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

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

Husband signed the listing agreement for the martial home with the Auctioneer,
FORCED TO SIGN BY JUDGE BINKLEY, UNDER THE THREAT OF INCARCERATION, without even READING IT!
Mr. Tommy Anderson, on August 29, 2019. Wife shall be allowed to sign any further contracts
Afterwards I NOTIFIED everyone, that I was FORCED to SIGN under DURESS. I Canceled the Listing: NULL & VOID!
to effectuate the sale and closings of the property located at 1986 Sunnyside Drive, Franklin, TN
YET Mr. Tommy Anderson said he was AUCTIONING MY HOME regardless! To do whatever I want! Unethical and illegal!
37069. Husband shall vacate the martial home on or before September 3, 2019 at 12:00 noon. The
JUST FIVE-DAYS NOTICE!
Williamson County Sheriff's Office shall have a deputy on standby to ensure that Mr. Fenton is
Actually 4-DEPUTIES with their hands on their GUNS, like I was a dangerous FELON! (NEVER arrested in my LIFE!)
vacated and that he only takes with him his personal clothing, his jewelry and effects such as his toiletries and medication. Mr. Fenton shall not remove any further furnishings or personal property. Husband is admonished that he is under a Restraining Order pursuant to the Statutory Injunction entered upon the filing of the Complaint for Divorce as of June 4, 2019. Mr. Fenton filed a Notice with the Court to allow him to file pleadings Pro Se and in the pleadings filed with
This is FALSIFYING COURT RECORDS, a FELONY in TN! I EMAILED Attorney Story the TRUTH the Night Before!
the Court he acknowledged that he had sold a TV gifted to his Wife from her brother for $1,000
To CORRECT her "misunderstanding", in hopes of avoiding MORE theatrical FRAUD UPON THE COURT, to DISRUPT!
and that he had sold a commercial dehumidifier which was at the marital residence for $2,500.
SHE smiled at me, LIED ANYWAY, to enrage the Judge, then WROTE THE FRAUD directly into the COURT RECORDS!
These amounts will be accounted for at the Final Hearing and any other property sold will also be
The next day, I saw the Court Order, I called the Court to try to correct. Emailed Ms. Story, then she LIED to me AGAIN!
addressed at the Final Hearing. No further property will be removed by Mr. Fenton and he shall
FRAUD UPON THE COURT BY OFFICER(S) OF THE COURT - Binkley signed the INCORRECT/FALSIFIED Order!
tag all items that he would like the Court to consider to be awarded to him. Any items that he does
PURELY to FURTHER ABUSE me, "under color of law". That's when I lost ALL Respect for Ms. Story and her CRIMES!
not wish to retain shall be sold at auction or Wife may retain. Pursuant to the Court Order, Wife
ACTUALLY, according to the 8/1 Court Order,
has tagged the items that she would request to be awarded when she conducted the walk through
This was supposed to be completed by 8/11/2019, but WASN'T until 8/23/2019. Costing me a loss of thousands of dollars!
pursuant to the Court Order from the August 1, 2019. (Order entered by Court on August 14,
Because the Court had evicted my TENANTS, I had no money to MOVE, so the Court allowed me to SELL what was MINE.
2019.) The auction will take place pursuant to said Order of August 14, 2019 which is to be 45
But my Counsel strongly urged that I NOT SELL ANYTHING until AFTER the "10-Day Walk-through." Since it was done
days from August 1, 2019 with all proceeds to be deposited into the Clerk's office.
So LATE, I had no TIME to SELL anything that was MINE, to fund my MOVE. When I returned, much had been STOLEN!
"Court Orders" (and LAWS in general) were only WEAPONS they used against ME. Ms. Story showed NO CARE for either.

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

ENTERED on this 29th day of August, 2019.

MICHAEL W. BINKLEY, JUDGE

APPROVED FOR ENTRY:

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

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

CERTIFICATE OF SERVICE

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

VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

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

CLERK

HND AUCTIONS LLC
www.hndrealty.com

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

EXCLUSIVE AUCTION LISTING

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

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

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

I, we, Owners/Sellers, hereby authorize and give HND AUCTIONS LLC the exclusive right to sell the REAL property known as HOME AND LOT: 1986 SUNNYSIDE DR. BRENTWOOD, TN. 37027 SUNNYSIDE ESTATES, SECTION 3 WILLIAMSON COUNTY, TN.

AS PER DIVORCE DECREE # 48419B

WITHIN SEPTEMBER 2019

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

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

COURT AUCTION WITHOUT RESERVE

For so long as mortgages are covered.

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

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

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

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

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

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

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

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

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

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

(X) _____ Seller's initial DATE: _____

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

Atty Virginia Story Attys: Charles Duke - Mitchell Miller

SELLERS AUTHORIZATION (X) _____ **SELLERS AUTHORIZATION** (X) _____

MAILING ADDRESS **MAILING ADDRESS**

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

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

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

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AS PER DIVORCE DECREE # 48419B

WITHIN SEPTEMBER 2019

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COURT AUCTION WITHOUT RESERVE

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

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

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

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

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

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

(X) [signature] Seller's initial DATE:

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

Atty Virginia Story Attys: Charles Duke - Mitchell Miller

SELLERS AUTHORIZATION (X) [signature] **SELLERS AUTHORIZATION** (X)

MAILING ADDRESS [redacted] **MAILING ADDRESS**

CITY, ST, ZIP BRENTWOOD TN 37027 **CITY, ST, ZIP**

PHONE: (615) [redacted] - 7377 **PHONE:**

SELLERS AUTHORIZATION **SELLERS AUTHORIZATION**

MAILING ADDRESS **MAILING ADDRESS**

CITY, ST, ZIP **CITY, ST, ZIP**

PHONE: **PHONE:**

Jeff Fenton

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

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

Mr. Fenton,

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

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

This concludes my investigation into your complaint.

Best,

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

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

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

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

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

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

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

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

DAYS between when BANKRUPTCY was FILED on 4/26/2029 and when I had my FIRST HEARING in CHANCERY COURT on 8/1/2019: 97-DAYS (The Bankruptcy Attorney HAD TO KNOW this far in ADVANCE, that Judge Binkley would "PLAY BALL"!) Otherwise the Bankruptcy Attorney would have gotten CAUGHT filing a FRAUDULENT BANKRUPTY PETITION, as would the TRUSTEE. The Bankruptcy Attorney would have been responsible for all losses, faced serious sanctions, and removal from office! She HAD TO KNOW that Judge Binkley would illegally FORCE THE AUCTION OF MY HOME, **on my VERY FIRST DAY in Court,** before she could **WAIT for 97-DAYS** for what she was **REQUIRED to do within the first 14-DAYS of FILING** the FRAUDULENT BANKRUPTCY!

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

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

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

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

INTRODUCTION

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

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

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

Rule 11. Orders and Judgments

Section 11.01 Preparation and Submission

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

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

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

Jeff Fenton

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

Hello Ms. Story,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Please advise.

Jeff Fenton

Procedural due process

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

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

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

Civil procedural due process

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

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

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

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

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

Delivered: Best & Final Settlement Offer

postmaster@tnlaw.org <postmaster@tnlaw.org>
Tue 11/12/2019 7:28 AM
To:Virginia Story <virginia@tnlaw.org>

1 attachments (33 KB)
Best & Final Settlement Offer ;

Your message has been delivered to the following recipients:

Virginia Story (virginia@tnlaw.org)

Subject: Best & Final Settlement Offer

Relayed: Best & Final Settlement Offer

Microsoft Outlook <postmaster@outlook.com>

Tue 11/12/2019 7:28 AM

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

1 attachments (19 KB)

Best & Final Settlement Offer ;

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

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

Subject: Best & Final Settlement Offer

Jeff Fenton

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

Correction should say
"Will pay her fees"

Thanks,
Virginia

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

Mr. Fenton,

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

Thanks,
Virginia

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

Hello Ms. Story,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Please advise.

Jeff Fenton

Procedural due process

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

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

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

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

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

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

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

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

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

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

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

INTRODUCTION

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

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

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

Rule 11. Orders and Judgments

Section 11.01 Preparation and Submission

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

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

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

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

FAWN [redacted] FENTON
Plaintiff/Appellee

vs

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

JEFFREY RYAN FENTON
Defendant/Appellant

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

NOTICE OF FILING

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

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

CERTIFICATE OF SERVICE

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

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

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

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

This the 18th day of February, 2020.

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

426

IN THE COURT OF APPEALS OF TENNESSEE
AT NASHVILLE

FAWN [redacted] FENTON v. JEFFREY RYAN FENTON

Chancery Court for Williamson County
No. 48419b
COA NO. M2019-02059-COA-R3-CV

CERTIFICATE OF APPELLATE RECORD

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

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

   1 Volume - Hearing Date August 1, 2019
3. No exhibits are included in the record.
4. No sealed documents and/or exhibits are included in the record.
5. No depositions are included in the record.
6. No exhibits and/or documents of unusual bulk or weight have been retained in my office.

This the 31st day of March, 2020.

(SEAL)

THE CHANCERY COURT SEAL WILLIAMSON CO., TN

Sara B McKinney D.C.

Elaine B. Beeler
Clerk and Master
Williamson County Chancery Court
Franklin, Tennessee

Jeff Fenton

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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