UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MICHIGAN

FILED- LN
March 25, 2024 4:07 PM
CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY: eod FILED BY: 3/25

JEFFREY RYAN FENTON,

PLAINTIFF

v.

VIRGINIA LEE STORY ET AL.,

DEFENDANTS

CASE NO. 1:23-CV-1097

DECLARATION OF FACTS ABOUT FENTON FAMILY FINANCIAL STRUCTURE AND ROLES DURING MARIAGE, ENTIRETY PROPERTY, EDUCATION, VOCATIONAL EXPERIENCE, AND FINANCIAL CAPACITY

Plaintiff brings this testimony pursuant to 28 U.S. Code § 1746.

I, Jeffrey Ryan Fenton, declare under oath as follows:

1. My name is Jeffrey Ryan Fenton.
2. I am the Plaintiff in this federal lawsuit (CASE NO. 1:23-CV-1097).
3. I am a citizen of the United States of America.
4. I was born on Fairchild Airforce Base, in Washington State, during 1969.
5. I am domiciled in Genesee County, Michigan.
6. My mailing address is 17195 Silver Parkway, #150, Fenton, MI 48430-3426.
7. My phone number is (615) 837-1300.

Initials: JRF

8. Ms. Fawn Fenton (hereinafter "Ms. Fenton", "wife", and "ex-wife") and I were together for fifteen years, thirteen during which we were married.

PRO SE LITIGANT - MERITS RULE OVER TECHNICALITIES

9. I am acting in a *pro se*[1] capacity in this lawsuit, due to my poverty, entitled to a liberal reading and less stringent standards since it was prepared without assistance of counsel. See *Haines v. Kerner, et al.*, 404 U.S. 519, 92 S. Ct. 594 (1972).

QUALIFIED AMERICAN WITH DISABILITIES ACT LITIGANT

10. I am a qualified ADA party with disabilities affecting my communication and cognitive functions, which make researching and drafting legal pleadings exceptionally slow and challenging.

11. I request any considerations which the court can allow to help me participate in, be protected by, and benefit from the federal judiciary.

12. I suffer from several cognitive disabilities: Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5), Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F4L1), Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2), Circadian Rhythm Sleep Disorder (CRSD) Non-24-Hour Sleep-Wake Disorder (Non-24) DSM-5 307.45 (G47.24).

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[1] Case 1:23-cv-01097-PLM-RSK, ECF No. 1-35, PageID.1960

Initials:

13. Letters from my doctors[2], along with a declaration regarding my disabilities[3], are on file in this federal lawsuit.

14. Medications that I take regularly can only control these afflictions, not cure them.

15. Due to my disabilities, it is extremely difficult for me to concisely write long documents without losing focus and experiencing significant sprawl, causing repetition, countless rewrites, and bloated documents. For this reason, I am trying to file multiple short declarations to concisely address specific topics, to help communicate more effectively, for the benefit of all parties.

DECLARATIONS INCLUDED BY REFERENCE HEREIN AND THROUGHOUT

16. To increase efficiency while reducing redundancy in this lawsuit, this declaration and the facts herein are made a part of every other declaration written by me in this lawsuit, which is included, named, or referenced in my "Fenton Master Declaration and List of Declarations to Date[4]".

17. Similarly, every declaration and the facts therein written by me and mentioned in my "Fenton Master Declaration and List of Declarations to Date" are incorporated herein by reference and made a part of this declaration.

18. My "Fenton Master Declaration and List of Declarations to Date" will be periodically updated both in court and online, to have the most comprehensive and complete set

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[2] https://rico.jefffenton.com/evidence/2020-07-08_tnsc-coa-ada-request-for-modification.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-30, PageID.1749-1752)

[3] https://rico.jefffenton.com/evidence/fenton-declaration-of-disabilities.pdf

[4] https://rico.jefffenton.com/evidence/fenton-master-declaration-and-list-of-declarations-to-date.pdf

Initials: RS

of facts available in this case.

BRENTWOOD, WILLIAMSON COUNTY, TENNESSEE

19. According to Wikipedia[5]: "Williamson County[6] is ranked as the wealthiest county in Tennessee, as well as among the wealthiest counties in the country. In 2006 it was the 17th-wealthiest county in the country according to the U.S. Census Bureau[7], but the Council for Community and Economic Research ranked Williamson County[8] as America's wealthiest county (1st) when the local cost of living was factored into the equation with median household income. In 2010, Williamson County is listed 17th on the Forbes list of the 25 wealthiest counties in America."

BRENTWOOD MARITAL RESIDENCE WORTH $900,000+ TODAY (ONLY OWED $300,000 ON OUR MORTGAGES)

20. My wife and I owned a beautiful home located at 1986 Sunnyside Drive[9], Brentwood[10], TN, 37027. (Hereinafter "marital residence", "property", or "home.") I invested everything that I had into the purchase and renovation of our home[11] (including all my premarital retirement funds along with proceeds from my own premarital duplex). Further complimented by nearly a decade of my "sweat equity," including thousands of hours of labor, making and

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[5] https://en.m.wikipedia.org/wiki/Williamson_County,_Tennessee

[6] https://williamsoncounty-tn.gov/

[7] https://rico.jefffenton.com/evidence/2017-2021_census-brentwood-tennessee-v-fenton-michigan.pdf

[8] Case 1:23-cv-01097-PLM-RSK, ECF No. 1-12, PageID.497-500

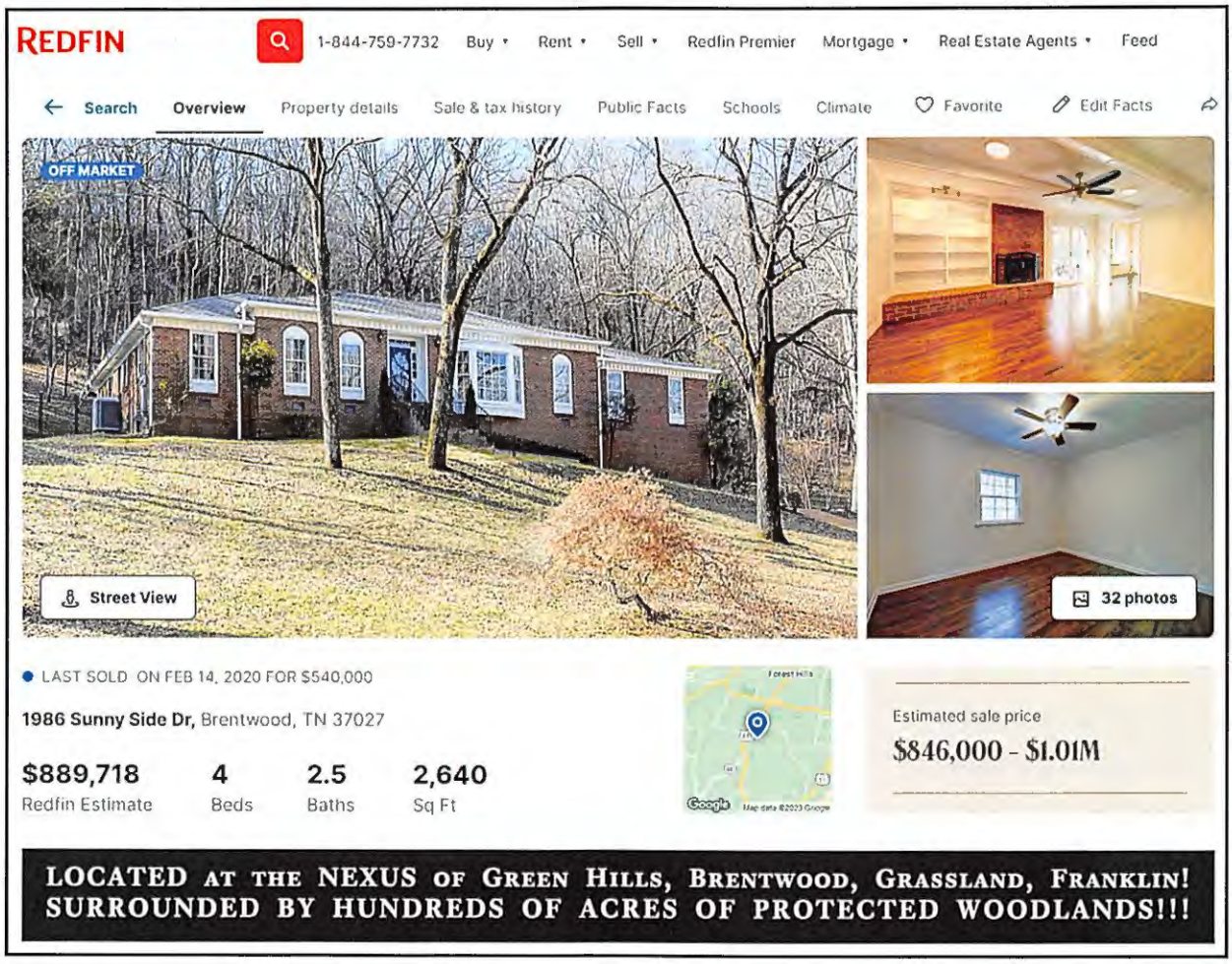
[9] https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-brentwood-tn-deed.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-12, PageID.485, 494-512)

[10] https://rico.jefffenton.com/evidence/1986-sunnyside-brentwood-tn-2019-property-taxes.pdf

[11] https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-premarital-assets-invested.pdf

Initials:

supervising roughly $200,000 of improvements[12] to our property.



21. We purchased our marital residence on April 29th, 2011, for $350,000[13]. Together we had roughly $550,000 invested into our home, while improvements to the property were also my primary work product for much of the time between 2011-2018, during which my wife built

[12] https://rico.jefffenton.com/evidence/1986-sunnyside-property-improvement-highlights.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-12, PageID.508-511)

[13] https://rico.jefffenton.com/evidence/2011-04-29_fenton-marital-residence-tenancy-by-entirety.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-27, PageID.1416-1431)

Initials: _____

her career in architecture, doubling her vocational value[14].

22. That home is currently worth $900,000[15] and was our sole asset and retirement investment, while the Chancery Court forced the liquidation of the property for just $324,360[16]. Suspiciously, exactly what was due on the mortgages, plus the auctioning fees and closing costs, without one dollar to myself or to Ms. Fenton (to the best of my knowledge), for our life's savings, thousands of hours of work, the sum total of both our premarital retirement funds, and all of our investments since.

23. The money my wife and I invested into our home wasn't to raise its curb appeal or add flashy trims which could realize immediate returns upon investment, if sold. We invested into the core features of the home, replacing the roof, remediating mold, removing and replacing all electrical and mechanical systems for improved health, safety, efficiency, and comfort. The work performed on the property was done with the expectation that we would live there for the next twenty years, not for a quick flip.

24. It was not possible in 2019 for us to sell our home, either by auction or on the market, without losing a substantial amount of money, which we had no means of compensating for or recovering from. However, over the next few years, the property nearly doubled in value,

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[14] https://rico.jefffenton.com/evidence/2017-04-06_wifes-belated-raise-after-protest.pdf

[15] https://rico.jefffenton.com/evidence/2022-01-03_1986-sunnyside-brentwood-tn-appreciation.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-12, PageID.485, PageID.494-510)

https://rico.jefffenton.com/evidence/2023-05-31_1986-sunnyside-brentwood-tn-appreciation.pdf

[16] https://rico.jefffenton.com/evidence/2019-10-29_1986-sunnyside-real-estate-deed-fraud.pdf

Initials:

due to its location, as we had expected. The market needed time, the property needed to be held for at least another year or two. Had the sale not been illegally forced, the property has appreciated at roughly $100,000 per year, for the past four consecutive years.

FINANCIAL STRUCTURE OF FAMILY: TENANCY BY ENTIRETY

25. Ms. Fenton and I lived under the spiritual principle of "two becoming one at marriage", referred to in legal terms as "tenancy by the entirety[17]", throughout the entire duration of our marriage. (Despite the deceptive narratives by her counsel, which began after Ms. Fenton chose to get a divorce.)

26. All of our marital income, assets, property, and debts were always held as one "tenancy by the entirety[18]". Regardless of whose name they were technically in. Those choices were strategically for the benefit of us both. Whether for preferential interest rates, risk mitigation, etc... Account ownership, positions, and titling were equally for both of our benefit. Everything was a matter of whether our family held and carried it "in our left pocket" or "in our right pocket".

27. Except for an insignificant amount of premarital and/or sentimental property, nothing was a matter of "hers" or "his". Such language had more to do with respect and planned usage, than actual ownership interests or rights.

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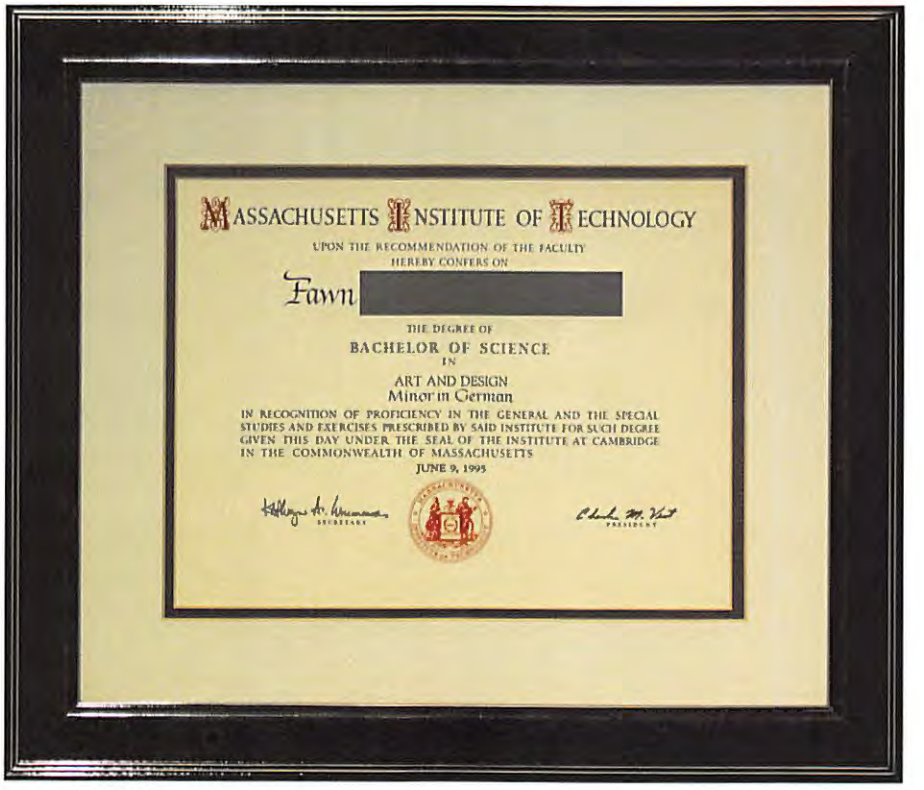
[17] https://rico.jefffenton.com/evidence/2011-04-29_fenton-marital-residence-tenancy-by-entirety.pdf

[18] Case 1:23-cv-01097-PLM-RSK, ECF No. 1-13, PageID.541-542

Initials: RS

WIFE'S EDUCATION – VOCATIONAL EXPERIENCE – FINANCIAL CAPACITY

28. Ms. Fenton was voluntarily the primary breadwinner[19] in our family since 2011. This came as no surprise, she is an MIT educated, licensed Tennessee Professional Architect (ID Number: #102945), who is a "LEED Accredited Professional", certified by the U.S. Green Building Council, as well as a "Certified Document Technologist" by the Construction Specifications Institute. She has significant commercial and institutional leadership experience, working in industry, government and education, with a $116,500[20] annual compensation package toward the end of our marriage.



MASSACHUSETTS INSTITUTE OF TECHNOLOGY

UPON THE RECOMMENDATION OF THE FACULTY
HEREBY CONFERS ON

Fawn [redacted]

THE DEGREE OF
BACHELOR OF SCIENCE
IN
ART AND DESIGN
Minor in German

IN RECOGNITION OF PROFICIENCY IN THE GENERAL AND THE SPECIAL STUDIES AND EXERCISES PRESCRIBED BY SAID INSTITUTE FOR SUCH DEGREE GIVEN THIS DAY UNDER THE SEAL OF THE INSTITUTE AT CAMBRIDGE IN THE COMMONWEALTH OF MASSACHUSETTS

JUNE 9, 1995

[19] https://rico.jefffenton.com/evidence/2018-07-12_arons-and-associates-divorce-planning.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-27, PageID.1444)

[20] https://rico.jefffenton.com/evidence/2017-04-06_wifes-belated-raise-after-protest.pdf

Initials: JRS

29. Throughout our marriage Ms. Fenton prided herself as being a "code junkie", often needing to research building codes and wrestle with codes officials in multiple levels of government. Here is a quote copied directly from her LinkedIn profile: *"She excels at technical and codes analysis, specifications writing, and detailing."* This became particularly helpful when she decided to begin researching how to get, what she considered to be, the most financially advantageous divorce. Unfortunately, ethics and fairness weren't critical elements to her, in the end.

THE AMERICAN INSTITUTE OF ARCHITECTS

DECLARES THAT

Fawn [redacted] Fenton

IS ADMITTED TO ARCHITECT MEMBERSHIP HAVING BEEN FOUND ELIGIBLE

BY AUTHORITY OF THE BOARD OF DIRECTORS

AND IS ENTITLED TO EXERCISE AND ENJOY ALL THE RIGHTS AND PRIVILEGES

OF THIS CATEGORY OF MEMBERSHIP AS PRESCRIBED IN THE BYLAWS.

DATED MARCH 15, 2006

PRESIDENT

SECRETARY

30. In truth, that was an exception to Ms. Fenton's normally honest, kind, and generous character. Someone would be hard pressed to find people who would speak poorly about her, while

Initials:

I have no desire to and have tried throughout our divorce to help mitigate the damages for both of us. Unfortunately, the courts and Ms. Fenton's counsel have staunchly refused any remotely ethical or even humane division between us, our property, and our debts. Without so much as hearing our case.

STATE OF TENNESSEE
State Board of
Architectural and
Engineering Examiners

Be it known that

Fawn [redacted]

having duly qualified before
the Board of Architectural and
Engineering Examiners,
to practice

ARCHITECTURE

in this state,
is hereby granted registration
to so practice, under the
authority vested in the said
Board by Chapter 263 Public
Acts 1979 of the
State of Tennessee

Issued and Attested by
the Seal of the Board
this 29th day of June
2001
Certificate No. 102941

Chair

Secretary

Initials:

31. My wife and I had a verbal interim agreement that she would continue to pay our mortgage payments until (at least) one of the three conditions below were satisfied:

1.) Until we successfully executed a marital dissolution agreement (MDA) and obtained a divorce.

- At which point we expected her to begin paying me "transitional alimony" of approximately **$1,750**[21] **per month**, for a duration of **6-years**, as we were told was "fair" with all factors considered, by divorce financial expert and collaborative divorce professional Sandy Arons[22], MBA, whom we hired to help us.
- Ms. Arons credentials: MBA, Certified Divorce Financial Analyst, Certified Financial Divorce Practitioner, Certified Financial Divorce Specialist, Financial Counselor & Mediator.
- This was calculated at 22.5% of her gross income for a term equal to half the duration of our marriage. We were married for 13 years.
- We negotiated several different alimony structures, some where she continued to pay the mortgage payments for six years[23] in lieu of alimony, others where she paid me alimony and I could pay the mortgage payments[24], and others still where we sold our home and

[21] https://rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf

[22] https://rico.jefffenton.com/evidence/2018-07-12_arons-and-associates-divorce-planning.pdf

[23] https://rico.jefffenton.com/evidence/2018-09-14_fair-settlement-offer-by-wife-with-tax-truth.pdf

[24] https://rico.jefffenton.com/evidence/2018-08-30_wifes-budget-for-husband-keeping-home.pdf

Initials: JRS

split the proceeds then she paid me $1,750[25] per month in "transitional alimony", so I could afford and obtain my own replacement shelter.

2.) Until the first 14-month lease of her apartment was completed on **June 22nd, 2019**. (There was no expectation that her support would terminate at this point, this was just as far out as we could see in the beginning of our separation, when she rented her apartment, so she committed at least through this duration.)

3.) **Until further notice.** (There was really no articulation of this option to cease paying the mortgage payments or any support, but certainly her support was promised until we reached some equitable division of our property, debts, and marriage.)

- If for any reason she could not meet her financial obligations then she unquestionably owed me notice in advance, so I would have an opportunity to prevent a default.
- The sum total of both of our life's savings and both of our premarital retirement funds[26] were invested into our mutually purchased and

[25] https://rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf

[26] https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-premarital-assets-invested.pdf

Initials: JRS

equally owned Brentwood martial residence[27], deeded[28] to us both as "tenants by the entirety[29]".

- Plus Ms. Fenton locked me out[30] of all of our mutually used banking, income, credit, and mortgage accounts as soon as she vacated our marital residence. She changed both the account credentials as well as our contact information. Our email address was changed to one which she alone had access to. She changed our address with the creditors and mortgage companies, from that of our marital residence to her new apartment, which I never had access to.

- I fought, objected, and complained, but Ms. Fenton refused to continue operating transparently in good faith regarding our finances after she moved out. As a compromise, she provided me with a budget[31] along with varying amounts of support each month for my consumable expenses, while promising to keep all our bills associated with our home paid (mortgages, utilities, maintenance, etc…).

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[27] https://rico.jefffenton.com/evidence/2023-05-31_1986-sunnyside-brentwood-tn-appreciation.pdf
https://rico.jefffenton.com/evidence/1986-sunnyside-brentwood-tn-2019-property-taxes.pdf

[28] https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-brentwood-tn-deed.pdf

[29] https://rico.jefffenton.com/evidence/2011-04-29_fenton-marital-residence-tenancy-by-entirety.pdf

[30] https://rico.jefffenton.com/evidence/2018-04-23_wife-locked-plaintiff-out-of-financial-accounts.pdf

[31] https://rico.jefffenton.com/evidence/2018-05-02_family-budget-living-apart.pdf

Initials: _____

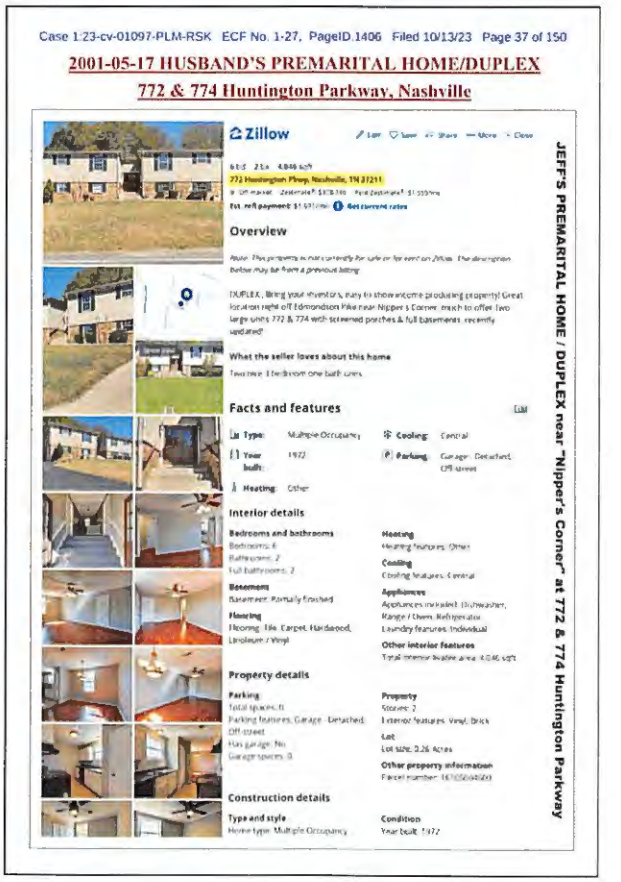
- Ms. Fenton met this obligation without fail until the defendants in this case entered our lives and got forcefully involved in the dissolution of both our property and our marriage.

MY EDUCATION - VOCATIONAL EXPERIENCE - FINANCIAL CAPACITY

32. Though my wife had none of these certifications when we met (except her MIT education), while I actually made more money at that time as a blue-collar printing press operator (with just a high school education), working for Atlantic Envelope Company in Nashville. We both knew that with Ms. Fenton's education, experience, and the licenses which she eventually

Initials:

obtained, that she would easily have twice the vocational and financial potential that I would. This was openly accepted as the *expectation* by us both before we got married. Our relationship was never about money, neither of us cared. We both brought different values from different backgrounds, with different skills, shared equally, for both of our benefit.


Case 1:23-cv-01097-PLM-RSK ECF No. 1-27, PageID.1406 Filed 10/13/23 Page 37 of 150

2001-05-17 HUSBAND'S PREMARITAL HOME/DUPLEX

772 & 774 Huntington Parkway, Nashville

Zillow

Overview

What the seller loves about this home

Facts and features

Type: Multiple Occupancy

Year built: 1972

Heating: Other

Cooling: Central

Parking: Garage - Detached, Off-street

Interior details

Bedrooms and bathrooms

Bedrooms: 4

Bathrooms: 2

Full bathrooms: 2

Basement

Basement: Partially finished

Flooring

Flooring: Tile, Carpet, Hardwood, Linoleum / Vinyl

Heating

Heating features: Other

Cooling

Cooling features: Central

Appliances

Appliances included: Dishwasher, Range / Oven, Refrigerator

Laundry features: Individual

Other interior features

Total interior livable area: 4,046 sqft

Property details

Parking

Total spaces: 6

Parking features: Garage - Detached, Off-street

Has garage: No

Garage spaces: 0

Property

Stories: 2

Exterior features: Vinyl, Brick

Lot

Lot size: 0.26 Acres

Other property information

Parcel number: 161120040020

Construction details

Type and style

Home type: Multiple Occupancy

Condition

Year built: 1972

JEFF'S PREMARITAL HOME / DUPLEX near "Nipper's Corner" at 772 & 774 Huntington Parkway

33. I held a Tennessee Real Estate License[32] (#295752) as an "Affiliate Broker", specializing in residential real estate for 16 ½ years, from December 9th, 2004, through July 25th, 2021. As such, I owned a duplex[33] and was a successful "landlord" prior to meeting my wife. Since

[32] Case 1:23-cv-01097-PLM-RSK, ECF No. 1-12, PageID.513-517

[33] Case 1:23-cv-01097-PLM-RSK, ECF No. 1-27, PageID.1406-1413

Initials:

Ms. Fenton brought the skill of architecture to our family, together we both dabbled in real estate investing, property rehabilitation, purchased/sold a "flip", joined Real Estate Investors of Nashville (REIN), and developed solid experience owning/managing rentals with tenants.

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

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

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

JEFFREY "JEFF" RYAN FENTON
ID NUMBER: 295752
LIC STATUS: RETIRED
EXPIRATION DATE: July 25, 2021
TENNESSEE REAL ESTATE COMMISSION
AFFILIATE BROKER

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

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

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

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

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

11715560

State of Tennessee

TENNESSEE REAL ESTATE COMMISSION
AFFILIATE BROKER
JEFFREY "JEFF" RYAN FENTON

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 295752
LIC STATUS: RETIRED
EXPIRATION DATE: July 25, 2021

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

Initials:

34. Although the real estate profession provided a meaningful secondary income for our family, as well as a substantial investment vehicle, the monthly income stream generated through residential property sales was too unreliable to provide a primary or sole source of income for me after the divorce.

35. The primary industries which form the bulk of my vocational experience are the commercial manufacturing/printing industry (which has diminished significantly the past twenty years, while largely moving overseas), and the foodservice industry.

Initials:

36. Despite the one flattering statement made about me by defendant Story, during the August 1st, 2019 hearing[34], "He is very intelligent. He has a high school education, but he is a self-taught computer genius." This statement is completely false. I am not any sort of "genius". While my only "job" working in computers was for my ex-wife's architectural firm. The reason I was able to manage their computers was because her boss was a penny-pincher and before my involvement with my wife's firm, their computers were constantly neglected until there was an emergency.

37. Prior to my involvement, when a computer "emergency" took place in Ms. Fenton's architectural office, they had to pay roughly 3x as much per hour (as I charged), for a different twenty-something tech to perform emergency triage on their network, while there was no continuity of service, and nobody performed preventative maintenance.

38. I was able to save my wife's employer tens of thousands of dollars, over a decade of performing various IT tasks for them, while doing work that I enjoyed. In truth though, it paid very little for the amount of time that it took me, and I don't have the experience to obtain subsequent employment in that field, without formal vocational training and/or certification.

[34] Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1189 (Said by Story during the 8/1/2019 hearing in Chancery Court, as shown on page-6, lines 4-6, of the Transcript of Evidence. #48419B Trial Record Page-529.)

Initials: JRO

39. The truth about my vocational capacity is clearly evident in two text messages from my ex-wife, which encapsulate her two biggest "pet peeves" about my disabilities. These two "pet peeves" are also my two most significant vocational challenges:

(1) Despite extraordinary efforts, being incredibly slow, meticulous, and repetitive in the performance of important tasks.

- Text message[35] from Ms. Fenton on 1/23/2019: *"I used to always think of you like you were riding a stationary exercise bicycle; peddling furiously, working so hard, but going nowhere."*

(2) Being unable to efficiently multi-task, especially multiple concurrent high-value tasks or challenges.

- Text message[36] from Ms. Fenton on 2/9/2019: *"I hate it when you ask me to choose what you "should" work on, since you can't multitask."*

40. Which explains defendant Story's relentlessly aggressive tactics, strategically overwhelming me with three violent motions simultaneously, through which she took away my home, my marriage, my constitutional rights and freedoms simultaneously. (Essentially, my entire life, at that point.) All without one honest good-faith hearing, in a remotely fair and impartial tribunal, who actually had lawful jurisdiction to hear and dispose of the matters before it.

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[35] Case 1:23-cv-01097-PLM-RSK, ECF No. 1-35, PageID.1937 (https://rico.jefffenton.com/evidence/2019-01-23_riding-an-exercise-bicycle-peddling-furiously.pdf)

[36] https://rico.jefffenton.com/evidence/2019-02-09_wife-hates-that-plaintiff-can-not-multi-task.pdf

Initials: RG

41. Upon information and belief, I believe that this single compliment by defendant Story regarding my vocational capacity was a rouse to make it appear less cruel and cloud the fact that I was being abruptly deprived of all financial support previously provided and promised after the divorce by Ms. Fenton. That due to the strategic bankruptcy, executed unconscionably by my wife's counsel, **$1,750 per month** of promised[37] "transitional alimony[38]", for an agreed duration of **6-years**, instantly evaporated.

42. This provided me with precisely nothing to survive on, while the court wrongfully evicted my tenants[39], my last stream of income due to the crimes conspired against me by counsel, under false and fraudulent claims regarding matters of law. After which the defendants fraudulently took my home by force with just a five-day notice[40], over a holiday weekend, at the end of which they had me wrongfully evicted from my own home, by four sheriff's deputies like a dangerous felon, when I had done nothing wrong, except to trust them enough to enter their court.

43. Outrageously, defendants Story and Binkley even refused to let me take my personal property with me, despite having stated the exact opposite in the prior hearing[41], when I still had counsel to provide me some level of protection.

44. Once I was *pro se* everything changed, they took off the gloves, and literally took

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[37] https://rico.jefffenton.com/evidence/2019-01-28_verbal-agreement-needed-in-writing-for-closing.pdf

[38] Case 1:23-cv-01097-PLM-RSK, ECF No. 1-26, PageID.1317-1318

[39] https://rico.jefffenton.com/evidence/2019-03-26_fenton-sunnyside-roommate-lease-merriman.pdf
https://rico.jefffenton.com/evidence/2019-04-09_fenton-sunnyside-roommate-lease-garcia.pdf

[40] https://rico.jefffenton.com/evidence/2019-08-29_chancery-court-order-once-pro-se.pdf

[41] https://rico.jefffenton.com/evidence/2019-08-01_chancery-court-order-with-counsel.pdf

turns *"tag-teaming"* me together[42], in court on 8/29/2019. After which they refused to vet and record the transcripts from that hearing correctly as such (instead burying the transcripts amongst hundreds of pages of my technical records, in Volume-4, Pages 495-523[43]), because *"justice"* without doubt **failed** *"to meet the appearance of justice"*, despite the fact that presiding judge Binkley left the court room and actually procured the licensed court reporter himself, at which point I hired her.

45. To this day no court has yet to acknowledge those "transcripts of evidence[44]" from my 8/29/2019 hearing in Chancery Court as such, nor will they fix how they are recorded to be clear in the record, nor will they hold defendants Story or Binkley accountable for the lack of continuity between those transcripts and subsequent court order[45] when compared to the preceding 8/1/2019 hearing transcripts[46] and court order[47], nor will they discipline or correct their

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[42] https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-transcript-audio-markers.pdf
https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-audio-recording.mp3

[43] Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1154 ~ ECF No. 1-24, PageID.1183

[44] https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-transcript-audio-markers.pdf
https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-audio-recording.mp3

[45] https://rico.jefffenton.com/evidence/2019-08-29_chancery-court-order-once-pro-se.pdf

[46] https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf

[47] https://rico.jefffenton.com/evidence/2019-08-01_chancery-court-order-with-counsel.pdf

Initials:

misconduct[48], no matter what pains I have gone to[49] in an effort to substantiate my claims[50] beyond any reasonable margin of "error".

CRIMINAL RACKETEERING

46. Racketeering is often described in simple terms as creating a problem, then selling the solution to that problem. That is exactly what took place in this case[51]. The problem that defendants created was a completely unnecessary, strategically engineered, fraudulent federal bankruptcy filing. The solution sold to Ms. Fenton by defendants was to deprive me of both my rights and my property under color of law, office, and official right, by a bias court, in a "fixed" case[52], while depriving me of due and equal process. First extorting my property and then my silence[53]. No part of this was "legal" by any stretch of the imagination[54].

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[48] https://rico.jefffenton.com/evidence/2020-10-16_coa-emergency-motion-reporting-misconduct.pdf
https://rico.jefffenton.com/evidence/2020-10-28_motion-to-supplement-and-correct-the-record.pdf

[49] Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1665-1681
Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1684-1691
Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1698
Case 1:23-cv-01097-PLM-RSK, ECF No. 1-27, PageID.1370 ~ ECF No. 1-28, PageID.1664
Case 1:23-cv-01097-PLM-RSK, ECF No. 1-27, PageID.1370 ~ ECF No. 1-29, PageID.1683
Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1665 ~ ECF No. 1-30, PageID.1793

[50] https://rico.jefffenton.com/evidence/2020-02-13_tnsc-aoc-ada-gc-john-coke-transcript.pdf
https://rico.jefffenton.com/evidence/2020-02-13_tnsc-aoc-ada-gc-john-coke-phone-call.mp3
Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1718-1721

[51] https://rico.jefffenton.com/evidence/2023-12-13_wcso-racketeering-official-oppression.pdf
https://rico.jefffenton.com/evidence/2021-12-02_fbi-mark-shafer-binkley-story-corruption.mp3
https://rico.jefffenton.com/evidence/2021-12-02_fbi-mark-shafer-binkley-story-corruption.pdf

[52] https://rico.jefffenton.com/evidence/2024-01-18_binkley-disqualification-for-bias-coercion.pdf

[53] https://rico.jefffenton.com/evidence/2019-10-21_order-of-protection-as-illegal-prior-restraint.pdf

[54] https://rico.jefffenton.com/evidence/2024-03-13_irrefutable-proof-of-criminal-conspiracy.pdf
https://rico.jefffenton.com/evidence/2019-04-26_conspiracy-against-rights-under-color-of-law.pdf

47. The essence of the conspiracy against my rights and my property was to steal my home and extract as much value out of it as possible, through professional fees, and possibly even relationships with the investors who purchased my property.

48. The first challenge was how to get me out of my home, while forcing it to the market. While my ex-wife's primary concern was about being stuck paying me $1,750 per month in "transitional alimony" for a duration of 6-years as we had repeatedly agreed[55].

49. Because my ex-wife's employer was known to be retiring soon, her counsel decided to have her first default upon our mortgage payments, without providing me with any notice, and secondly for her to file for bankruptcy, because that would get her out of our agreed alimony (in a "fixed" divorce). Producing a financial benefit of $126,000 for my ex-wife, while shedding whatever little bit of revolving debt she had at that time ($44,079[56]), were her two greatest stressors during that season. Evading those two financial responsibilities was of more significance to her during the midlife meld-down that she was experiencing[57], than what that decision would ultimately cost her in the long run, by **forfeiting** our property.

50. Hence the bankruptcy fraud met my wife's criteria for becoming willing to allow the defendants to do **whatever they wanted** with our beautiful Brentwood property, but first they had to figure out how to force me out of my home and take it from me.

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[55] https://rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf

[56] Case 1:23-cv-01097-PLM-RSK, ECF No. 1-13, PageID.569-576 (After subtracting out defendant Story's outstanding fees, because without this scam there would be no need for defendant Story or her exorbitant fees.)

[57] https://rico.jefffenton.com/evidence/2019-02-05_menopause-narcolepsy-night-sweats-not-stalker.pdf

Initials: RS

51. The reality is that despite the bankruptcy court having both *original* and *exclusive* **jurisdiction** over my marital residence, because it was included in my wife's bankruptcy estate by *special request of her counsel*, they knew that they could **neither** evict me (or my two lawful tenants/roommates, with written binding one year lease agreements) from my home, **nor** could the federal district or bankruptcy courts **compel the sale** of my marital residence, because it was physically impossible to meet the criteria required by federal bankruptcy law.

52. **11 U.S.C. § 363(h)**[58]: "Notwithstanding subsection (f) of this section, the trustee may sell both the estate's interest, under subsection (b) or (c) of this section, and the interest of any co-owner in property in which the debtor had, at the time of the commencement of the case, an undivided interest as a tenant in common, joint tenant, or tenant by the entirety, **only if** - (3) **the benefit to the estate of a sale of such property free of the interests of co-owners outweighs the detriment, if any, to such co-owners."**

53. It was physically impossible for the forced sale of my home to be of greater benefit to the bankruptcy estate than losing it would be a detriment to me.

54. This was obvious, which is why they didn't obey the law in the bankruptcy court, by providing me and my tenants with notice and hearings in either Federal Bankruptcy Court or in Federal District Court, as bankruptcy rules and law **requires**.

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[58] https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-call-declaration.pdf
https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-recorded-call.mp3

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55. The Counsel in both courts only did what they knew would *guarantee* their *predetermined outcome* (regardless of any rules or laws). Hence, they accomplished their goals by passing the deprivation of my rights and my property from the federal courts in Tennessee to the state courts, even though the state was specifically prohibited from exercising jurisdiction. Still defendants Story and Binkley could *guarantee* their *predetermined outcome*, which they did.

56. Then everything in the Chancery Court was a fraudulent character assassination, spearheaded by the fraudulent "order of protection ex parte[59]", the day after I received service for the divorce and began asking questions about the secret bankruptcy, I was unlawfully deprived notice about and ambushed with.

57. The whole thing was a scam. The bankruptcy fraud relieved my ex-wife of being forced to pay alimony for 6-years. The Chancery Court fraud wrongfully evicted both me and my two lawful tenants/roommates from my home, giving possession of it to my ex-wife, her counsel, the auctioneers, and the bankruptcy court.

58. I was rendered immediately homeless and destitute, with only a five-day notice over a holiday weekend, escorted off my property by four sheriff's deputies[60], like a dangerous felon, without even allowing me to take my **bed** with me, after 25 years of being a hardworking, tax paying,

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[59] https://rico.jefffenton.com/evidence/2019-06-20_wcso-exparte-order-of-protection-service.mp3
https://rico.jefffenton.com/evidence/2023-12-13_wcso-racketeering-official-oppression.pdf

[60] https://rico.jefffenton.com/evidence/2019-08-29_chancery-court-order-once-pro-se.pdf
https://rico.jefffenton.com/evidence/2019-08-30_judgment-wrong-emergency-call-to-court.mp3

Initials: RS

peaceful Tennessee resident, without so much as a single traffic citation.

59. My health insurance was terminated without notice, my meds were cut off, and I was left to die.

60. Then to ensure my silence they decided to threaten my life while revoking my freedom, despite the fact that I told them that their "order of protection" was interfering with my ability to pass background checks and get a job, to simply try to move forward and support myself.

61. On page 3, lines 16-21 of the transcript of evidence[61] from the August 1st, 2019, hearing, defendant Story stated:

> 16 MS. STORY: Because what we don't
> 17 want to do is have something go down on his
> 18 record that's going to affect his employability,
> 19 because he needs to get a job ASAP, so as long as
> 20 we have the protection, the order of protection
> 21 under the ex parte, we are good with that.

62. As stated by defendant Story above, she didn't want to do anything to harm my vocational potential as long as I was a potential "alimony risk" for my ex-wife, because I needed to get a job ASAP. That lasted until the moment I crossed over the state line.

63. The deal between my prior counsel and defendant Story was, if I allowed them to keep the ex parte throughout the litigation, they would dissolve it upon the final decree of divorce, without it ever becoming a full order of protection, and without us needing to have a trial over it.

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[61] https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf

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64. The order was always malicious, fraudulent, and abusive, based upon obscenely false claims, filed in bad faith, for ulterior purposes.

65. My wife is a highly trained firearms and self-defense expert[62].

66. If anything ever happened legitimately worthy of depriving my freedom and holding my civil rights hostage **for years**, it was also worthy of an arrest and full equal and due process of law. No such thing ever happened, it was all fraudulent character assassination, one of the many tools of the trade employed by defendants Story and Binkley, for empowering a rouge judge to overstep his lawful jurisdiction and authority under the guise of protecting someone from harm, while trampling my rights and extorting my silence[63], about the misconduct of the court and counsel.

67. I had no plans of bothering my ex, so I thought it was of no consequence, while I asked for a "no contact" order against Ms. Fenton in return. I didn't understand how they would abuse the ex parte and use it for ulterior motives. This is just one example of many how every action I have taken in court has been honorable, respectable, and done in good-faith. Unfortunately, I never found any good-faith in return.

68. Once my counsel was released, defendant Story didn't keep any of her agreements

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[62] https://rico.jefffenton.com/evidence/2019-10-21_order-of-protection-as-illegal-prior-restraint.pdf

[63] https://rico.jefffenton.com/evidence/2021-03-21_knox-news-binkley-threatens-prior-restraints.pdf
https://rico.jefffenton.com/evidence/2021-03-21_knox-news-binkley-threatens-prior-restraints.mp4

with my prior counsel[64], nor her promises to me in open court on 8/29/2019[65].

69. Defendants Story, Binkley, the Chancery Court, the Court of Appeals, none of them have shown the slightest bit of care of interest in whether I can ever pass a pre-employment background check again[66] so that I can qualify for the same types of employment which I have qualified for without issue throughout my life. That is **cruel** and **criminal** ADA **interference**.

70. Then when I reported the misconduct by defendants Story and Binkley to the Tennessee Court of Appeals[67], the Chancery Court retaliated against me and added **five more years**[68] onto their fraudulent out of state default "order of protection", without notice or hearing, as "official oppression", Hobbs Act "extortion". To keep a noose around my neck to continue coercing my silence about the crimes by the courts and counsel against me, though absolutely repugnant of any pretense of law and justice.

71. At fifty years old, having been independent all my life, they clenched down on everything that I owned like it belonged to them. I have evidence they pursued this literally past the point of being of any financial benefit to any party, purely out of cruelty, domination, to scare me, and to punish me. Again, without ever a meaningful chance to be heard or defend myself, while they literally ignored hundreds of pages of my sworn testimony and evidence which I filed in

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[64] https://rico.jefffenton.com/evidence/2019-08-05_attorney-agreement-extending-answer-deadline.pdf

[65] https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-transcript-audio-markers.pdf
https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-audio-recording.mp3

[66] https://rico.jefffenton.com/evidence/2021-01-19_tnsc-immunity-disorder-strike-expunge-op.pdf

[67] https://rico.jefffenton.com/evidence/2020-10-16_coa-emergency-motion-reporting-misconduct.pdf

[68] https://rico.jefffenton.com/evidence/2019-10-21_order-of-protection-as-illegal-prior-restraint.pdf

Chancery Court on 8/29/2019.

72. While that filing[69] included an ad hoc divorce answer and counter complaint, as well as an answer for the fraudulent order of protection, and the forced motion to sell my marital residence. Hence, it was physically impossible to have any good-faith "default judgments" levied against me in docket #48419B. Yet they remain, while I have fought for four years to get one honest person of authority to obey the law, their oath of office, and the State of Tennessee's Rules of Judicial Conduct.

73. While I told both defendant Story[70] as well as the Court of Appeals about all of this, while filing clarifications[71], yet still not one word of my hundreds of pages of pleadings filed on Chancery Court record on 8/29/2019 has been used to my benefit. **That is not reasonable.**

74. I witnessed both defendants Binkley and Story with my "ONE-AND-DONE", 250+/- pages of pleadings[72] in their hands during open court on 8/29/2019, while they promised to address my filing in the next hearing.

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[69] https://rico.jefffenton.com/evidence/2019-08-29_husbands-one-and-done-answer-to-all.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-18, PageID.766 ~ ECF No. 1-22, PageID.1038)

[70] https://rico.jefffenton.com/evidence/2020-05-05_notified-story-about-her-fraudulent-affidavit.pdf
https://rico.jefffenton.com/evidence/2020-10-30_storys-objection-to-correcting-the-court-record.pdf

[71] https://rico.jefffenton.com/evidence/2020-10-28_motion-to-supplement-and-correct-the-record.pdf

[72] Case 1:23-cv-01097-PLM-RSK, ECF No. 1-18, PageID.766 ~ ECF No. 1-22, PageID.1038
https://rico.jefffenton.com/evidence/2020-10-28_motion-to-supplement-and-correct-the-record.pdf

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75. On page 24, lines 1-7 of the transcript of evidence from the August 29th, 2019 hearing, defendants Story and Binkley stated:

> ·1· · · · · · · MS. STORY:· Since he probably will be
> ·2· ·moving to Michigan, I would be amenable to him
> ·3· ·attending the final hearing by telephone if he doesn't
> ·4· ·want to drive back.· And I can tell you, I will try to
> ·5· ·accommodate him in any way I can.
> ·6· · · · · · · THE COURT:· I know you will.· You already
> ·7· ·have.

76. Defendant Story told me in court that she would allow me to participate in the following hearing over the phone, because they both knew that as a result of them wrongfully evicting me from my home (five days after this hearing), they were dislocating me to the State of Michigan, to stay with my elderly mother, to obtain emergency replacement shelter and provision.

77. Defendants Binkley and Story stated during that 8/29/2019 hearing that the following hearing would address my exhaustive filing that day, which addressed every fraudulent claim against me to the best of my ability on short notice.

78. Once again, after I crossed the state line, everything they had told me went right out the window.

79. On top of that they destroyed my life and my ability to simply get a decent job from home to help support myself without becoming a complete financial liability upon my family or the State of Michigan, neither which was the State of Tennessee's problem, even though they are ultimately responsible for everything which took place, and for denying me a cure for four obscene

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years of litigious torture.

80. On October 21st, 2019, defendants Story and Binkley changed their minds without notice, motion, or confirmation, chose not to allow me to participate in the hearing over the phone as told in court on 8/29/2019. Moreover, they decided not to consider any of my 250+/- pages of pleadings which they both held in their hands on 8/29/2019 and the court said it would address on the 21st.

81. Instead they colored the court records to appear as if I had voluntarily chosen to sell my marital residence and render myself homeless, without one dollar to my benefit, then I chose to voluntarily relocate to the State of Michigan, after which I no longer was interested in defending my case in Tennessee, no matter what ill-fate awaited me as a consequence.

82. Those claims by defendants Story and Binkley were about as obscenely false and fraudulent as possible. I already had a defense on record[73] for everything, yet they refused to use it to my benefit, in violation of the State of Tennessee's Rules of both Professional and Judicial Conduct.

83. In defendant Binkley's default "Final Decree of Divorce" he stated, "Husband has not filed an Answer and has had two attorneys both of whom have withdrawn."

84. That statement was false and both defendants Binkley and Story reasonably should

[73] https://rico.jefffenton.com/evidence/2019-08-29_husbands-one-and-done-answer-to-all.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-18, PageID.766 ~ ECF No. 1-22, PageID.1038)

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have known that.

85. Even if they did not, they had an ethical obligation to give me the benefit of all the facts to their knowledge which could help the tribunal make an informed decision and a just judgment, not to simply cast harsh punitive default judgements against me, because I lacked the money and power to stop them.

86. They had my answers in their hands in court on 8/29/2019 and assured me that they would address my filings during that 10/21/2019 hearing.

87. Defendant Binkley went on to say in his Final Decree of Divorce[74], "The Court finds, based upon the **undisputed** testimony of Wife, a **witness** for Wife as to the grounds for the divorce, the exhibits introduced in this cause, and the record as a whole, that the following shall be the Order of this Court."

88. That is fraud on the court by officers of the court. That is falsifying government records.

89. It is not reasonable that anyone could view the record in Williamson County Docket #48419B and concluded that wife's testimony was **"undisputed"**. That is rife with fraud.

90. Furthermore, nobody to date will inform me about **who** this **mystery witness** was and what **their testimony was**, which allegedly confirmed wife's grounds for divorce, which they

[74] https://rico.jefffenton.com/evidence/2019-10-21_chancery-final-decree-of-divorce.pdf

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blamed upon me.

91. When both Ms. Fenton and I requested a divorce based upon "irreconcilable differences", but that failed to demonize me enough for the obscenely harsh and punitive judgments which defendants Binkley and Story had predetermined and finally levied against me.

92. Sometimes I fear they are going to give me a brain aneurysm this is so ridiculous, while I have had to write it over and over and over, and no court yet has heard my testimony and exercised the tiniest bit of honest, good-faith, reasonable, justice.

93. None of which were "reasonable" with the truth known and the entire record compared for continuity, while fact checking[75] defendant Story's claims of both fact and law throughout both transcripts[76] of evidence.

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[75] Case 1:23-cv-01097-PLM-RSK, ECF No. 1-35, PageID.1925 ~ ECF No. 1-36, PageID.2006

[76] https://rico.jefffenton.com/evidence/2019-06-04_wifes-complaint-for-divorce-48419b.pdf
https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf
https://rico.jefffenton.com/evidence/2019-08-01_chancery-court-order-with-counsel.pdf
https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-transcript-audio-markers.pdf
https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-audio-recording.mp3
https://rico.jefffenton.com/evidence/2019-08-29_chancery-court-order-once-pro-se.pdf
Case 1:23-cv-01097-PLM-RSK, ECF No. 1-35, PageID.1925 ~ ECF No. 1-36, PageID.2006

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18 U.S.C. § 157 BANKRUPTCY FRAUD BY THE COURTS & COUNSEL[77]

A person who, having devised or intending to devise a scheme or artifice to defraud and for the purpose of executing or concealing such a scheme or artifice or attempting to do so—

(1) files a petition under title 11, including a fraudulent involuntary petition under section 303 of such title;

(2) files a document in a proceeding under title 11; or

(3) makes a false or fraudulent representation, claim, or promise concerning or in relation to a proceeding under title 11, at any time before or after the filing of the petition, or in relation to a proceeding falsely asserted to be pending under such title, shall be fined under this title, imprisoned not more than 5 years, or both.

94. Ms. Fenton's fraudulent[78] Chapter-13 Bankruptcy Petition was executed on **4/26/2019** and filed in case **3:19-bk-02693**[79] by bankruptcy specialist, **Attorney Mary Elizabeth Maney Ausbrooks**[80] (BPR# 018097), and **Attorney Alexander Sergey Koval** (BPR# 029541) both of ROTHSCHILD & AUSBROOKS, PLLC.

95. This was filed in The United States Bankruptcy Court for the Middle District of

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[77] https://rico.jefffenton.com/evidence/2019-04-26_ausbrooks-story-fraudulent-bk-petition.pdf

[78] https://rico.jefffenton.com/evidence/2019-04-26_ausbrooks-story-fraudulent-bk-petition.pdf
https://rico.jefffenton.com/evidence/2019-04-26_bankrupcy-planned-for-when-employer-retires.pdf

[79] Case 1:23-cv-01097-PLM-RSK, ECF No. 1-8, PageID.74 ~ ECF No. 1-11, PageID.478

[80] https://rico.jefffenton.com/evidence/2021-01-27_notified-ausbrooks-fraud-misconduct-damages.pdf

Tennessee. Located at 701 Broadway Ste 260, Nashville, TN 37203-3983.

96. The Chapter-13 Trustee responsible was **Attorney Henry Edward Hildebrand, III** (BPR# 032168). The Federal Bankruptcy Court Judge presiding was **Judge Charles M. Walker** (BPR# 019884).

97. This bankruptcy petition contained false and fraudulent information while it also failed to disclose critical information about my wife's domestic support obligations, both paid previously[81], still paid at that time[82], and promised to be paid in the future[83] for several years to come.

98. The fraudulent bankruptcy petition also lied about our property interests, failed to disclose that I in fact had lawful possession of our marital residence, requiring an "Adversarial Proceeding" per Rule #7001 of the Federal Rules of Bankruptcy Procedure and 11 U.S.C. § 363[84].

99. My wife's counsel also failed to mention my two lawful tenants/roommates, with binding federally protected leasehold property interests, which would have even survived foreclosure with the federal "Protecting Tenants at Foreclosure Act" (PTFA), though I had access to the funds to prevent a foreclosure.

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[81] https://rico.jefffenton.com/evidence/2018-05-02_family-budget-living-apart.pdf

[82] https://rico.jefffenton.com/evidence/2019-05-16_support-email-wife-never-mentioned-bankruptcy.pdf

[83] https://rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf
https://rico.jefffenton.com/evidence/2019-01-08_wifes-claims-about-alimony-and-lawyers.pdf

[84] https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-call-declaration.pdf
https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-recorded-call.mp3

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100. Let me be crystal clear, I was **never notified** by my ex-wife or anyone on her behalf that she could not afford or was having trouble paying our mortgage payments.

101. I was **never notified** by my ex-wife or anyone on her behalf that she was going to default on our mortgage payments.

102. I was **never notified** by my ex-wife or anyone on her behalf that she had defaulted on our mortgage payments. (Until months later after she had filed for bankruptcy, as well as the divorce, plus a motion to force the sale of our home, plus an order of protection "ex parte", based upon false charges.)

- We were communicating on friendly terms immediately before this ambush.
- Ms. Fenton told me that she wanted to "remain friends" after our divorce just a few months earlier, without any known precipitating events to change that.
- I can think of no good faith reason for her failing to warn me that the sum total of my life's investments were in dire risk of total loss and forfeiture, yet this was all kept a secret from me by Ms. Fenton, the bankruptcy court, and her counsel.

103. I was **never notified** by my ex-wife or anyone on her behalf that she was planning to file for bankruptcy.

104. I was **never provided legal notice** by the bankruptcy counsel, the bankruptcy court, or the bankruptcy trustee, that the bankruptcy had been filed, that our mortgages were in default,

that our home was included in my wife's "bankruptcy estate", or that she and her counsel had **specifically requested** to sell our marital residence through the bankruptcy court.

105. Entered on April 26, 2019, in Appendix D, Part 9, "Nonstandard Plan Provisions", the following request was included by defendant Ausbrooks[85]: *"Debtor moves for permission to sell real property located at 1986 Sunny Side Drive Brentwood, TN 37027 Williamson County, within 180 days of confirmation with no payments being made in the interim. The liens of Bank of America, NA and BanCorp South shall be satisfied in full and all remaining proceeds after Debtor's homestead exemption and costs of sale shall be paid to the Chapter 13 Trustee for the benefit of the estate."*

106. To be clear, this language asked the bankruptcy court for permission to sell real property owned by Ms. Fenton *and* one other equally deeded party, **me**, as tenancy by the entirety.

107. This can be easily verified by checking the property deed[86] and/or the property tax records[87] on which I am clearly named, the same being the legal responsibilities of both defendants Ausbrooks and Hildebrand.

108. Examining this request on its face, imploring no more than common sense and the most fundamental knowledge about natural and constitutional rights in the United States of America, this request does not appear that it could have reasonably been made in good faith by defendant Ausbrooks for at least the following two reasons:

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[85] Case 1:23-cv-01097-PLM-RSK, ECF No. 1-8, PageID.144

[86] https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-brentwood-tn-deed.pdf

[87] https://rico.jefffenton.com/evidence/1986-sunnyside-brentwood-tn-2019-property-taxes.pdf

Initials: JRG

(1) Firstly, the request is seeking to sell the property **owned by another**—and providing him **nothing in return.**

(2) Secondly, the language is promising *all* the proceeds of the sale to benefit only the party making this request (and her creditors), without any language indicating if or how the proposed sale might be of any benefit to the other equally deeded and mutually interested property owner, **me.**

109. That immediately wreaks of foul play, yet defendant Ausbrooks filed the motion, all while personally and professional certifying[88] that her request was well grounded in law and made in good-faith and without bringing any of the obvious concerns and potential conflicts of interest to light. She failed to perform any due diligence to protect my property interest as well as those of my two lawful tenants/roommates, or to provide us with "adequate protection" as is required by the federal rules of bankruptcy procedure and the law[89], while violating the constitution, my natural rights, and the rules of professional conduct.

110. Defendant Ausbrooks was well aware that Ms. Fenton was still married. She also knew that the state of Tennessee is a "deed of trust" state, not a mortgage state, meaning that the name on a mortgage does not define who owns the property or holds legal title to it, but instead, that the property's deed of trust is the sole instrument. Furthermore, real property owned by a husband and wife in Tennessee is by default held as tenancy by the entirety[90]. Even if I wasn't

[88] F.R.B.P. Rule 9011 and 11 U.S. Code § 707

[89] https://www.law.cornell.edu/uscode/text/11/363

[90] Case 1:23-cv-01097-PLM-RSK, ECF No. 1-13, PageID.541-542

named on the deed of trust—which I was—the property still can't *legally* be sold with a clear title without me signing a quit claim deed or some other instrument conveying or forfeiting my marital interest in the property. But if that was to be compelled by *any* court, it could not be lawfully or ethically done without due process.

111. Choosing not to notify me[91] or my two lawful tenants, defendant Ausbrooks had requested that *all* my lawful real property interests be usurped and liquidated, with the funds being disbursed entirely to others. Such thievery is clearly unethical and also illegal pursuant to 11 U.S. Code § 707(b)(4)(C)[92]:

> (1) The signature of an attorney on a petition, pleading, or written motion shall constitute a certification that the attorney has—
>
> (i) performed a reasonable investigation into the circumstances that gave rise to the petition, pleading, or written motion; and
>
> (ii) determined that the petition, pleading, or written motion—
>
> (I) is well grounded in fact; and
>
> (II) is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law and does not constitute an abuse under paragraph (1).

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[91] Case 1:23-cv-01097-PLM-RSK, ECF No. 1-13, PageID.565-566 https://rico.jefffenton.com/evidence/2022-03-15_ustp-bk-fraud-referral-confirmed-no-notice.pdf

[92] Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1894

Initials: JBS

112. The actions between the state and federal courts were conducted under the pretense of "legal" actions and under the guise of a divorce, except that none of the actions taken were actually legal in accordance with the rule of law—neither state nor federal, including their constitutions. Nor was any interest or care shown about any real merit involving my marriage or subsequent dissolution of that marriage through a divorce. In fact, discovery for our divorce was strategically prevented by defendants Chancery Court, Binkley, Beeler, and Story from ever getting started.

113. Once defendants seized possession of my marital residence, they fraudulently terminated all litigation under the guise of "default" judgments[93], claiming that I chose to relocate to Michigan and had no interest in participating further or defending my case[94].

114. Those claims are, were, and have always been unequivocally false[95]. I believe that any honestly impartial party who read my "handwritten note" in its entirety, which I left at my marital residence for my ex-wife, would conclude the same.

115. I have reams of documentation to prove my intentions were to defend my case at all costs. While the fact that I am here four years later still fighting for justice, with thousands of pages of court filings to substantiate my efforts to date, should speak beyond any reasonable margin of "error".

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[93] https://rico.jefffenton.com/evidence/2019-10-21_chancery-final-decree-of-divorce.pdf

[94] https://rico.jefffenton.com/evidence/2019-10-21_fraudulent-final-affidavit-by-virginia-story.pdf

[95] https://rico.jefffenton.com/evidence/2020-05-05_notified-story-about-her-fraudulent-affidavit.pdf

Initials: RC

THE CHANCERY COURT WAS USED TO ILLEGALLY CIRCUMVENT THE FEDERAL RULES OF BANKRUPTCY PROCEDURE & BANKRUPTCY LAW

116. First and foremost, the Chancery Court had no lawful jurisdiction to hear any sort of issue that would have ultimately changed ownership of the marital residence because it had already been included in my ex-wife's bankruptcy estate on April 26, 2019.

117. This was thirty-nine days before the first documents were filed in the Chancery Court on 6/4/2019, and ninety-seven days before I first stood before defendants Binkley and Story.

118. Therefore, the federal courts had both *original* and *exclusive* **jurisdiction** over my marital residence, which could not have been lawfully abdicated to another court, since the bankruptcy was filed first and the sale of our marital residence was *"core"* to the bankruptcy proceeding.

119. In fact, the sale of our marital residence was one of the primary reasons that Ms. Fenton's counsel filed the bad faith fraudulent bankruptcy action.

120. The federal courts were required to provide both me and my two lawful tenants/roommates with "adequate protection" for our federally protected property interests throughout my ex-wife's bankruptcy.

121. Of the three matters addressed by the Chancery Court—the forced deprivation of the marital home, the divorce, and the order of protection—the Chancery Court had no jurisdiction or authority to hear or act on the first, while the last two were done after defendants Binkley, Story, and the Chancery Court had committed multiple gross felonies against me,

horrendously violating my rights, disqualifying[96] the same multiple times over from retaining any lawful jurisdiction or authority, whatsoever, in the matters.

122. Without regard for the Federal Rules of Bankruptcy Procedure and subsequent Bankruptcy Laws, or the Constitution of the United States of America, the Chancery Court still usurped—or the bankruptcy court abdicated—jurisdiction[97] over the marital home, in violation of 28 U.S. Code § 1334(e)(1),[98] which states: "The district court in which a case under title 11 is commenced or is pending shall have exclusive jurisdiction—of all the property, wherever located, of the debtor as of the commencement of such case, and of property of the estate."

123. Defendants Binkley and the Chancery Court ordered the "sale" of my home in disregard of this federal law[99]. Of important note is the fact that the issue of *whether* to sell the marital home was never raised in the Chancery Court or in the bankruptcy court, but only *how fast* it could be sold.

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[96] https://rico.jefffenton.com/evidence/2024-01-18_binkley-disqualification-for-bias-coercion.pdf

[97] Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1882 (See e.g., *In re Palmer*, 78 B.R. 402, 405-06 (Bankr. E.D.N.Y. 1987))

[98] Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1882

[99] Case 1:23-cv-01097-PLM-RSK, ECF No. 1-35, PageID.1951-1953

Initials:

UNCONSTITUTIONAL: NO OPPORTUNITY TO SAVE MY PROPERTY INTERESTS OR TO MITIGATE MY LOSSES

124. On 8/1/2019, after a pre-trial conference in the back of the Chancery Court, I told my counsel Charles "Marty" Duke that I could borrow money from my mother to bring our mortgages current and to keep them current (roughly $8k, less than I collectively spent on counsel for that day), provided I could continue living in my home.

125. After telling Mr. Duke this, I asked if that might be possible.

126. Defendant Story overheard me and answered me directly by stating, **"No. It's already too far along in the bankruptcy."**

127. That was unconstitutional, a violation of bankruptcy law, as well as a violation of due process.

128. Upon information and belief, I believe that this statement by defendant Story was also factually false. I see no such finding, judgment, or documentation in the bankruptcy record to support this claim.

129. The bankruptcy court pretended to sell the marital residence based upon the orders from the Chancery Court, while Chancery Court played much of the same game, as if compelled to sell the marital residence to accommodate the bankruptcy, while neither court had the lawful jurisdiction and authority to force the sale of the martial residence, without discovery and full due process of law, which they both refused.

130. In addition to that, the bankruptcy action was on its face fraudulent, with false details about our property interests in our marital residence, as previously mentioned.

Initials: RG

131. Any action planted squarely inside a fraudulent action in another court, especially for the express purpose of intentionally deceiving both courts while circumventing the rights and protections required to be obeyed in that court prior to the deprivation of the property is fraud sowed upon fraud and can beget nothing other than fraud compounded.

132. In addition to that, the Motion to Sell the Marital Residence[100] signed and submitted by defendant Yarbrough and argued in Chancery Court on August 1, 2019, by defendant Story, was highly harassing, abusive of process, and obscenely fraudulent.

133. There are so many violations of the rules of professional conduct[101], judicial canons, Federal Rules of Civil Procedure, Federal Rules of Bankruptcy Procedure, statutory laws, and state and U.S. Constitutions that the best way I know how to try to articulate it all is by heavily marking up[102] each of defendant Story's and Yarbrough's filings to try to write in the **truth inline** with the obscene amount of fraud on the court filed in each and every document they drafted and filed in docket #48419B. Without one being done honestly, in good faith, in pursuit of justice, in compliance with the federal and state rules of court conduct.

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[100] https://rico.jefffenton.com/evidence/2019-07-17_chancery-motion-to-sell-marital-residence.pdf

[101] https://rico.jefffenton.com/evidence/tennessee-rules-of-judicial-and-professional-conduct.pdf

[102] https://rico.jefffenton.com/evidence/2019_tn-court-motions-in-chronological-order.pdf

Initials: _____

$44,079 OF ALLEGED "BANKRUPTCY RELIEF"

134. The bankruptcy only reaped $44,079[103] worth of alleged "bankruptcy relief" for Ms. Fenton in the end. While likely costing her more than that in combined counsel. Also forfeiting $250,000 in cash improvements and labor, that we had invested into our home, as of the day of the auction. Still another $400,000 of appreciation has been lost since. Because we had finally secured the investment of a lifetime, and we knew it, which was why we had invested $200,000 +/- in improvements to the property, after we purchased it in 2011.

135. Those improvements were also my primary work product for much of 2011-2018, while Ms. Fenton's primary investment during that same period was in building her career in architecture. An asset which she got to keep and continue benefitting from, even after the financial collapse of our family.

136. The truth is, that my wife, never needed to file bankruptcy[104], and actually had a terribly difficult time "qualifying"[105], because she was a highly successful professional with a $116,500 annual compensation package[106], before the counsel within this complaint got involved.

137. Now both of our lives have been destroyed, to the financial benefit of solely outsiders; attorneys, auctioneers, real estate investors, and their "friends", who are reaping the

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[103] Case 1:23-cv-01097-PLM-RSK, ECF No. 1-13, PageID.569-576 (After subtracting out defendant Story's outstanding fees, because without this scam there would be no need for defendant Story or her exorbitant fees.)

[104] Case 1:23-cv-01097-PLM-RSK, ECF No. 1-13, PageID.569-576

[105] Case 1:23-cv-01097-PLM-RSK, ECF No. 1-8, PageID.74 ~ ECF No. 1-11, PageID.478

[106] Case 1:23-cv-01097-PLM-RSK, ECF No. 1-27, PageID.1444

Initials:

benefits of everything we spent our lives working for, saving, investing, and building, stolen from us both in the blink of an eye, under color of law, exploiting institutions of public trust and justice for felonious deprivation and criminal racketeering.

138. The courts have a responsibility to fix this. I should not be destroyed for acting honestly in good faith, while submitting to the authorities which I am told that **I must submit to.**

DECLARATION

Pursuant to 28 U.S. Code § 1746, I declare under penalty of perjury that the foregoing is true and correct, except as to matters herein stated to be on information and belief, and as to such matters, I certify as aforesaid that I verily believe the same to be true.

Executed on March 25, 2024

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