.
20 THE COURT: Right. Can I just ask
21 this question too? I've seen where -- I don't
22 want it to look like a desperation sale, and y'all
23 don't either because the hawks will be out there.
24 But at the same time these auctioneers now are
25 marketing these sales not as an auction

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1 necessarily, but like Ms. Story said, like an
2 estate sale to kind of disguise the idea that it's
3 a desperate sale when it --
4 MR. MILLER: If an auction has to be
5 the way to go we certainly appreciate, you know,
6 proceeding within some form that appears
7 respectful and doesn't just result in a basement
8 price.
9 THE COURT: There are auctioneers
10 who can do that. They understand that because
11 that makes their commission a lot higher if they
12 don't make it look like it's desperate, and
13 they're doing a good job of that from what I've
14 seen.
15 MR. MILLER: And, your Honor, if an
16 auction has to be the way we go, I would still ask
17 for that auction to be out a ways so that he can
18 obtain -- if we're talking about 30 days, he can't
19 both clear the home out and apply for jobs. So
20 then he's got to sell -- we got to figure out
21 where his personal property goes, find a storage
22 unit for that.
23 We've got to kick the tenants out,
24 which are providing income, so he can't really go
25 buy a storage unit to keep the stuff he wants to,