1 and since he doesn't have a job, especially in
2 that time frame, he couldn't turn around with his
3 current resources and rent the cheapest place in
4 the county.
5 MS. STORY: What I suggested there,
6 your Honor, is that let him -- I've asked for the
7 proceeds be placed in the court from the sale,
8 but we would say he could have X amount of dollars
9 toward his equity.
10 THE COURT: Draw on his interest.
11 MS. STORY: That way it would go
12 towards the division of marital property, but
13 give him some money to get him a new place to
14 live.
15 MR. MILLER: Then, your Honor,
16 that's why time is also very important. If we
17 did this auction tomorrow and we had that exact
18 order in place, still wouldn't make much of a
19 difference because he needs some time to get even
20 the most, you know -- the most nominal --
21 THE COURT: Let me know what you're
22 talking about timewise. I know what I'm thinking.
23 MR. MILLER: So another issue is the
24 liability to current tenants, and that lease puts
25 90 days.

1 THE COURT: Well, I don't want to
2 put you in the position of buying a lawsuit --
3 MR. MILLER: That's why we --
4 THE COURT: -- having to pay out
5 money on that, so Ms. Story, what do you say about
6 that?
7 MS. STORY: It's a self-made -- it's
8 a self-made lease --
9 MR. MILLER: Which is fine.
10 MS. STORY: -- that he did, and it
11 says sale. Under the sales provision that any
12 time during this lease, if the landlord decides to
13 sell, if landlord sells this property or places
14 it up for sale, whether voluntarily or by court
15 order, or in any way the ownership of this
16 property or rights to sell this property are
17 conveyed to another party, whether by foreclosure
18 or other legal process -- which is going to happen
19 soon if we don't get it on the auction block
20 within 30 days or so -- during the term of
21 tenancy, this tenancy per this agreement, the
22 assuming owner or controlling party and their
23 agents and assigns must continue to comply in
24 full with the terms of this lease.
25 Well, obviously he cannot bind a new

1 owner to comply with this lease, so that is a
2 voidable contract. There's no way that that
3 tenant could go after the assuming owning or
4 controlling party or their agents.
5 MR. MILLER: I would stipulate that
6 that interpretation is absolutely correct. The
7 controlling provision is what follows.
8 THE COURT: Right.
9 MR. MILLER: Landlord herein
10 promises and assures tenant that absolutely under
11 no circumstances will the tenant be requested or
12 required to move out within receiving at least,
13 the very least, 90 days written notice in advance.
14 That is -- I mean he is boxed himself in here.
15 THE COURT: Yeah.
16 MR. MILLER: The court is going to
17 give him a lawsuit from two tenants.
18 MS. STORY: I don't even know. Are
19 they paying?
20 MR. MILLER: Yes.
21 MS. STORY: Do they have -- where
22 is his -- I don't have an income and expense
23 statement from him. Has he given them notice?
24 He's known since March of last year that the house
25 was going on the market, and he signed the lease

1 in April of this year.
2 I don't -- you took that other lease
3 so I don't know when the other one was signed, but
4 this one, March, he signed it March of '19. The
5 bankruptcy was filed April. He knew this was
6 coming down the pike. I think this is a ruse to
7 try to keep you from selling the house, and I'm
8 sorry that he signed this.
9 THE COURT: How many days -- Ms.
10 Story, if I decide to auction this house, if I
11 decide to auction it, how many days do you
12 suggest?
13 MS. STORY: I would say 30 days.
14 THE COURT: Okay.
15 MS. STORY: Let us within the next
16 week agree on an auctioneer between the attorneys,
17 reach out to some of our referrals and see who
18 they prefer that we use and we get it on -- have a
19 goal for 30 days.
20 THE COURT: All right. Anything
21 else by either party?
22 MR. MILLER: Your Honor, if the
23 court orders an auction I would ask for further
24 order that proceeds be immediately available, at
25 least some portion of proceeds be immediately

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1 available to Mr. Fenton for his continued --
2 THE COURT: Once the money is placed
3 in the clerk's office, we'll talk about that. I
4 know that may be an issue.
5 MS. STORY: If he will just send me
6 a list of what he, you know, a pro forma of what
7 he wants, what his budget might be, how much he
8 thinks he is going to need to buy us time to get
9 us to our mediation or to trial, I certainly will
10 be reasonable with that.
11 THE COURT: Okay. Let me tell
12 y'all, none of this is pleasant.
13 MR. MILLER: I know that you are
14 about to -- I hate to do this. My client really
15 doesn't prefer that I tell you this, but the
16 timing is especially difficult for him to deal
17 with because he has several -- he has several
18 mental issues. He has anxiety and depression
19 disorders that make this a very crippling task to
20 handle: Gathering personal things, getting a job
21 set up, trying to land somewhere.
22 There's no family or friends in town
23 willing to give him a place to stay in the very
24 near term, and so if the court can be generous and
25 give him as much time as you can possibly see, I

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1 would appreciate that. My client would. That
2 seems to be justice. In this case we're about 90
3 days since bankruptcy. It sounds like we have
4 another -- is it an additional 90?
5 MS. STORY: Ninety. I would say 90
6 to 120.
7 MR. MILLER: So if we can have
8 something approaching the 60- to 75-day range,
9 that would still put us within that window. We
10 can still proceed with the bankruptcy unimpeded.
11 My client would have the best fighting chance to
12 land on his feet.
13 THE COURT: Right.
14 MS. STORY: Here's my comments about
15 that. I know that his father has a summer home in
16 Tennessee. His mother has been giving him money.
17 He has a place to live, albeit in Michigan, but
18 they don't have -- we would -- if he vacated the
19 property we could meet with the auctioneer out
20 there and take care of that.
21 He doesn't have -- I mean, if he
22 just wants to vacate and go, get the tenants out,
23 we'll meet with the auctioneer and take care of
24 the auction. My client has mental health issues
25 too and physical debilitating issues, and she's

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1 trying to work, but we have to do what we have to
2 do, and that's the quickest we can get money in
3 his pocket and give us some relief.
4 THE COURT: All right. I'm going to
5 go ahead and rule. I respect and appreciate the
6 argument of both counsel, and you are very good at
7 this. You are very articulate. You are very
8 calm. You are very -- you understand what it
9 means to sit down with a lawyer and try to talk
10 things out, but still represent your client's
11 interests.
12 I can tell, so it's nice to see
13 someone who knows what they're doing.
14 MR. MILLER: I appreciate that,
15 Judge. Thank you.
16 THE COURT: I mean that, I really
17 mean that. You are very calm and articulate. You
18 know what you're doing. I respect your approach.
19 I really do. Did you know Bruce Moore, or do you
20 know him?
21 MR. MILLER: I think I've maybe met
22 him in passing.
23 THE COURT: Well, he's one of my
24 lifelong friends. He's been with HCA forever.
25 He is a great guy. I don't mean that in a bad

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way. I just kid my buddy. But anyway, he is a great guy. If you are ever back over there, get to meet him because he is a good man.

MR. MILLER: Will do, your Honor. Thank you. I appreciate those comments.

THE COURT: You are very welcome. I don't have a magic wand here. I wish I did where I could please everyone, but I can't. We all know that in these types of cases it is very difficult, but we got to move. I understand the exigencies of the issues here. I understand the time limitations of the path through bankruptcy, et cetera.

I understand that there's a potential lawsuit that may come down the road. I understand this is the biggest asset, and you can try to get the highest and best dollar, all kinds of different elements that go into making a decision, so this is what I would like to do.

The home will be sold at auction in 45 days. Y'all will discuss and try to agree upon an auctioneer. Obviously, you two good lawyers, three lawyers, will do whatever is necessary to obtain the services of a good auctioneer who will market the sale in a marketable fashion that will

1 not invite a desperation offer.
2 Both sides will follow the
3 directives of the auctioneer or their agent with
4 regard to visiting the interior of the home to
5 determine a fair range of auction sale, sale
6 price and to review, look at and tag personal
7 items, if necessary, for sale.
8 Both parties through their
9 attorneys will give the auctioneer their
10 absolute, full cooperation even though it is
11 difficult, but that must be done. Once the
12 auction has been completed. the proceeds, netted
13 proceeds of the auction after expenses and
14 commissions are paid as a result of the auction
15 will be placed in the -- are we Chancery or
16 Circuit?
17 MS. STORY: Chancery.
18 THE COURT: In the Chancery Court
19 clerk's office in an interest-bearing account in
20 both parties' names. How do we do that now? Do
21 y'all put it in your name now? However it's
22 done.
23 MS. STORY: I think it might be in
24 Ms. Beeler's name.
25 THE COURT: I think it is.

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1 MS. STORY: On behalf of.
2 THE COURT: Right, exactly, bnf or
3 on behalf of. If moneys are needed after the
4 moneys are deposited I will definitely entertain
5 a request for withdrawal of either side's
6 equitable interest in those moneys from the
7 clerk's office. That will have to be done either
8 by agreement of the parties or a court hearing.
9 It will be a straight auction
10 without reserve, and I believe that's it. Let
11 me ask this question. I really don't believe,
12 now that the husband is represented by excellent
13 counsel, that we're going to have any problems
14 with the husband trying to stall the auction or
15 interfere directly or indirectly in any way.
16 Is there a restraining order against
17 him at this point in that regard?
18 MS. STORY: There's just the
19 standard restraining order that went down, the
20 statutory from harassing, threatening or
21 intimidating or dissipating marital -- dissipating
22 assets or encumbering. Then the ex parte from
23 contact so there's nothing to prevent him from
24 stalling the sale of the house.
25 THE COURT: What do you say about

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1 that, Ms. Story?
2 MS. STORY: Well, I would like it in
3 there.
4 THE COURT: I know you would. I'm
5 going to put it in there because I want this sale
6 to go off. I've made a decision about how to do
7 it, when we're going to do it, and I want to make
8 sure because of the immediacy of this issue, that
9 it gets done without any interference, and I
10 believe that the husband will cooperate and will
11 be a gentleman even though it's all difficult.
12 He will do whatever is necessary to
13 get this asset sold and get the money into the
14 clerk's office as quickly as possible so that he
15 may share in some of the proceeds on an immediate
16 basis if he feels that he needs to.
17 So the husband will be enjoined and
18 restrained from interfering in any form
19 whatsoever directly or indirectly with a smooth
20 transition and preparation of the home for
21 auction. Yeah.
22 Do y'all need me to order when the
23 tenants should vacate? I will be glad to do it.
24 MR. MILLER: Will you repeat that,
25 your Honor?

1 we're trying to get this property sold through
2 auction, so I'm thinking we need to give the
3 tenant a drop-dead deadline to be out, something
4 that's reasonable.
5 If we're going to auction in 45
6 days, everybody is going to have to be pressed
7 against the wall because of circumstances that
8 have come up in this divorce case. I'm thinking
9 he needs to be out of there in ten days so we
10 don't have that to worry about.
11 MR. MILLER: One thing is I believe
12 Mr. Fenton has already been paid by these tenants
13 for the month of August.
14 THE COURT: Okay. You will have to
15 reimburse them.
16 MR. MILLER: That is probably not on
17 hand because that goes toward his living expenses
18 at the moment.
19 THE COURT: I didn't hear you. I'm
20 sorry.
21 MR. MILLER: The amount required
22 for reimbursement is not on hand because that
23 goes to his living expenses, so if we could put
24 their leave date at the very end of the month
25 so that he doesn't owe any further

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1 reimbursement.
2 THE COURT: At the end of this
3 month?
4 MR. MILLER: At the end of August.
5 THE COURT: Today is August 1st.
6 MR. MILLER: Right.
7 THE COURT: What do you say, Ms.
8 Story?
9 MR. MILLER: Are you saying that
10 they need to move out ten days from today or ten
11 days after the auction? You're saying from
12 today?
13 THE COURT: Well, y'all tell me.
14 What I'm trying to do is to prevent unexpected
15 problems and issues that come up. Again there's
16 so many things I don't know and y'all don't know,
17 but the last thing I want to do is have an
18 auctioneer coming in there and tripping all over
19 the tenant and the tenant getting --
20 I mean I don't know anything that's
21 going to happen. I just want that to be a
22 non-issue, so if the tenant is out of there it is
23 a non-issue. Any reimbursement, we'll have to
24 deal with that, but it's going to have to be paid
25 back to keep him happy. He may not be happy at

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1 all. Again I can't solve all the problems, but,
2 you know, we're just going to have to move through
3 here with what's necessary.
4 MR. MILLER: Since we are --
5 MS. STORY: I think she is okay
6 with letting him stay until August 30th if he
7 gives them notice today, because that way, 15
8 days to find the auctioneer for us to get that
9 started. Then the auctioneer is going to
10 advertise.
11 THE COURT: Okay.
12 MS. STORY: Then tell Mr. Fenton
13 what he needs to get out of the house I'm sure, so
14 I think we would be okay with August 30th.
15 MR. MILLER: She just made my next
16 point. I appreciate that.
17 THE COURT: Good deal. Okay.
18 Anything else that we need to talk about?
19 MR. MILLER: The only question I
20 would have is about personal property between
21 the two of them. Wanting to know if Mrs. Fenton
22 has anything in particular we should be aware of?
23 MS. STORY: There's a couple of
24 things. We'll make a list.
25 MR. MILLER: We don't want any

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further headache about stuff like that.

THE COURT: I respect that. Thank you. Let's do this. Are y'all going to make a -- you've already --

MS. STORY: There's a few little things she wants. We'll make a list.

THE COURT: Okay, good enough.

MS. STORY: I can do that.

THE COURT: If you will put that in the order as well. Do you want a deadline for her to get that list of property out of the home? Y'all are doing really well.

MR. MILLER: A couple of days, ten days?

MS. STORY: Ten days.

THE COURT: That will work. I think we covered it all.

MR. MILLER: Thank you, your Honor.

THE COURT: Is that it? Very good. Can I get both of you to sign off on that order, please, and I'll sign it whenever it's prepared. I believe that's it. Any other questions?

MS. STORY: No, your Honor.

THE COURT: Very good. Thank y'all very much. It's good to see y'all.

MS. STORY: We're off the record?

THE COURT: Yes.

(Whereupon, this was all that was heard in this cause, this the 1st day of August, 2019.)

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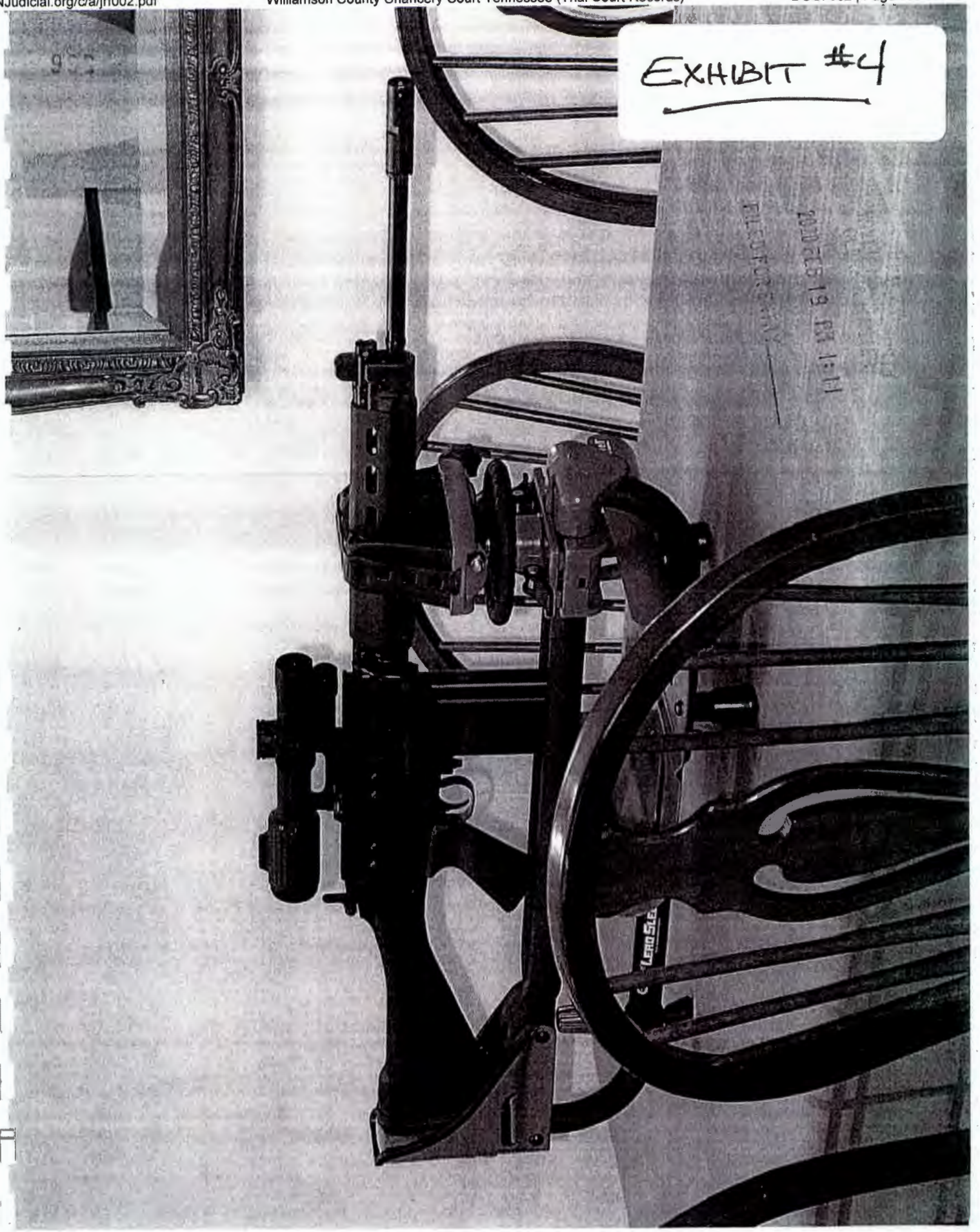
1 REPORTER'S CERTIFICATE

2

3 I, Susan D. Murillo, Certified Court
4 Reporter in and for the State of Tennessee, do
5 hereby certify that the above proceedings were
6 reported by me and that the foregoing 42 pages of
7 the transcript is a true and accurate record to
8 the best of my knowledge, skills and ability.
9 I further certify that I am not
10 related to nor an employee of counsel or any of
11 the parties to the action, nor am I in any way
12 financially interested in the outcome of this
13 case.
14 I further certify that I am duly
15 licensed by the Tennessee Board of Court Reporting
16 as a Licensed Court Reporter as evidenced by the
17 LCR number and expiration date following my name
18 below.
19
20 _____
Susan Murillo, LCR #224
21 Expiration Date: 6-30-20
118 Wheaton Hall Lane
22 Franklin, Tennessee 37069
23
24
25 565

Case 1:23-cv-01097-PLM-RSK ECF No. 1-25, PageID.1226 Filed 10/13/23 Page 18 of 52

EXHIBIT #4



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Tennessee
THE VOLUNTEER STATE

USA
TN

HANDGUN
CARRY
PERMIT

PERMIT NO.
093973585
DOB
01/22/1973

EXP 03/12/2019

SEX F HGT 5'-04" EYES BRO
DD 901141209181010 0
HCP

FENTON
FAWN TIFFANY
1986 SUNNY SIDE DR

BRENTWOOD, TN 37027

568

FAWN T. FENTON

1986 Sunny Side Drive, Brentwood, Tennessee 37027
Email: [redacted]
Tel: (615) [redacted]

Self-Defense Handgun Instructor

CERTIFICATIONS & AFFILIATIONS

- **NRA Certified Basic Pistol Instructor**
- **Tennessee Department of Safety Concealed Carry Instructor**
- **Front Sight Firearms Training Institute Handgun Instructor, Pahrump, NV**
- **CCWP Instructor at The Range Incorporated, Centerville, TN**
- Nashville Police Department, Citizens Police Academy, Spring 2009
- Mount Juliet Police Department, Citizens Police Academy, Spring 2004
- Member of the NRA since 2004, Life Member since 2012
- Certified Trainer with NRA "Refuse to Be a Victim" Program
- Member of the United States Practical Shooting Association since 2003

TRAINING

- Front Sight Firearms Training Institute, 4-Day Practical Rifle (FN-FAL & AR15), January 2018
- Front Sight Firearms Training Institute, 4-Day Defensive Handgun, March 2013
- Front Sight Firearms Training Institute, 4-Day Armorers Class – AR15, March 2010
- Front Sight Firearms Training Institute, 4-Day Line Coach – Defensive Handgun, March 2010
- Front Sight Firearms Training Institute, 4-Day Instructor Development, February 2009
- Front Sight Firearms Training Institute, 4-Day Practical Rifle (AR-15), February 2008
- Front Sight Firearms Training Institute, Handgun Master Prep, January 2007
- HGR Firearms NRA Basic Pistol Instructor Certification Course, June 2006
- Front Sight Firearms Training Institute, 4-Day Defensive Handgun, January 2006
- Front Sight Firearms Training Institute, 4-Day Practical Rifle (AK-47), January 2005
- Tactical Response, 2-Day Fighting Pistol, May 2004
- Vanderbilt Rape Aggression Defense Systems, December 2003
- The Range Incorporated, Advanced Handgun II, November 2003

- Front Sight Firearms Training Institute, 4-Day Defensive Handgun, October 2003
- The Range Incorporated, Advanced Handgun I, April 2003
- The Range Incorporated, State Concealed Carry Course, February 2003
- Front Sight Firearms Training Institute, 4-Day Defensive Handgun, October 2002

REFERENCES

JOHN HUTCHERSON ▪ Owner, The Range Inc. Instructor, DCSO Correctional Officer
T: (615) 662-6815, Nashville, TN therange@bellsouth.net

RICK MORELLO ▪ Front Sight Firearms Operations Manager, Instructor
T: (800) 987-7719, Pahrump, NV morello@frontsight.com

MARK [redacted] ▪ Brother, U.S. Marine Veteran
T: (949) 565-6204, Lake Forest, CA mark.davenport@live.com

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Fawn's Ammunitions: Taken During Separation

TOTAL ESTIMATED VALUE: **$1,993.41**

Fawn T. Fenton

[redacted] Brentwood, TN 37027

(615)[redacted]

Item #	Make / Model	Item / Description	Bullet Weight (Grains)	Muzzle Velocity (FPS)	Bullet Style	Serial Number / ID Number	Date Purchased
1	Federal American Eagle (XM193)	5.56 x 45mm	55	3,165	FMJ	Case UPC: 50029465094602	11/7/2016
2	Federal American Eagle (AE223)	223 REM	55	3,240	FMJ-BT	Box UPC: 029465084820	2/4/2005
3	PMC Bronze (308B)	7.62 x 51mm (.308 WIN)	147	2,780	FMJ-BT	Case UPC: 20741569060282	11/8/2016
4	Hornady TAP (#80968)	7.62 x 51mm (.308 WIN)	168	2,700	TAP FPD	Box UPC: 090255809688	11/8/2016
5	Federal American Eagle (AE40R3)	.40 S&W Target	165	1,130	FMJ	Case UPC: 50029465092813	11/7/2016
6	CCI Blazer Brass (5210) A-08-K-23	.40 S&W Target	165	Unknown	FMJ	Box UPC: 076683052100	2/4/2005
7	Federal Premium HST LE (P40HST1)	40 S&W Tactical	180	1,010	JHP	Box UPC: 029465094454	11/8/2016
8	Federal American Eagle (AE9AP)	9mm LUGER	124	1,150	FMJ	Box UPC: 029465088569	2/11/2010
9	Federal Premium HST LE (P9HST2)	9mm LUGER Tactical	147	1,000	JHP	Box UPC: 029465094447	11/8/2016
10	Federal Classic HI-SHOK (C38J)	.38 SPECIAL +P	125	950	JSP	Box UPC: 029465092955	Unknown
11	Miscellaneous Ammo Boxes	.40 Federal | .22 CCI | .223 Winchester	Misc	Misc	Misc	Misc	Unknown
TOTALS	**INVENTORY ITEMS: 11**						

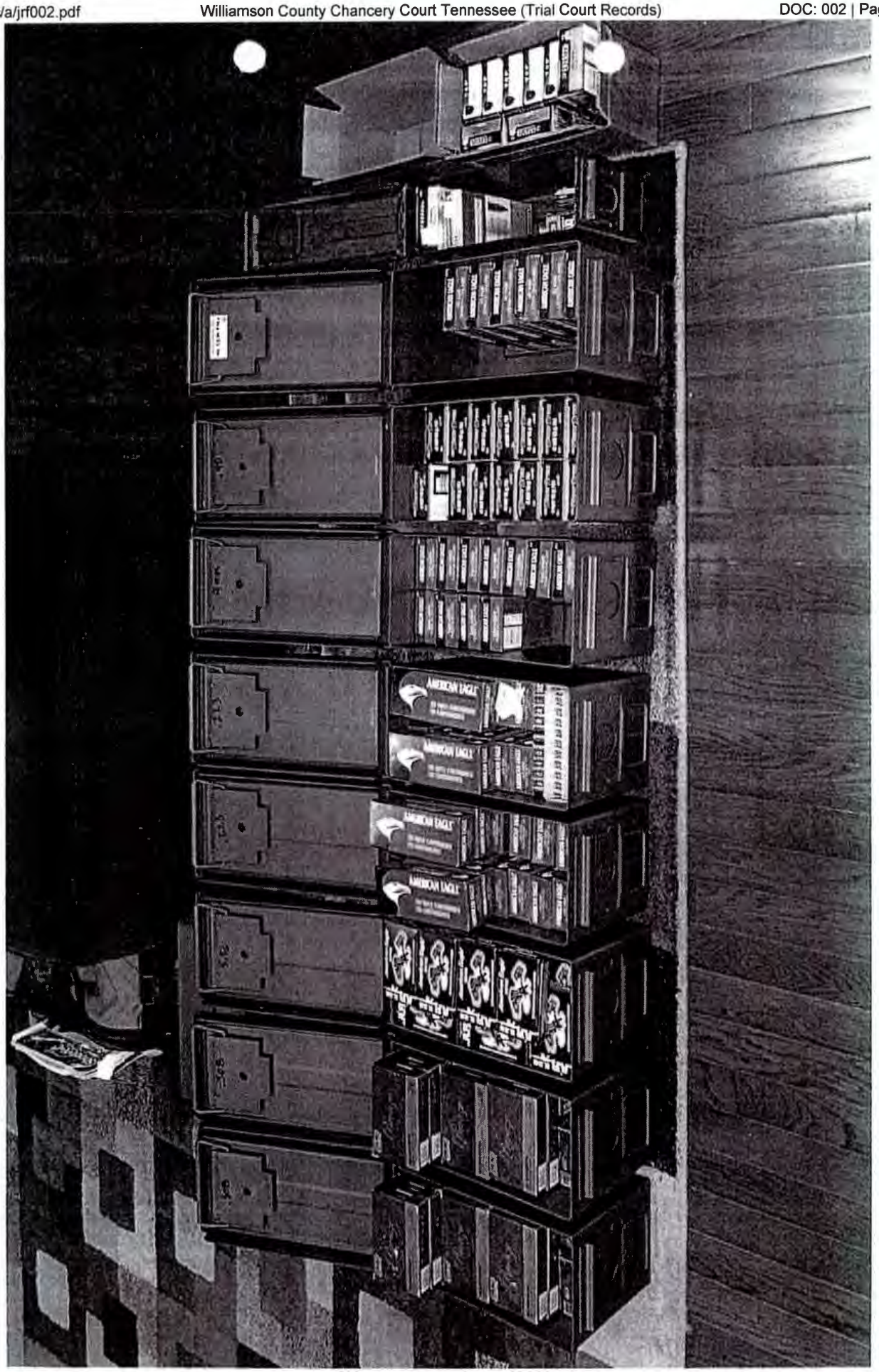
COUNTED, SIGNED-FOR, AND TAKEN BY FAWN ON 5/1/2018

572

INVENTORY DATE: **5/1/2018**

Insurance company:	Donegal Insurance Group
Insurance company phone:	(800) 877-0600
Policy number:	HOC 8115950
Insurance agent:	Will & Anna Lima Montgomery (Montgomery & Assoc.)
Insurance agent phone:	(615) 829-8457
Insurance agent address:	1730 General George Patton Dr, #212, Brentwood, TN 37027

Where Purchased	Quantity Purchased	Purchase Price	Price per Round	Date Counted	Quantity Counted	Estimated Current Value	Notes
SportsmansGuide.com	1,000	$372.38	$0.37	5/1/2018	1,000	$372.38	2x 500 Round Cases (25 Boxes of 20 Rounds Each)
AmmoMan.com	1,000	$219.00	$0.22	5/1/2018	780	$170.82	39 Boxes of 20 Rounds
SportsmansGuide.com	1,000	$645.98	$0.65	5/1/2018	1,000	$645.98	2x 500 Round Cases (25 Boxes of 20 Rounds Each)
SportsmansGuide.com	100	$132.95	$1.33	5/1/2018	100	$132.95	5 Boxes of 20 Rounds
SportsmansGuide.com	1,000	$326.78	$0.33	5/1/2018	300	$98.03	6 Boxes of 50 Rounds Each
AmmoMan.com	1,000	$179.00	$0.18	5/1/2018	700	$125.30	14 Boxes of 50 Rounds
AmmoMan.com	300	$234.00	$0.78	5/1/2018	50	$39.00	1 Box of 50 Rounds
AmmoMan.com	1,000	$289.00	$0.29	5/1/2018	550	$158.95	11 Boxes of 50 Rounds
AmmoMan.com	100	$90.00	$0.90	5/1/2018	100	$90.00	2 Boxes of 50 Rounds
Unknown	500	$125.00	$0.25	5/1/2018	380	$95.00	19 Boxes of 20 Rounds (Guessed at Pricing)
Unknown	220	$65.00	$0.30	5/1/2018	220	$65.00	Fed = 50 Rounds | CCI = 150 Rounds | Win = 20 Rds
		$2,679.09			**5,180**	**$1,993.41**	


AMERICAN EAGLE
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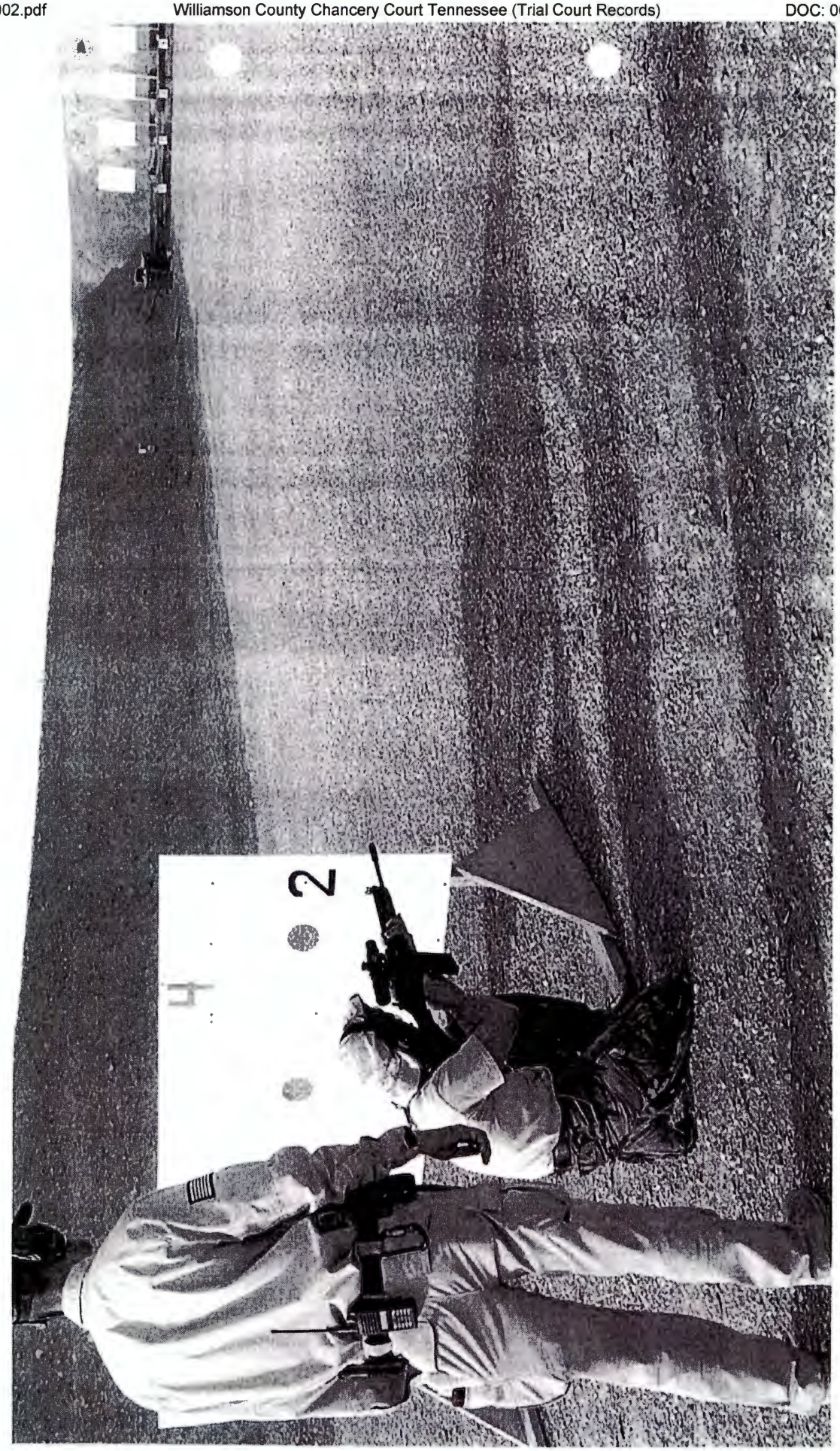
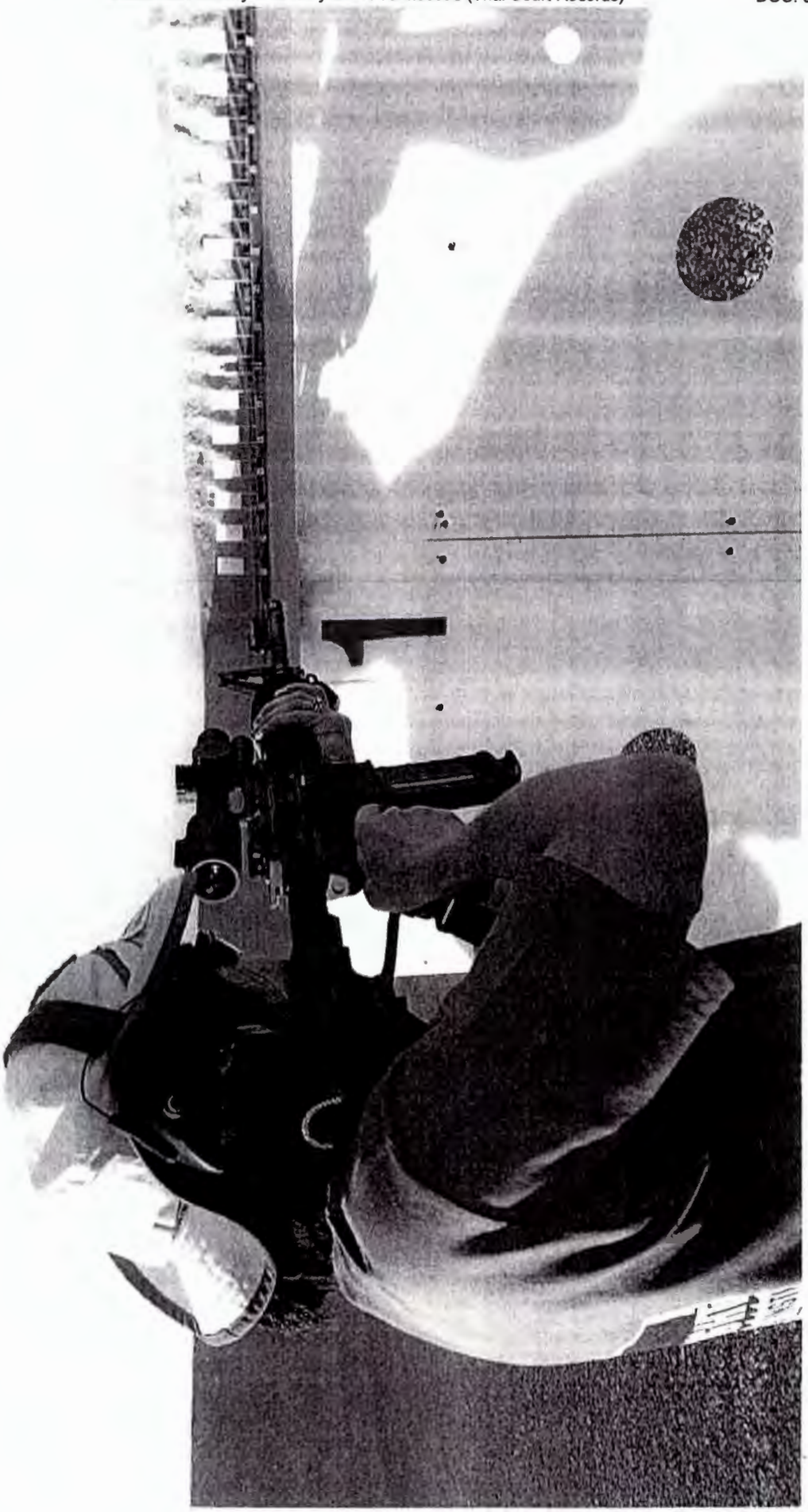


575



577

FRBP Violated: #3:19-bk-02693

TNJudicial.org/ca/jrf002.pdf

STATE CERTIFIED HANDGUN INSTRUCTOR

Awarded to

Fawn T. Fenton

ID # 197 / 30 / 1220

Presented by

Tennessee Department of Safety

Issued 5/8/12 **Expires** 8/15/15

Program Director

Commissioner

SF-1106

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TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: 48419B)

Williamson County Chancery Court Tennessee (Trial Court Records)

JRF.002.1588.00

DOC: 002 | Page 588 of 719

FRBP Violated: #3:19-bk-02693

TNJudicial.org/c/a/jrf002.pdf

Williamson County Chancery Court Tennessee (Trial Court Records)

DOC: 002 | Page 589 of 719

NATIONAL RIFLE ASSOCIATION OF AMERICA
INCORPORATED 1871

National Rifle Association of America

Certificate of Membership

This certifies that

Fawn Fenton

has fulfilled the requirements of a

Life Member

as set forth in the bylaws of the Association

Date April 26, 2012 *National Rifle Association*

Executive Vice-President

579

TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: 48419B)

JRF.002.1589.00

FRBP Violated: #3:19-bk-02693

TNJudicial.org/c/a/jrf002.pdf

Thank you for your efforts in promoting the safe and responsible use of firearms

- Each team instructor gets full credit for the course when you team teach.
- Remember to report your courses within 10 days of completion at nrainstructors.org.

National Rifle Association Credentials

FAWN T. FENTON

Instructor

Certified Pistol

New ID Card Enclosed

FAWN T. FENTON
1986 SUNNY SIDE DR
BRENTWOOD, TN 37027-5404

Edward J. Land, Jr., Secretary

NRA # 137202242
Expires: 8/31/2016

Not valid for conducting NRA Law Enforcement or NRA Security Officer Training Courses.

Detach card and carry in wallet. This appointment is valid until the date shown. Prior to the expiration date on this card you will be given an opportunity to renew. Be sure to return the renewal application promptly when it comes.

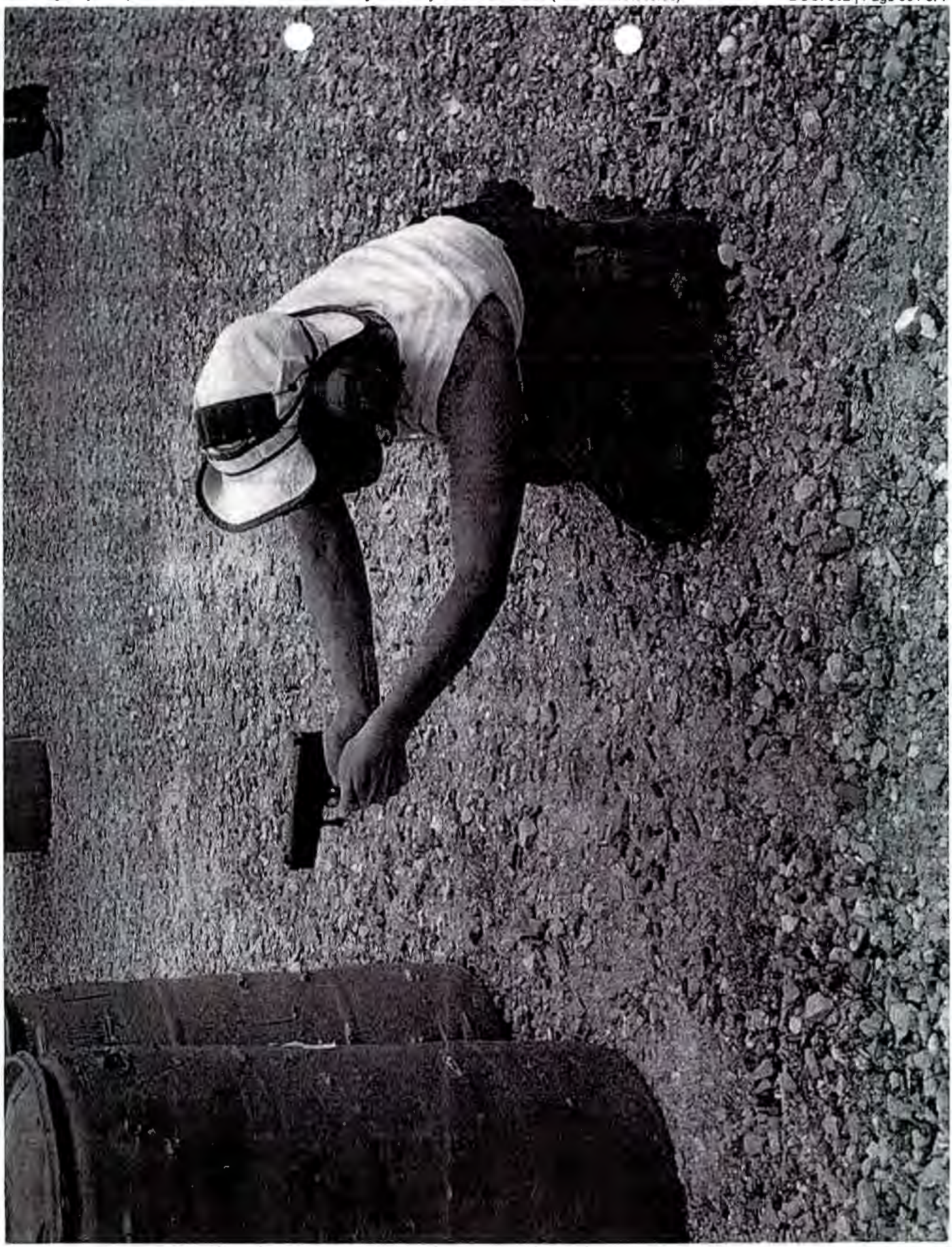
New ID Card Enclosed

8/6/2013 15:12:04

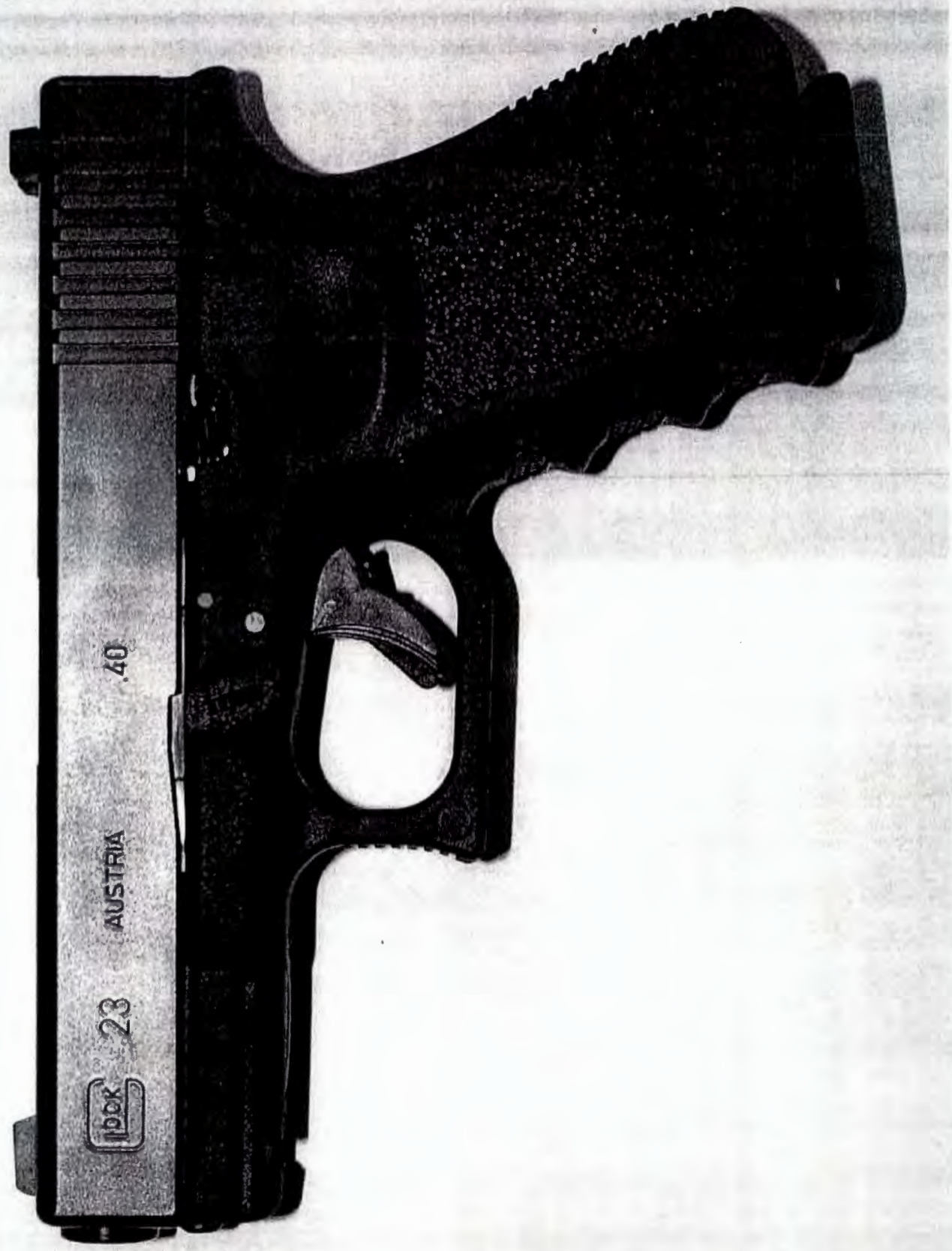
580

TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: 48419B)

Williamson County Chancery Court Tennessee (Trial Court Records)



582



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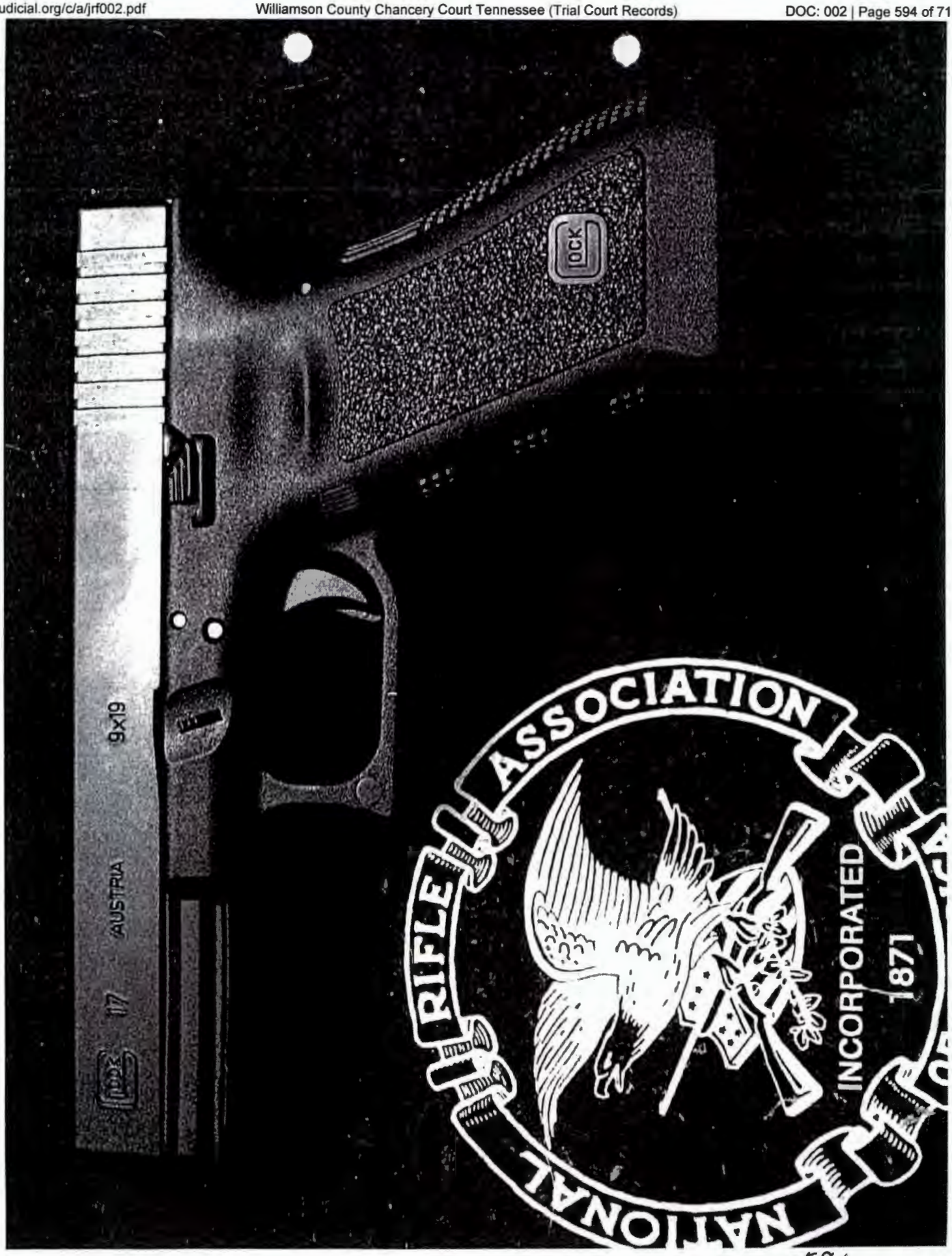
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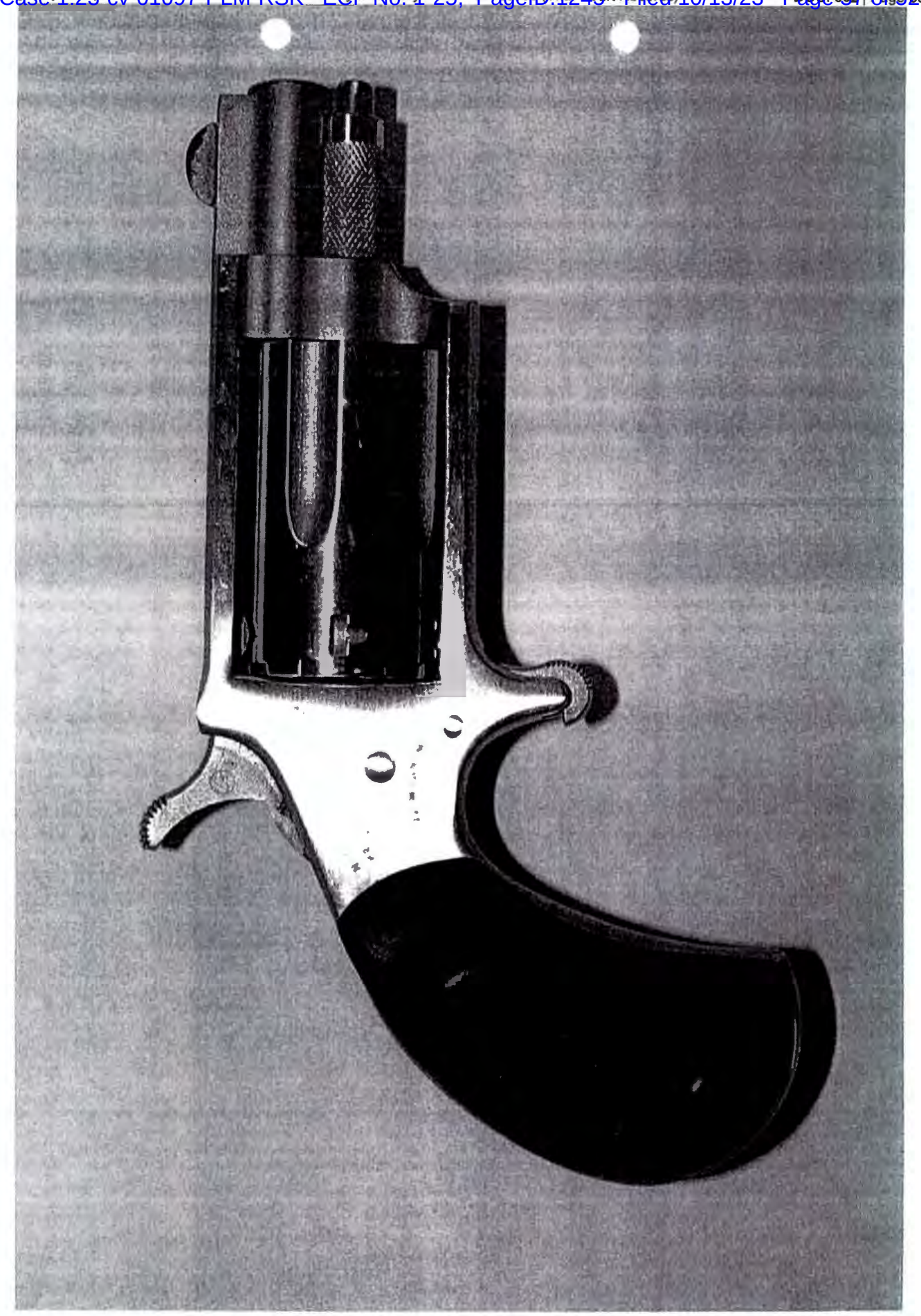

585

FRBP Violated: #3:19-bk-02693

TNJudicial.org/c/a/jrf002.pdf

OPERATIONS REPORT

1. AGENCY	2. PERSON RECEIVING COMPLAINT	3. DATE/TIME RECEIVED (24 HR. CLOCK)	5. TIME ARRIVED	7. CASE NUMBER
WILLIAMSON COUNTY SHERIFF'S OFFICE	2265 - Dep. Warren P. Cagle	04/22/2018 21:29	21:38	2018-9643
		4. TIME DISPATCHED 21:29	6. TIME COMPLETED 22:25	

8. NATURE OF INCIDENT: DOMESTIC-VERBAL - Event #1804060888

9. LOCATION OF INCIDENT: 1986 Sunnyside Drive, Brentwood, TN 37027

LOCATION CODE	REPORTING ZONE	DISPATCH ZONE/SECTION
01	1	1
PATROL ZONE/GRID: 1	OTHER ZONE/BEAT:	

10. VICTIM / COMPLAINANT / ACCUSED / VEHICLE: Fenton, Fawn Tiffany - 1986 Sunnyside Drive, Brentwood, TN 37027

11. ACTION TAKEN

On 04/22/2018, at approximately 2138 hours I arrived at 1986 Sunnyside Drive, Brentwood, Tennessee, in reference to a Verbal Domestic call. Once on scene, I made contact with the complainant, Mrs. Fawn Tiffany Fenton . Mrs. Fenton she had informed her husband, Mr. Jeffery R. Fenton that she wanted a divorce. This led to a verbal dispute between Mr. And Mrs. Fenton. Mrs. Fenton felt unsafe as the argument escalated and contacted law enforcement. I spoke to both parties involved and concluded that the dispute was verbal only. Mrs. Fenton voluntarily elected to gather some belongings and go stay with a friend for a few days.

FAWN CAME BACK TO THE HOUSE THE NEXT DAY, BY HERSELF, TO PICK-UP BUNNY HAY + WOOD CHIPS, PERFECTLY CALM, WHICH SHE COULD HAVE PURCHASED FROM ANY PET SUPPLY STORE FOR $15.00. I CALMLY HELPED HER CARRY IT TO THE CAR, ASSISTING WITH ANYTHING ELSE SHE WANTED TO TAKE. THERE WAS NO FRICTION BETWEEN US, HER MIND WAS OBVIOUSLY MADE UP, I UNDERSTOOD AND ACCEPTED IT. I HELPED FAWN AS MUCH AS POSSIBLE, FOR THE MONTHS TO COME, AS SHE SLOWLY MOVED.

12. CLASSIFICATION	13. HOW RECEIVED	14. DISPOSITION	15. OFFICER ASSIGNED	17. DATE PRINTED
[x] General Police [ ] Traffic [ ] Emergency [ ] Crime [ ] Special Activity [ ] Technical Service	[ ] Phone [ ] On-View [ ] Walk-In [x] Radio	[ ] Pending [x] Complete [ ] See Inv. Report	2265 - Dep. Warren P. Cagle 16. OFFICER SIGNATURE	MO 05 / DAY 02 / YR 2018

596

TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: 48419B)

JRF.002.1596.00

Williamson County Chancery Court Tennessee (Trial Court Records)

11

Others Involved

Seq. #	Person Type:	Involvement:	Name:
1	Other	Husband of Complainant	Fenton, Jeffery R

Home Address:	Home Phone Number:
1986 Sunnyside Drive, Brentwood, TN 37027	

Social Security Number:	Driver's License Number:	State:	Date of Birth:	Age:	Race:	Sex:

587

FRBP Violated: #3:19-bk-02693
TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: 48419B)
JRF.002.1597.00
TNJudicial.org/c/a/jrf002.pdf
Williamson County Chancery Court Tennessee (Trial Court Records)
DOC: 002 | Page 597 of 719

Fawn Fenton
(615) 333-73[redacted] · mobile

You are WRONG about my motives for selling the house and you are WRONG about me having evil and selfish intentions to increase or decrease the sale value. As usual, you are being a [redacted] when I don't agree with everything you want, and you resort to insulting me and verbally attacking me to try to get your way.

Fawn Fenton (mobile) · Jan 30, 12:13 AM

You just called me a dick and accused me of verbally attacking you, in the same sentence.

Jan 30, 2:31 AM

588

Fawn Fenton
(615) 333-7877 • mobile

I want to get your drive data done and back yo you before my court response is due. Can i pick it up from you today so i can get the data transfering? Maybe at the hyatt, target, or the entrance to your apartments?

Oct 14, 2018

Oh hello
Sorry I haven't looked at phone in awhile
Ok yes, you can come to my apartment if you want.

Fawn Fenton (mobile) • Oct 14, 2018

Ok, what is the addrrss? I know i recorded with call with brendan, but i didn't write it down, since you didn't want me to have.

Still have it in encrypted conversaylons directory. But never wrote it down.

I was just looking for an altermative "MyBook" or something to let uou borrow. But they are slow as fuck, plus i'd need to move data off and reformeat first. So using your drive would be MUCH quicker!

Oct 14, 2018

Ok, you just have to promise not to linger... you can come in for a minute if you want, but then go without arguing. Ok?

Fawn Fenton (mobile) • Oct 14, 2018

Sure. Just let me visit with the kids for a moment, won't sat much to you. Just need to pickup drive, have ready for you in twp days.

I've never seen the place, i,m kida curious. I'm looking around the crawl space and freaking out at needing to fit all that inside a one bedroom apartment.

Oct 14, 2018

Ok. From OHB, turn right at Stone Brook Drive across from Panera/Target... go all the way up hill. Do not turn left on Fox Ridge drive... keep going up past that. The road dead-ends at the entry to the Brentwood Villas condos... turn left right before you go in there, to [redacted] apartments.

Fawn Fenton (mobile) • Oct 14, 2018

Hot a feeling will end up tenting a pickup for a week again and take a lot to the dump. Just no space... and i want one bedroom apartment to be comfortable, not clutter fucked.

Oct 14, 2018

I am the very first building closest to the entry driveway, Bldg A. Park anywhere, there's no assigned parking or anything. I am 102, down the first set of stairs closest to the end of the bldg.

589

Fawn Fenton (mobile) • Oct 14, 2018

Ok, in now a good time? Need to brush my teeth. Want me to bring Tweetie?

See, now I don't need to worry about you serving me anymore.

Do you want me to bring Tweetie food and trade pup pup for tweetie until tomorrow morning?

Now I can help drop off & swap.

Up to you.

Oct 14, 2018

No, I don't want to trade puppy.
You can bring tweetie if you want, of course.
Now is fine.

Fawn Fenton (mobile) • Oct 14, 2018

Ok, give me a minute to wrangle her into her diaper. She eats all healthy food now, hasn't had a sunflower seed since you left. She still seems to be balding a but on the top... probable needs mire fruit and veggies... haven't been shopping much lately. Give me a few and I'll head your way. Need anything?

Oct 14, 2018

590

Did you leave i[illegible] his little plant?? 🌱🌿🌴🌱🌳

Fawn Fenton (mobile) • Feb 4, 9:50 PM

Sorry I missed you! I was at the grocery store replenishing my junk food

Fawn Fenton (mobile) • Feb 4, 9:56 PM

Lol! I wasn't going to knock anyways. But I was a little afraid I had the wrong place... night time, raining, can't see.

So I drove back out your complex to make sure I was at the second entrance, then I looked up your address on my phone, and it said it was right. 😂

I thought that maybe you were at an AA meeting....

Feb 4, 10:00 PM

I like the fact that the wind doesn't blow much down in that cubby. It is pretty easy to leave stuff without worrying what will happen.

I figured you would be inside and you would find in the morning... I tried to step quiet so not to alert puppy.

Feb 4, 10:02 PM

It says that it's a "money tree". I figured that was what we could use right about now!

Feb 4, 10:03 PM

AA meeting... Hahaha... No, came home from work and fell asleep until about 8:pm, then got up and went to storage to drop off some of the stuff I picked up from you yesterday, then went grocery shopping.

Yes that's funny! Money tree!

Fawn Fenton (mobile) • Feb 4, 10:03 PM

I almost got a little bonsai fern... but it didn't have any care instructions, so I was afraid you might kill it. It was pretty too though! So many choices!

Lol@

Feb 4, 10:04 PM

591

[redacted]

From: Fawn Fenton <[redacted]
Sent: Tuesday, May 21, 2019 1:40 PM
To: Jeff Fenton
Subject: Re: Gift
Attachments: 20190519_151808_resized.jpg

Categories: Yellow category

Yes, I emailed you earlier asking if it was you that left the bunny plant on my doorstep. You didn't see my email I guess. Thank you - it's very cute!

I am not getting rid of the concrete bunny boys... They have lived out there by my front door ever since I brought them here. I just like having something cute to see when I come home every day.

Today is Pooey's 11th birthday!! Yay Super-Pooster!
I actually have been letting Pooey be loose in the living room all the time lately... He never gets locked in his cage. (Even when I'm sleeping or not home... Pooey has been good!) I use one of the white folding gates to contain Pooey in a smaller area when it's Cute-cute's turn to come out and play; but when cute-cute goes back in his cage, Pooey is set free again. 😀
(I experimented awhile with various forms of bunny freedom.... Cute-cute didn't seem to like it. He would pace around and be restless, and would get into mischief and make huge messes by tossing poo-boxes and throwing hay everywhere. Cute-cute just wants his shelf in the big cage.) Surprisingly, Pooey is WAY less messy than Cute-cute!
Cute-cute is a bratty menace, intentionally making messes to get attention!
🤣🤣🤣

Sent from Samsung Galaxy smartphone.

-------- Original message --------
From: Jeff Fenton [redacted]
Date: 5/21/19 11:38 (GMT-06:00)
To: Fawn Fenton <[redacted] Fawn Fenton <[redacted]
Subject: Gift

Hello!

Did you find your little gift outside your front door? Or did you walk right past it? (Or over it?)

I saw the concrete bunny boys out there, which I hope doesn't mean that you are getting rid of them.

Is everything ok?

Hope so.... your gift is eventually perishable....

Please let me know if baby bunny and pooey are ok... and you and Sarah.

Gracias!

593

594

EXHIBIT #5/#6

[redacted]

From: Ruth Stockell <ruth@rothschildbklaw.com>
Sent: Friday, June 14, 2019 2:53 PM
To: [redacted]
Subject: Rothschild & Ausbrooks appointment cancelled for Monday June 17th

CLERK & MASTER
2020 FEB 19 PM 1:11
FILED FOR ENTRY

Hello Mr. Fenton, we cancelled your appointment with our office for Monday, June 17th. It has been brought to my attention we currently represent your soon to be ex-wife. This would be a conflict of interest, therefore, you will need to secure representation from another attorney.

I apologize for any inconvenience.
Sincerely, Ruth

Ruth Stockell
Rothschild & Ausbrooks, PLLC
1222 16th Ave. S
Suite 12
Nashville, TN 37212
Phone # 615-242-3996
Fax# 615-242-2003
ruth@rothschildbklaw.com

Find us on Facebook

Jeff Fenton

From: Fawn Fenton <[redacted]
Sent: Sunday, June 16, 2019 4:49 PM
To: Jeff Fenton
Subject: RE: IRS Claim & Chapter 13 Bankruptcy (Where do we stand?)

Where did you get copies of my bk docs?
I have no obligation to communicate with you at all, but I'll clarify a few of your questions.

I've already had one hearing; the IRS objections have been taken care of, they're zeroed out. And no, I still have not heard anything about the 2017 tax returns.
For 2016, I filed as "married filing separately", which is why I came up owing the $412 (because the single tax rate is so much higher than the married rate.) Since it wasn't that much, I decided to just pay it, in order to leave the returns for 2014 and 2015 with the IRS for you to use later (you will need to file your own 2016 return by next April) or it can be divided through the divorce.
In my bk filing, I've asked the judge to prevent BofA and BCS from foreclosing on the house for 6 months, to give me/us time to sell it. My lawyers (at R&A) have already negotiated this, and it should be confirmed at the July 15 hearing. It is unlikely I will even need to show up at the July 15 court date, because we hammered everything out at the June hearing.

I am not going to spend any time factfinding for you or giving you advice. You need to take care of yourself. I talked to over a dozen different lawyers in the last couple of months, trying to figure out how to move forward since I cannot reason with you.

From: Jeff Fenton [redacted]
Sent: Sunday, June 16, 2019 2:01 AM
To: Fawn Fenton (fawn[redacted]outlook.com) <fawn[redacted]outlook.com>; Fawn Fenton <[redacted]
Subject: IRS Claim & Chapter 13 Bankruptcy (Where do we stand?)

You break my heart! You absolutely refuse to share anything with me.

Why was I never notified about the IRS claim for 2015, 2016, and 2017? I've been asking for weeks about our 2017 refund which never showed up, yet you told me that you hadn't heard anything from the IRS.

> The Proof of Claim filed by the Internal Revenue Service contains estimates for 2015, 2016, and 2017 Form 1040 Taxes in the amount of $15,910.36, including penalties and interest. The income transcripts for 2015, 2016, and 2017 Form 1040 tax return, attached hereto, have not been processed by the Internal Revenue Service and reflects a lesser amount owed for that year. The Debtor is owed refunds for 2015 and 2017 and has mailed a payment in the amount of $412.00 to the IRS for 2016.

So I'm confused about a few things, which I'm hoping that you can clear up, without me needing to waste more money on legal help, just to understand:

- Did the $412 you mailed the IRS for 2016, take into account the 2014 & 2015 refunds which they already held in their possession?

- Is there a 2016 return, by which you calculated this amount to mail them?
- Can you please send me a copy of all correspondences with the IRS, since they involve me too?
- Do we still need to complete a return for 2016, or is that no longer necessary?

Regarding the house, I understand that you included both BCS and BOA in your list of creditors, and that they both plan to come to your hearing, but I'm unclear if you are trying to forfeit the house or retain the house through your bankruptcy?

- Are the first and second mortgage payments current?
- Is there anything which I need to be concerned about here?

That was nice that you did not attribute any ownership interest in anything to me… as though I'm not a part owner in the house, ext… and providing no amount for supporting me or my household… and that you listed my gun safe, treadmill, and weight set as your assets. Somehow you left all your art out, but I was surprised to see you disclose most of your guns.

Mostly I'm not angry about this, I'm just confused… and heart broken, that all of this could happen and you never even bothered to mention it to me. That you think that little of me.

I won't try to use any of this against you, or interfere in any way. I'm just sad!

So after your confirmation hearing on 7/15/2019, are you expecting anything to change regarding our possession/ownership of our home? How long after than until you expect the final "discharge of indebtedness", so that I can file. Or don't you even receive a discharge since it is a Chapter 13? Can you please find out how long I need to wait until after your hearing date to file Chapter 7 myself, without putting our home or other marital assets at risk? (Until then, I will be piling up default judgment after default judgment, because it is pointless to fight each of these claims in court.)

I would really appreciate it if you could please answer that question for me. I can see that now even though I'm ready and wanting to file bankruptcy, that I can't until after yours is discharged, because it doesn't allow both spouses to file separately yet simultaneously. So I'm going to need to keep bobbing and weaving for at least another month.

I had the Sheriff's Department here again the other day… the same bald guy as before. I just received two letters from attorneys, one to notify me again about the BCS default judgment again, and another which I have not opened yet. I spent an entire day gathering documentation for Rothschild to file myself, before they realized the conflict of interest, since they are already representing you.

I just can't handle all this turmoil and instability. I need to have some foundation to stand upon, in order for me to proceed. Right now, I have nothing, more literally than ever in my life.

So can you please give me some clue of what to expect here? It may be detailed in the 100+ pages of legal forms attached, but it is all overwhelming to me. I can't waste any more time on all of this right now.

Me and my roommates need to know where we stand.

So after your BK, do you have a plan for the divorce? You've shown absolutely no interest in working together towards a fair MDA. Are you planning another legal ambush, or to let sleeping dogs lie for a bit, or ??? It really is self-defeating to keep me guessing all the time… in the dark…. Because you know that it is impossible for me to move forward and improve myself, when I have noting in life that I can count on. When I don't know when I'll be legally attached next. When I don't even know how long I'll have a home, before I will be forced into the street.

If I was sitting there with you and another professional which you have some respect for, you would answer reasonable questions like that from them, but for some reason, you absolutely refuse to answer them for me.

No-one in the world will benefit more than you (and me) once I'm vocationally rehabilitated, working full-time in an area of interest and opportunity, and financially independent again! So why won't you offer me the most basic elements of security, like simply INFORMATION, so that I can leave the house and work towards reaching those goals, instead of waiting for years to pass by, expecting me to "do the right thing", while you refuse to provide me with the one simple ingredient necessary, for me to ever do that? Some simple assurance of safety? Some cease fire? Some timeline? Some opportunity to advance, without needing you to provide my basic financial needs?

I hate this whole fucking roller-coaster ride… where you are my opponent, instead of my partner! It was never meant to be this way!

I'm SORRY! I don't know what I could have done differently to prevent this outcome! But I'm so, so sorry that our marriage has ended in the absolute worst way imaginable… with us both broke, with nothing to our names, with no retirement, with us both in bankruptcy.

How could this be worse?

I wish we would have had an asteroid fall on our home and kill us (or at least kill me), the day before I discovered your plans to divorce me.

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

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WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!

SUBMIT OR RESPOND TO A SUPPORT TICKET HERE.

A DIVISION OF METICULOUS MARKETING LLC

EXHIBIT #7

Jeff Fenton

From: Fawn Fenton <[redacted]
Sent: Thursday, May 16, 2019 5:02 PM
To: Jeff Fenton
Subject: RE: Terminate $500 Per Month - Partial Support - Keeping Utilities in Your Name for Now

2020 FEB 19 PM 1:11
FILED FOR ENTRY

Ok, I am good with keeping the utilities and not sending you checks for now.
Thanks.

From: Jeff Fenton [redacted]
Sent: Thursday, May 16, 2019 1:21 PM
To: Fawn Fenton ([redacted] <[redacted] Fawn Fenton <fawn.fenton@live.com>
Subject: Terminate $500 Per Month - Partial Support - Keeping Utilities in Your Name for Now
Importance: High

Hey Fawn,

Since I haven't heard anything back about transferring the utilities, and if I go bk all my credit cards will be cancelled, even those which I've kept current, I think it is probably best for now, that we leave the SS utilities in your name, and you can just quit mailing me the $250 checks for my expenses every two weeks.

I deposited the final check that I have yesterday anyway, and since this is a bit of a hassle to keep reminding you about, just save this money for now to meet your own financial short-fall, which if I understood you correctly, should completely cure your present negative cashflow.

I've been working on a million projects to make my roommates comfortable (they PEE a lot, so I need to TRY to fix the bonus room toilet), and to secure the house once I start some vocational training or job, which will be next on my list (unless 2016 taxes or bk, temporarily supersedes it).

My stuff is all in chaos now, after cleaning out both "junk rooms", and I still have that lawsuit with BCS to contend with… response due next week.

Anyhow, I primarily wanted to touch base about the money and utilities, since it is a slight deviation from what we previously spoke of. This should benefit you slightly though financially.

I will open a new Netflix account, and email you once I do, so that you can close your account if you are no longer using it.

That way I can setup a new profile for each roommate.

I also still need to deal with AT&T who has been charging me around $95 per month for my cell service, since you ported out.

I also still need to increase my Comcast subscription, since we are exceeding the data cap, due to our three streaming TVs.

Anyhow, I hope that you are well.

JEFF FENTON
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(615) 837-1301 MOBILE
(615) 837-1302 FAX

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