IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE NASHVILLE DIVISION

JEFFREY RYAN FENTON, PLAINTIFF V. **VIRGINIA LEE STORY ET AL.,** DEFENDANTS	**CASE NO. 3:24-CV-01282** RECEIVED FEB 26 2025 U.S. DISTRICT COURT MIDDLE DISTRICT OF TN

DECLARATION REGARDING FINANCES, MARITAL ROLES, PROPERTY, EDUCATION, EARNING CAPACITY, SPOUSAL SUPPORT, AND FRAUD[1] (AMENDED)[2]

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

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

1. I am a citizen of the United States of America.
2. I was born in Washington State during 1969.
3. I am domiciled in Genesee County, Michigan.

[1] This lawsuit was originally filed on October 13, 2023, in the United States District Court for the Western District of Michigan (hereinafter "MIWD") as case no. 1:23-cv-01097. On October 25, 2024, MIWD transferred this lawsuit as ordered in ECF 127 to the United States District Court for the Middle District of Tennessee (hereinafter "TNMD") as case no. 3:24-cv-01282. The language used in the file stamps of each page filed is slightly different between the two courts. MIWD uses the term "ECF No." (which I abbreviate as "ECF"), while in place of that, TNMD uses the term "Document" (which I abbreviate as "DOC"). Both courts use the term "PageID" (which I abbreviate as "PID "). Citations to the court record in this lawsuit will be notated without the case name or number, using the starting DOC/ECF number, followed by both the beginning and ending PID . The Notice of Electronic Filing for this transfer is recorded in TNMD DOC 131, at which point the DOC/ECF number from MIWD was retained and continued, but the PID was reset after DOC 130, PID 5727, to restart at zero.

[2] This document is an amended version of the document titled, "Declaration of Facts about Fenton Family Financial Structure and Roles During Mariage, Entirety Property, Education, Vocational Experience, and Financial Capacity" filed in DOC 37, PID 3398-3443 on 3/25/2024, and replaces that document in its entirety. This revision was created to expound upon the subject matter, add important clarifications, and correct errors while shortening the title and naming it more accurately to reflect the contents of this document.

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

PRO SE LITIGANT – MERITS RULE OVER TECHNICALITIES

5. I am acting in a *pro se*[3] capacity in this lawsuit by necessity and entitled to a liberal reading and less stringent standards since my filings have been prepared without assistance of counsel. See *Haines v. Kerner,* 404 U.S. 519, 92 S. Ct. 594 (1972).

QUALIFIED AMERICAN WITH DISABILITIES ACT LITIGANT

6. I am a qualified ADA party[4] with disabilities affecting my communication and cognitive functions, which make research for and drafting of legal pleadings exceptionally slow and challenging.

7. I request any accommodations the court can provide to help me fully participate in, be protected by, and receive justice through the federal judiciary as would a party without these disabilities.

8. I suffer from several cognitive disabilities: Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5), Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F4L1), Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2), Circadian Rhythm Sleep Disorder (CRSD) Non-24-Hour Sleep-Wake Disorder (Non-24) DSM-5 307.45 (G47.24). Letters from my doctors[5] and a declaration regarding my disabilities[6] are on file in this federal lawsuit. Medications I take regularly can only control these afflictions, not cure them.

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[3] DOC 1-35, PID 1960

[4] DOC 32, PID 3296-3309 | https://rico.jefffenton.com/evidence/fenton-declaration-of-disabilities.pdf

[5] DOC 1-38, PID 2032-2045 | https://rico.jefffenton.com/evidence/2020-07-08_tnsc-coa-ada-request-for-modification.pdf

[6] DOC 32, PID 3296-3309 | https://rico.jefffenton.com/evidence/fenton-declaration-of-disabilities.pdf

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

BRENTWOOD, WILLIAMSON COUNTY, TENNESSEE

10. According to Wikipedia[7]: "Williamson County[8] is ranked as the wealthiest county in Tennessee, as well as among the wealthiest counties in the country. In 2006 it was the 17th-wealthiest county in the country according to the U.S. Census Bureau[9], but the Council for Community and Economic Research ranked Williamson County as America's wealthiest county (1st) when the local cost of living was factored into the equation with median household income. In 2010, Williamson County is listed 17th on the Forbes list of the 25 wealthiest counties in America."

BRENTWOOD MARITAL RESIDENCE

11. My ex-wife and I owned a beautiful home located at 1986 Sunnyside Drive[10], Brentwood[11], TN, 37027 (hereinafter "marital residence," "property," or "home").

12. I invested everything that I had into the purchase and renovation of our home[12], including all my premarital retirement funds along with proceeds from my own premarital duplex.

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7 https://en.m.wikipedia.org/wiki/Williamson_County,_Tennessee

8 https://williamsoncounty-tn.gov/

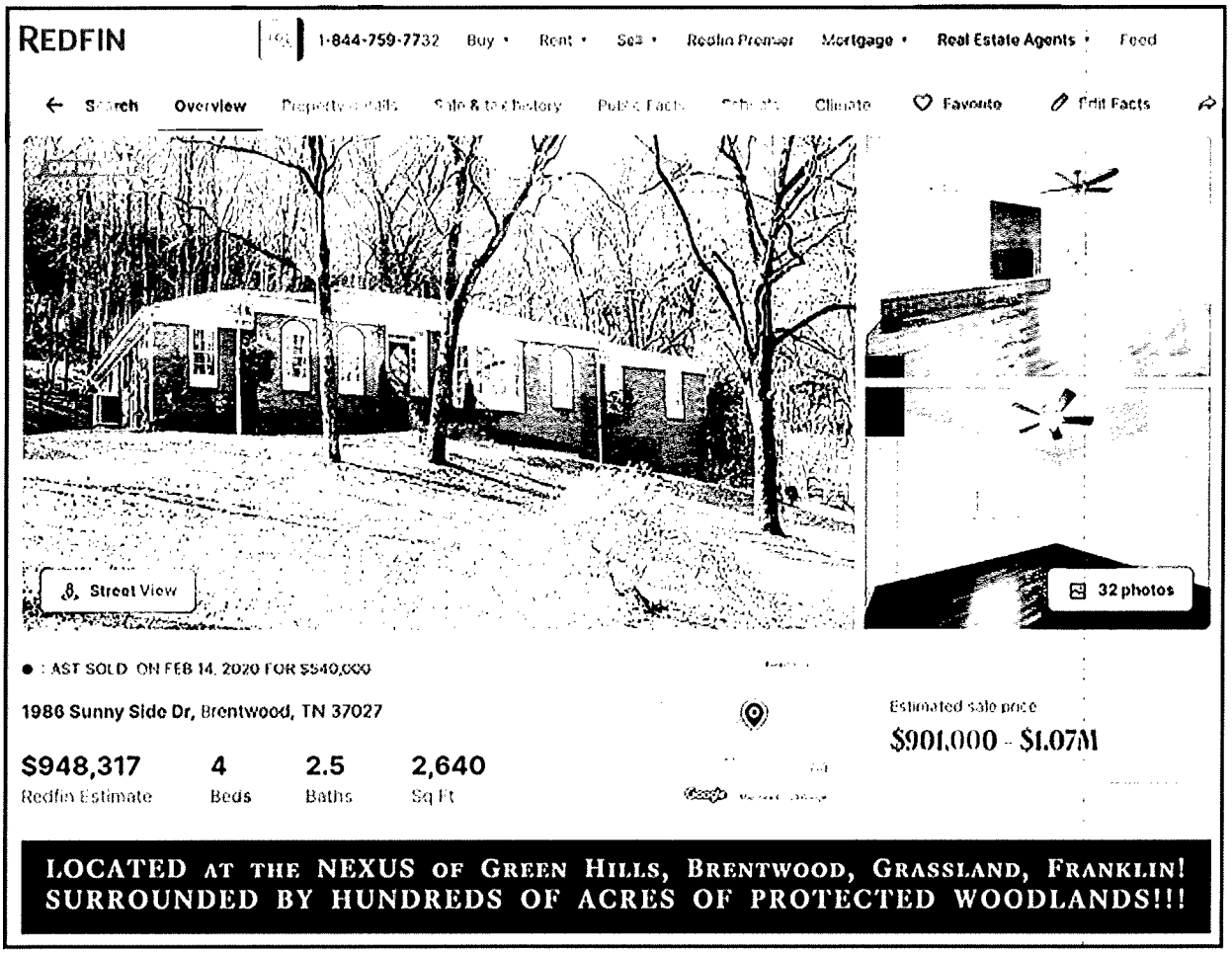
9 DOC 43, PID 3713-3716 | https://rico.jefffenton.com/evidence/2017-2021_census-brentwood-tennessee-v-fenton-michigan.pdf

10 DOC 19-1, PID 2624-2628 | https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-brentwood-tn-deed.pdf

11 DOC 19-1, PID 2629 | https://rico.jefffenton.com/evidence/1986-sunnyside-brentwood-tn-2019-property-taxes.pdf

12 DOC 42, PID 3631-3657 | https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-premarital-assets-invested.pdf

This investment was further complemented by nearly a decade of my "sweat equity," including thousands of hours of labor making and supervising roughly $200,000 of improvements[13] to our property.



13. We purchased[14] our marital residence on April 29, 2011, for $350,000[15]. Together we had roughly $550,000 invested in our home.

14. Improvements to the property were also my primary work product for much of the

[13] DOC 42, PID 3665-3676 | https://rico.jefffenton.com/evidence/1986-sunnyside-property-improvement-highlights.pdf

[14] DOC 19-1, PID 2624-2628 | https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-brentwood-tn-deed.pdf

[15] DOC 19-1, PID 2620-2623 | https://rico.jefffenton.com/evidence/2011-04-29_fenton-marital-residence-tenancy-by-entirety.pdf

time between 2011 and 2018 during which my ex-wife built her career in architecture and doubled her vocational value.[16]

15. That home is currently worth more than $900,000[17] and was our sole asset and retirement investment. Yet the defendant Chancery Court for Williamson County Tennessee (hereinafter "Chancery Court") forced the liquidation of our home for just $324,360[18]—suspiciously the exact amount due on the mortgages plus auctioning fees and closing costs—without one dollar to myself or to Ms. Fenton (to the best of my knowledge) despite all the time, money, and other resources we had invested in it.

16. The money my ex-wife and I invested into our home wasn't to raise its curb appeal or add flashy trim that could realize immediate returns upon investment if sold. We invested into the core features of the home[19]—replacing the roof[20], remediating mold[21], and removing/replacing many of the electrical and mechanical systems[22] for improved health, safety, efficiency, and comfort. The work performed on our property was done with the expectation that we would live there for the next twenty years, not quickly "flip" it.

17. It was not possible in 2019 for us to sell our home, either by auction or on the market, without losing a substantial amount of money, which we had no means of compensating for or recovering. However, over the next few years, that property nearly doubled in value due to its location, as we expected. The market needed time, which is evidenced by the fact that the home

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16 DOC 43, PID 3702-3704 | https://rico.jefffenton.com/evidence/2017-04-06_wifes-belated-raise-after-protest.pdf

17 DOC 52, PID 4211-4217 | https://rico.jefffenton.com/evidence/2023-05-31_1986-sunnyside-brentwood-tn-appreciation.pdf

18 DOC 48, PID 4019-4029 | https://rico.jefffenton.com/evidence/2019-10-29_1986-sunnyside-real-estate-deed-fraud.pdf

19 DOC 42, PID 3665-3676 | https://rico.jefffenton.com/evidence/1986-sunnyside-property-improvement-highlights.pdf

20 DOC 60, PID 60

21 DOC 1-2, PID 57

22 DOC 1-2, PID 58

appreciated roughly $100,000[23] per year for the next four consecutive years.

FINANCIAL STRUCTURE OF FAMILY: TENANCY BY ENTIRETY

18. Ms. Fenton and I lived under the spiritual principle of "two becoming one at marriage," referred to in legal terms as "tenancy by the entirety[24]," throughout the entire duration of our marriage—despite the deceptive narratives by her counsel, which began after she chose to get a divorce.

19. All of our marital income, assets, property, and debts were always held as one tenancy by the entirety[25] regardless of whose name they were technically in. This was done strategically to benefit us both—whether for preferential interest rates, risk mitigation, etc. Account ownership, positions, and titling were equally for both of our benefit. Everything was a matter of whether our family held and carried it "in our left pocket" or "in our right pocket."

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

EX-WIFE'S EDUCATION - VOCATIONAL EXPERIENCE - FINANCIAL CAPACITY

21. Ms. Fenton was voluntarily the primary breadwinner[26] in our family since 2011.

22. This came as no surprise. She is an MIT-educated licensed Tennessee Professional Architect (ID Number: #102945), a LEED Accredited Professional as certified by the U.S. Green Building Council, as well as a Certified Document Technologist by the Construction Specifications

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[23] DOC 52, PID 4211-4217 | https://rico.jefffenton.com/evidence/2023-05-31_1986-sunnyside-brentwood-tn-appreciation.pdf

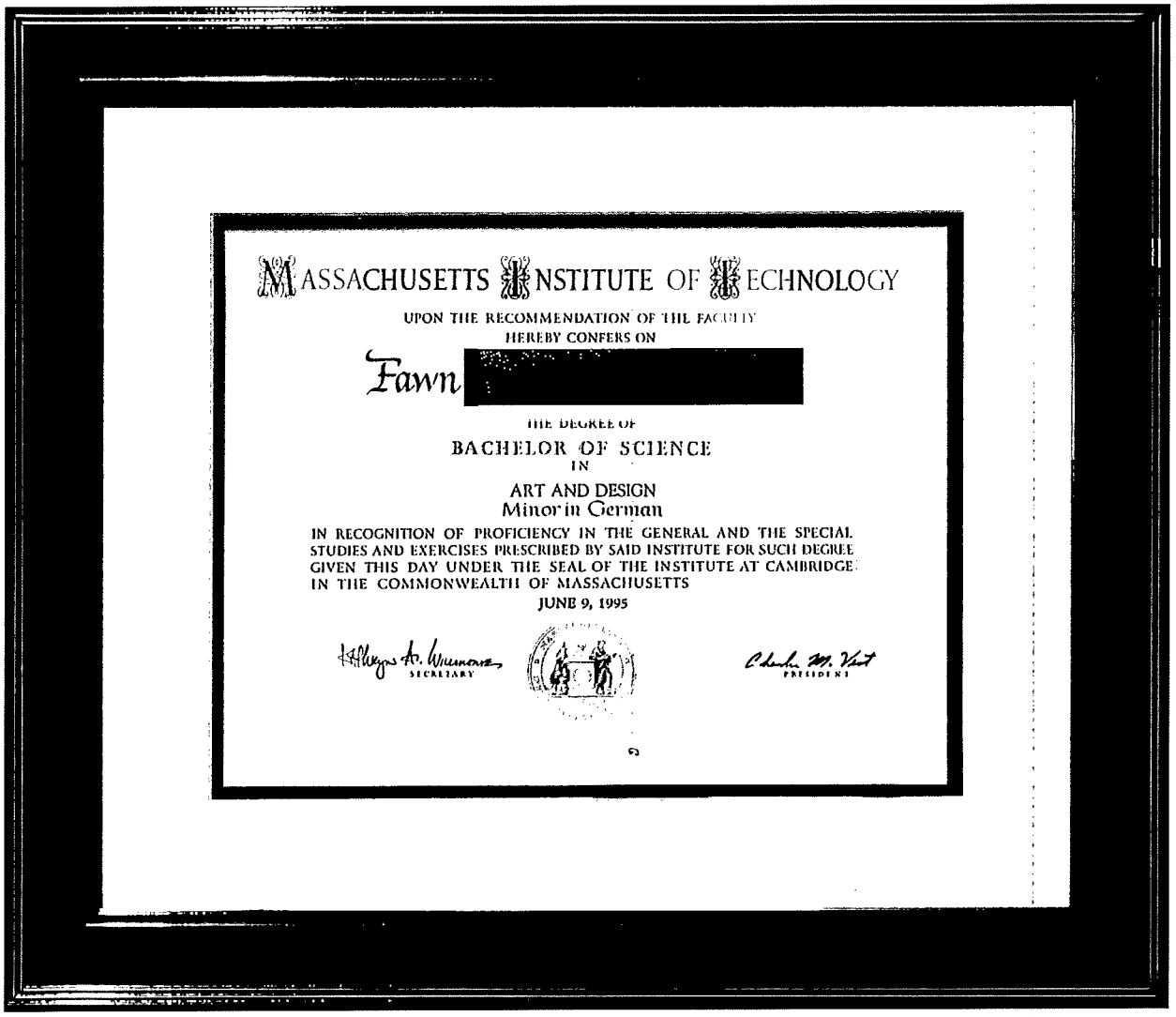
[24] DOC 19-1, PID 2620-2623 | https://rico.jefffenton.com/evidence/2011-04-29_fenton-marital-residence-tenancy-by-entirety.pdf

[25] DOC 1-13, PID 541-542

[26] DOC 27, PID 3260-3275 | https://rico.jefffenton.com/evidence/2018-07-12_arons-and-associates-divorce-planning.pdf

Institute—all certifications she obtained after we met. She has significant commercial and institutional leadership experience working in industry, government, and education and had a $116,500[27] annual compensation package toward the end of our marriage.

EX-WIFE GRADUATED FROM MASSACHUSETTS INSTITUTE OF TECHNOLOGY



MASSACHUSETTS INSTITUTE OF TECHNOLOGY

UPON THE RECOMMENDATION OF THE FACULTY
HEREBY CONFERS ON

Fawn [redacted]

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

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

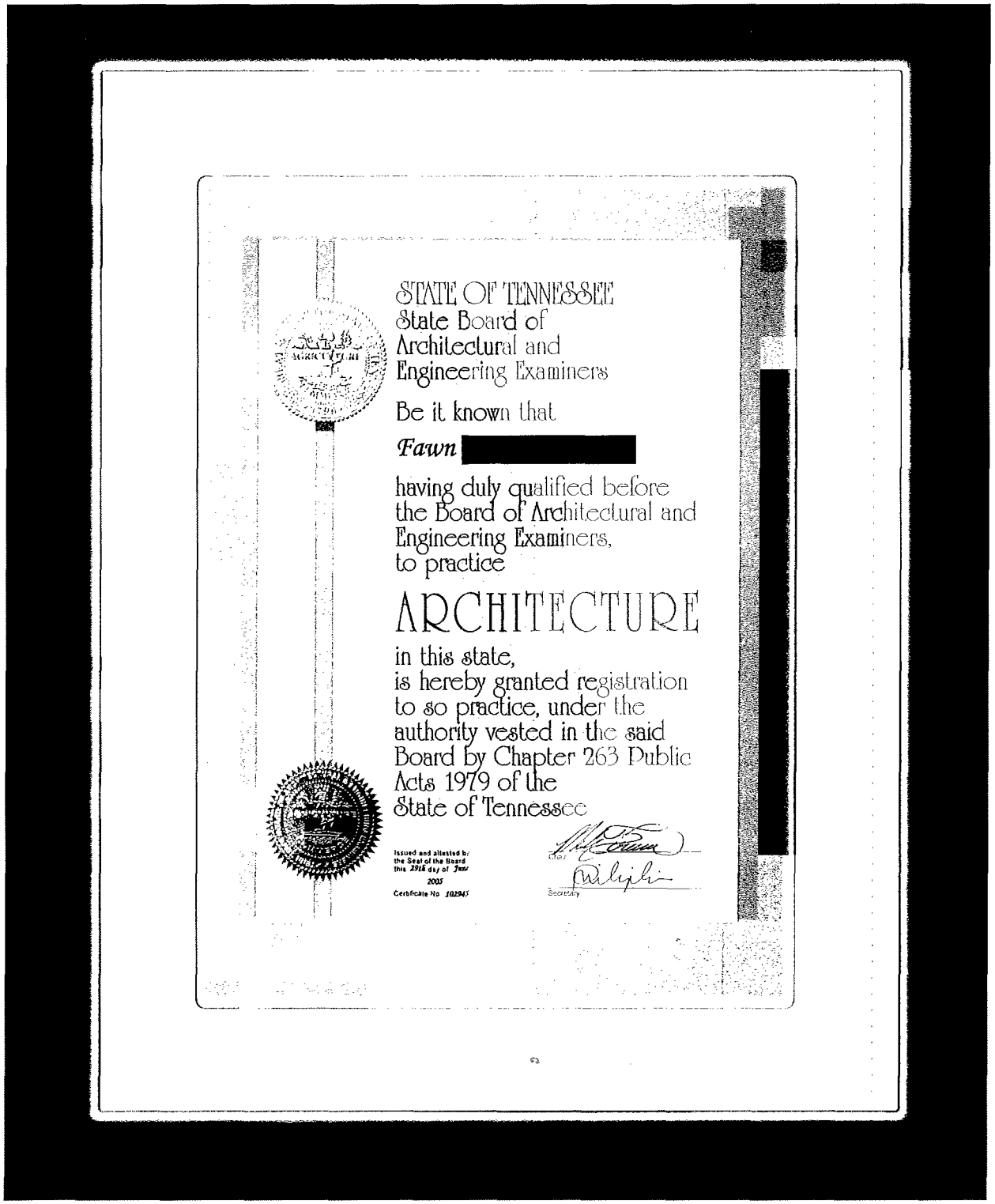
JUNE 9, 1995

SECRETARY PRESIDENT

Ex-wife's middle and maiden names have been redacted for her privacy.

[27] DOC 43, PID 3702-3704 | https://rico.jefffenton.com/evidence/2017-04-06_wifes-belated-raise-after-protest.pdf

EX-WIFE IS A TENNESSEE LICENSED PROFESSIONAL ARCHITECT



STATE OF TENNESSEE
State Board of
Architectural and
Engineering Examiners

Be it known that

Fawn [redacted]

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

ARCHITECTURE

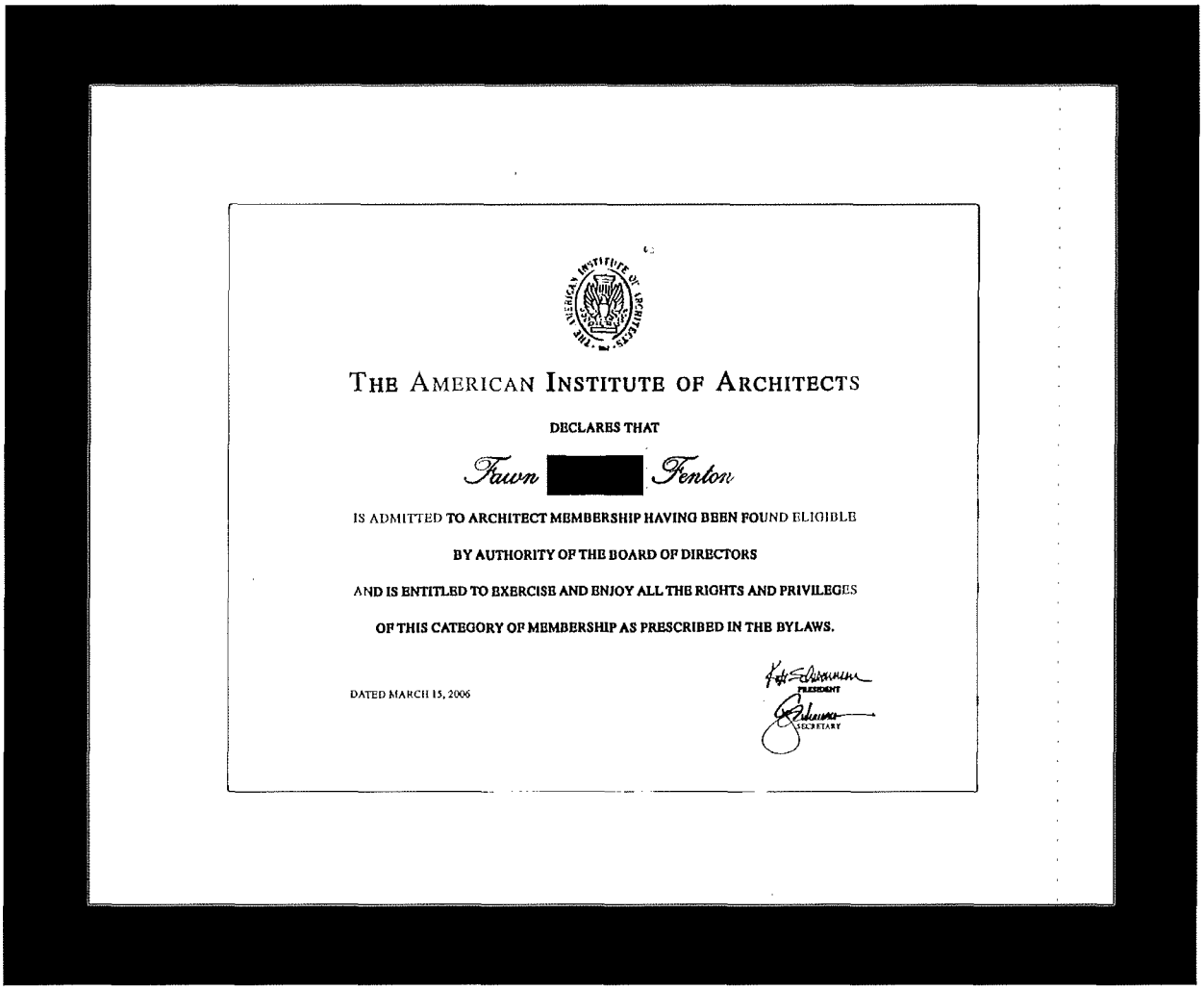
in this state,
is hereby granted registration
to so practice, under the
authority vested in the said
Board by Chapter 263 Public
Acts 1979 of the
State of Tennessee

Issued and attested by
the Seal of the Board
this 29th day of June
2005
Certificate No 102945

Chair

Secretary

Ex-wife's middle and previous married surname have been redacted for her privacy.



THE AMERICAN INSTITUTE OF ARCHITECTS

DECLARES THAT

Fawn [redacted] Fenton

IS ADMITTED TO ARCHITECT MEMBERSHIP HAVING BEEN FOUND ELIGIBLE

BY AUTHORITY OF THE BOARD OF DIRECTORS

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

OF THIS CATEGORY OF MEMBERSHIP AS PRESCRIBED IN THE BYLAWS.

DATED MARCH 15, 2006

PRESIDENT

SECRETARY

Ex-wife's middle name has been redacted for her privacy.

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

MY EDUCATION - VOCATIONAL EXPERIENCE - FINANCIAL CAPACITY

24. At the beginning of our relationship, I made more money than Ms. Fenton, working for Atlantic Envelope Company in Nashville as a blue-collar printing press operator, despite having only a high school education. However, we both knew that with Ms. Fenton's education, experience, and licensure she eventually obtained, she would easily have twice the vocational and financial potential that I would. This was openly accepted as the expectation by us both before we got married. Money was never the focal point of our relationship. We both valued other things and brought different skills from different backgrounds to be shared equally for both of our benefit.

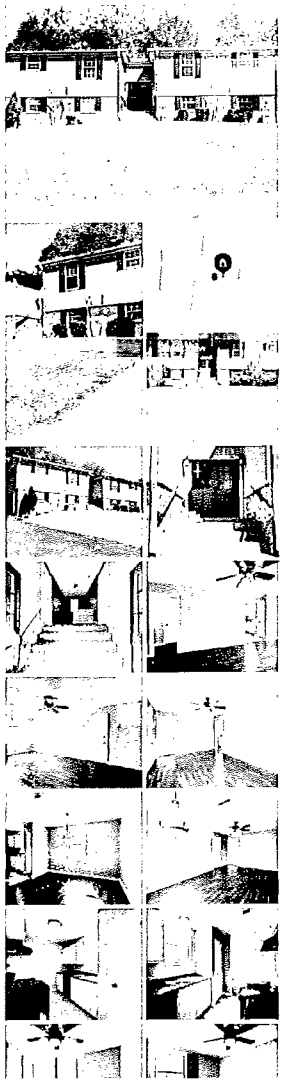
MY PREMARITAL DUPLEX HOME & RENTAL PROPERTY

25. I held a Tennessee real estate license[28] (#295752) as an affiliate broker, specializing in residential real estate for 16 ½ years, from December 9, 2004, through July 25, 2021. As such, I owned a duplex[29] and was a successful landlord prior to meeting my ex-wife.

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

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

772 & 774 Huntington Parkway, Nashville



Zillow

Edit Save Share More Close

6 bd 2 ba 4,046 sqft

772 Huntington Pkwy, Nashville, TN 37211

Off market Zestimate®: $378,746 Rent Zestimate®: $1,550/mo

Est. refi payment: $1,691/mo Get current rates

Overview

Note: This property is not currently for sale or for rent on Zillow. The description below may be from a previous listing.

DUPLEX , Bring your Investors, easy to show income producing property! Great location right off Edmondson Pike near Nipper's Corner, much to offer.Two large units 772 & 774 with screened porches & full basements, recently updated!

What the seller loves about this home

Two nice 3 bedroom one bath units.

Facts and features

Edit

Type:	Multiple Occupancy	Cooling:	Central
Year built:	1972	Parking:	Garage - Detached, Off-street
Heating:	Other		

Interior details

Bedrooms and bathrooms
Bedrooms: 6
Bathrooms: 2
Full bathrooms: 2

Basement
Basement: Partially finished

Flooring
Flooring: Tile, Carpet, Hardwood, Linoleum / Vinyl

Heating
Heating features: Other

Cooling
Cooling features: Central

Appliances
Appliances included: Dishwasher, Range / Oven, Refrigerator
Laundry features: Individual

Other interior features
Total interior livable area: 4,046 sqft

Property details

Parking
Total spaces: 0
Parking features: Garage - Detached, Off-street
Has garage: No
Garage spaces: 0

Property
Stories: 2
Exterior features: Vinyl, Brick

Lot
Lot size: 0.26 Acres

Other property information
Parcel number: 16105004600

Construction details

Type and style
Home type: Multiple Occupancy

Condition
Year built: 1972

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

[28] DOC 42, PID 3610-3614 | https://rico.jefffenton.com/evidence/2004-12-09_through_2021-07-25_tn-real-estate-license.pdf

[29] DOC 1-27, PID 1406-1413

MY TENNESSEE REAL ESTATE LICENSE

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

Case 1:23-cv-01097-PLM-RSK ECF No. 1-12, PageID.513 Filed 10/13/23 Page 35 of 50

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

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

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

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

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

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

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

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

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

11715560

State of Tennessee

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

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

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

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

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

THE BULK OF MY VOCATIONAL EXPERIENCE: PRINTING & FOODSERVICE

28. The primary industries which form the bulk of my vocational experience are the commercial manufacturing/printing industry, which has diminished significantly the past twenty years because it has largely moved overseas, and the foodservice industry.

DEFENDANT STORY'S LIE ABOUT MY VOCATIONAL CAPACITY

29. Despite the one flattering statement defendant Story made about me during the August 1, 2019, hearing[30], "He is very intelligent. He has a high school education, but he is a self-taught computer genius," such a statement is completely false. I am not any sort of "genius." My only "job" working in computers was for my ex-wife's architectural firm. The reason I managed their computers was that her boss was a penny-pincher and before my involvement with the firm, their computers were constantly neglected until emergencies arose.

30. Whenever a computer "emergency" occurred in my ex-wife's office, her employer had to pay roughly three times as much per hour as I charged for a different twenty-something tech to perform emergency triage on their network, while there was no continuity of service between techs and nobody was tasked with routinely performing preventative maintenance for the firm.

31. Additionally, since maintenance was neglected until there was an emergency, her employer often had to wait, during a period of unplanned downtime, with a drafter or architect unable to use their computer to work, while waiting for a highly paid tech to arrive on site and fix the problem. In contrast, since trust was never an issue, I was able to use Ms. Fenton's office keys and credentials to access their office overnight and perform most of my work, almost completely eliminating unplanned downtime within their office for several years.

32. I was able to save my ex-wife's employer tens of thousands of dollars over a decade of performing various IT tasks for them while doing work which I enjoyed. In truth though, it paid very little for the amount of time that it took me. However, I don't have the education or the

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[30] DOC 1-24, PID 1189 | (Defendant Story made this statement during the August 1, 2019, hearing in Chancery Court, as shown on page-6, lines 4-6, of the Transcript of Evidence in Chancery docket #48419B, also recorded in the Technical Record on page-529.)

DOC 22, PID 2823 (lines 4-6) | https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf

experience to obtain subsequent employment in that field without formal vocational training and/or certification.

THE TRUTH ABOUT MY VOCATIONAL DISABILITIES

33. The truth about my vocational capacity is clearly evident in two text messages from my ex-wife, which encapsulate her two biggest "pet peeves" about my disabilities. These two "pet peeves" are also my two most significant vocational challenges as well as challenges when needing to defend myself in litigation as a *pro se*:

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

- Text message[31] from Ms. Fenton on January 23, 2019: "I used to always think of you like you were riding a stationary exercise bicycle; peddling furiously, working so hard, but going nowhere."

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

- Text message[32] from Ms. Fenton on February 9, 2019: "I hate it when you ask me to choose what you 'should' work on, since you can't multitask."

34. Incidentally, this may explain defendant Story's relentlessly aggressive tactics—strategically overwhelming me with three significant motions simultaneously through which she and other defendants would eventually take away my home and my constitutional rights and

[31] DOC 44, PID 3779-3780 | https://rico.jefffenton.com/evidence/2019-01-23_riding-an-exercise-bicycle-peddling-furiously.pdf

[32] DOC 45, PID 3794-3795 | https://rico.jefffenton.com/evidence/2019-02-09_wife-hates-that-plaintiff-can-not-multi-task.pdf

freedoms simultaneously—all without one honest good-faith hearing in an even remotely fair and impartial tribunal that actually had lawful jurisdiction to hear and dispose of the matters before it.

VERBAL INTERIM AGREEMENT FOR SPOUSAL SUPPORT

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

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

- At which point we expected her to begin paying me "transitional alimony" of approximately $1,750[33] per month for six years since divorce financial expert and collaborative divorce professional Sandy Arons[34]—MBA and Certified Divorce Financial Analyst—whom we hired told us this was fair with all factors considered.
- The above sum was calculated at 22.5% of Ms. Fenton's gross income for a term equal to half the duration of our marriage, thirteen years.
- We discussed several different alimony structures: some where Ms. Fenton continued to pay the mortgage payments for six years[35] in lieu of alimony, others where she paid me alimony and I could pay the mortgage payments[36], and still others where we sold our home and split

[33] DOC 1-26, PID 1317-1318 | https://rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf

[34] DOC 27, PID 3260-3275 | https://rico.jefffenton.com/evidence/2018-07-12_arons-and-associates-divorce-planning.pdf

[35] DOC 43, PID 3730-3739 | https://rico.jefffenton.com/evidence/2018-09-14_fair-settlement-offer-by-wife-with-tax-truth.pdf

[36] DOC 43, PID 3723-3724 | https://rico.jefffenton.com/evidence/2018-08-30_wifes-budget-for-husband-keeping-home.pdf

the proceeds then she paid me $1,750[37] per month in transitional alimony so I could afford and obtain my own replacement shelter.

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

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

35. If for any reason she could not meet her financial obligations, then she unquestionably owed me notice in advance so I would have an opportunity to prevent a default.

36. The sum total of both of our life's savings and both of our premarital retirement funds[38] were invested into our mutually purchased and equally owned Brentwood martial residence[39], deeded[40] as tenancy by the entirety[41] to us both.

37. Importantly, Ms. Fenton locked me out[42] of all of our mutually used banking, income, credit, and mortgage accounts as soon as she vacated our marital residence. She changed

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[37] DOC 1-26, PID 1317-1318 | https://rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf

[38] DOC 42, PID 3631-3657 | https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-premarital-assets-invested.pdf

[39] DOC 52, PID 4211-4217 | https://rico.jefffenton.com/evidence/2023-05-31_1986-sunnyside-brentwood-tn-appreciation.pdf
DOC 19-1, PID 2629 | https://rico.jefffenton.com/evidence/1986-sunnyside-brentwood-tn-2019-property-taxes.pdf

[40] DOC 19-1, PID 2624-2628 | https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-brentwood-tn-deed.pdf

[41] DOC 19-1, PID 2620-2623 | https://rico.jefffenton.com/evidence/2011-04-29_fenton-marital-residence-tenancy-by-entirety.pdf

[42] DOC 43, PID 3720-3721 | https://rico.jefffenton.com/evidence/2018-04-23_wife-locked-plaintiff-out-of-financial-accounts.pdf

both the account credentials as well as our contact information. Our email address was changed to one to which she alone had access. She changed our address with the creditors and mortgage companies from that of our marital residence to her new apartment, which I never had access to.

38. I objected and complained, but Ms. Fenton refused to continue operating transparently in good faith regarding our finances after she moved out. As a "compromise," she provided me with a budget[43] along with varying amounts of support each month for my consumable expenses while promising to keep all our bills associated with our home—mortgages, utilities, maintenance, etc.—paid.

39. Ms. Fenton met this obligation without fail until the defendants entered our lives and got forcefully involved in the dissolution of our marriage and theft of my property.

40. Upon information and belief, this single compliment by defendant Story regarding my vocational capacity was a ruse to make it appear less cruel and cloud the fact that I was being abruptly deprived of all financial support previously provided and promised after the divorce by Ms. Fenton. Due to the strategic bankruptcy—executed unconscionably by my ex-wife's counsel—$1,750 per month of promised[44] transitional alimony[45] for an agreed duration of 6 years instantly evaporated.

LEAVING ME WITHOUT A DOLLAR DESPITE PRIOR AGREEMENTS

41. Because I was deprived of $1,750 per month in alimony and because the court wrongfully evicted my tenants[46], I was left with precisely *zero* income. All this was due to the crimes committed against me by certain defendants under false and fraudulent claims regarding

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[43] DOC 43, PID 3720-3721 | https://rico.jefffenton.com/evidence/2018-05-02_family-budget-living-apart.pdf

[44] DOC 44, PID 3781 | https://rico.jefffenton.com/evidence/2019-01-28_verbal-agreement-needed-in-writing-for-closing.pdf

[45] DOC 1-26, PID 1317-1318 | https://rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf

[46] DOC 45, PID 3800-3807 | https://rico.jefffenton.com/evidence/2019-03-26_fenton-sunnyside-roommate-lease-merriman.pdf
DOC 45, PID 3808-3813 | https://rico.jefffenton.com/evidence/2019-04-09_fenton-sunnyside-roommate-lease-garcia.pdf

matters of law. Adding insult to injury, the defendants fraudulently took my home by force with just a five-day notice[47] over a holiday weekend, at the end of which they had me wrongfully evicted by four sheriff's deputies as if I were a dangerous felon. I had done nothing wrong.....except to trust the courts in Tennessee.

42. Outrageously, defendants Story and Binkley even refused to let me take my personal property with me, despite having stated the exact opposite in the prior hearing[48] when I still had counsel to provide me some level of protection.

THE BURIED/HIDDEN TRANSCRIPT OF EVIDENCE

43. Once I was *pro se*, everything changed. Defendants Story and Binkley took off the gloves and took turns essentially "tag-teaming" me[49] in court on August 29, 2019. Afterwards, they refused to vet and record the transcript from that hearing correctly as such—instead burying it amongst hundreds of pages of my technical records, in Volume-4, Pages 495-523[50], because "justice" without doubt failed to "meet the appearance of justice[51]", despite the fact that presiding judge Binkley left the courtroom and actually procured the licensed court reporter himself, at which point I hired her.

44. To this day no court has yet to acknowledge the "transcript of evidence"[52] from the August 29, 2019, hearing in Chancery Court as such[53], nor will anyone fix[54] how it was officially

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[47] DOC 19-7, PID 2674-2677 | https://rico.jefffenton.com/evidence/2019-08-29_chancery-court-order-once-pro-se.pdf

[48] DOC 19-6, PID 2669-2672 | https://rico.jefffenton.com/evidence/2019-08-01_chancery-court-order-with-counsel.pdf

[49] DOC 23, PID 2863-2920 | https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-transcript-audio-markers.pdf
DOC 23-4, PID 2920 | https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-audio-recording.mp3

[50] DOC 23, PID 2863-2920 | https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-transcript-audio-markers.pdf

[51] The Supreme Court has ruled and has reaffirmed the principle that "justice must satisfy the appearance of justice", *Levine v. United States*, 362 U.S. 610, 80 S.Ct. 1038 (1960), citing *Offutt v. United States*, 348 U.S. 11, 14, 75 S.Ct. 11, 13 (1954).

[52] DOC 23, PID 2863-2920 | https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-transcript-audio-markers.pdf
DOC 23-4, PID 2920 | https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-audio-recording.mp3

[53] DOC 54-1, PID 4363 | https://rico.jefffenton.com/evidence/2020-04-30_wilco-weems-8-29-19-transcript-buried-as-exhibit.mp3

[54] DOC 54-1, PID 4365 | https://rico.jefffenton.com/evidence/2020-05-01_coa-hivner-8-29-19-hearing-transcript-recorded-call.mp3

recorded by the court, to clarify its existence and content, nor will anyone hold defendants Story or Binkley accountable for the lack of continuity between that transcript and subsequent court order[55] when compared to the preceding August 1, 2019, hearing transcript[56] and court order[57], nor will anyone dispense discipline or correct misconduct.[58] Despite extraordinary pains to which I have gone[59] in an effort to substantiate my claims[60] beyond any reasonable margin of "error," nothing remedial has been done.

RACKETEERING: CREATING THE PROBLEM, THEN SELLING THE SOLUTION

45. Racketeering is often described in simple terms as creating a problem, then selling the solution to that problem. That is exactly what took place in events precipitating this action[61]. One problem that the defendants created was a completely unnecessary, strategically engineered, fraudulent federal bankruptcy filing[62]. The solution sold to Ms. Fenton by the defendants was to deprive me of both my rights and my property under color of law, office, and official right by a

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55 DOC 19-6, PID 2669-2672 | https://rico.jefffenton.com/evidence/2019-08-29_chancery-court-order-once-pro-se.pdf

56 DOC 22, PID 2818-2862 | https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf

57 DOC 19-6, PID 2669-2672 | https://rico.jefffenton.com/evidence/2019-08-01_chancery-court-order-with-counsel.pdf

58 DOC 50, PID 4082-4086 | https://rico.jefffenton.com/evidence/2020-10-16_coa-emergency-motion-reporting-misconduct.pdf
DOC 51, PID 4088-4135 | https://rico.jefffenton.com/evidence/2020-10-28_motion-to-supplement-and-correct-the-record.pdf

59 DOC 1-29, PID 1665-1681 | https://rico.jefffenton.com/evidence/2021-01-19_reported-misconduct-sought-help-tnsc-aoc-bpr.pdf
DOC 1-29, PID 1684-1691
DOC 1-29, PID 1698
DOC 1-27, PID 1370-1664
DOC 1-27, PID 1370-1683
DOC 1-29, PID 1665-1793

60 DOC 26, PID 3227-3258 | https://rico.jefffenton.com/evidence/2020-02-13_tnsc-aoc-ada-gc-john-coke-transcript.pdf
DOC 26-1, PID 3259 | https://rico.jefffenton.com/evidence/2020-02-13_tnsc-aoc-ada-gc-john-coke-phone-call.mp3
DOC 1-29, PID 1718-1721

61 DOC 52, PID 4225-4228 | https://rico.jefffenton.com/evidence/2023-12-13_wcso-racketeering-official-oppression.pdf
DOC 54-1, PID 4371 | https://rico.jefffenton.com/evidence/2021-12-02_fbi-mark-shafer-binkley-story-corruption.mp3
DOC 52, PID 4180-4201 | https://rico.jefffenton.com/evidence/2021-12-02_fbi-mark-shafer-binkley-story-corruption.pdf

62 DOC 19-2, PID 2632-2646 | https://rico.jefffenton.com/evidence/2019-04-26_ausbrooks-story-fraudulent-bk-petition.pdf
DOC 38, PID 3445-3496 | https://rico.jefffenton.com/evidence/2019-04-26_bankruptcy-crimes-rules-and-laws-violated.pdf

biased court in a "fixed" case[63] while depriving me of due process. First my property was extorted[64] and then my silence.[65] No part of any of the proceedings in Tennessee were legal by any stretch of the imagination.[66]

THE CONSPIRACY AGAINST MY RIGHTS AND PROPERTY

46. The essence of the conspiracy against my rights and my property[67] was to steal my home[68] and extract as much value out of it as possible through professional fees and possibly even relationships with the investors who purchased my property. Although I cannot yet prove any relationships and/or insider selling of the home to be true, I have a strong suspicion about it.

47. The first challenge for the defendants was how to get me out of my home in order to force it to market[69]. While my ex-wife's primary concern was about being stuck paying me $1,750 per month in transitional alimony, for a duration of six years, as we had repeatedly agreed.[70]

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63 DOC 21, PID 2781-2817 | https://rico.jefffenton.com/evidence/2024-01-18_binkley-disqualification-for-bias-coercion.pdf

64 DOC 1-12, PID 479-596 | https://rico.jefffenton.com/evidence/2019-10-29_tn-wilco-deed-fraud-ada-financial-exploitation.pdf

65 DOC 1-31, PID 1794-1873 | https://rico.jefffenton.com/evidence/2019-10-21_order-of-protection-as-illegal-prior-restraint.pdf
DOC 1-31, PID 1794-1873 | https://rico.jefffenton.com/evidence/2020-09-24_5yr-op-ext-retaliation-no-notice-motion-hearing.pdf
DOC 54-1, PID 4368 | https://rico.jefffenton.com/evidence/2021-03-21_knox-news-binkley-threatens-prior-restraints.mp4
DOC 1-14, PID 597-640 | https://rico.jefffenton.com/evidence/2021-03-21_knox-news-binkley-threatens-prior-restraints.pdf

66 DOC 53, PID 4258-4349 | https://rico.jefffenton.com/evidence/2024-03-13_irrefutable-proof-of-criminal-conspiracy.pdf
DOC 38, PID 3445-3496 | https://rico.jefffenton.com/evidence/2019-04-26_conspiracy-against-rights-under-color-of-law.pdf

67 DOC 42, PID 3631-3657 | https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-premarital-assets-invested.pdf
DOC 42, PID 3665-3676 | https://rico.jefffenton.com/evidence/1986-sunnyside-property-improvement-highlights.pdf

68 DOC 19-1, PID 2624-2628 | https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-brentwood-tn-deed.pdf
DOC 19-1, PID 2620-2623 | https://rico.jefffenton.com/evidence/2011-04-29_fenton-marital-residence-tenancy-by-entirety.pdf

69 DOC 38, PID 3445-3496 | https://rico.jefffenton.com/evidence/2019-04-26_bankruptcy-crimes-rules-and-laws-violated.pdf
DOC 1-13, PID 553-556 | https://rico.jefffenton.com/evidence/2019-09-28_illegal-coerced-auction-wilco-rico-deed-fraud.pdf

70 DOC 27, PID 3260-3275 | https://rico.jefffenton.com/evidence/2018-07-12_arons-and-associates-divorce-planning.pdf
DOC 43, PID 3730-3739 | https://rico.jefffenton.com/evidence/2018-09-14_fair-settlement-offer-by-wife-with-tax-truth.pdf
DOC 1-26, PID 1317-1318 | https://rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf
DOC 44, PID 3773 | https://rico.jefffenton.com/evidence/2019-01-08_wifes-claims-about-alimony-and-lawyers.pdf

EX-WIFE'S BENEFIT AS A RESULT OF BANKRUPTCY

48. Because my ex-wife's employer was known to be retiring[71] soon, her counsel decided to have her first default on our mortgage payments—without providing me with any notice—and then file for bankruptcy in hopes that would relieve her from previously agreed alimony[72] (in a "fixed" divorce). The result produced a financial benefit of $126,000 (in non-payment of spousal support) for my ex-wife while shedding $44,079[73] in revolving debt she had at that time. Evading those two financial responsibilities was of more significance to her during the midlife meltdown that she was experiencing[74] than what that decision would ultimately cost her in the long run by forfeiting our property[75].

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

THE FEDERAL COURTS HAD JURISDICTION, BUT COULD NOT LEGALLY COMPEL THE SALE OF OUR PROPERTY

50. The reality is that despite the bankruptcy court having both *original* and *exclusive* jurisdiction over my marital residence, the defendants knew that they could neither evict me or my two lawful tenants/roommates who had written binding one-year lease agreements[76] from my

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[71] DOC 43, PID 3725 | https://rico.jefffenton.com/evidence/2018-08-30_wife-notifies-about-employers-retirement.pdf

[72] DOC 44, PID 3773 | https://rico.jefffenton.com/evidence/2019-01-08_wifes-claims-about-alimony-and-lawyers.pdf

[73] DOC 51, PID 4161-4168 | https://rico.jefffenton.com/evidence/2021-01-26_trustees-final-account-and-distribution-report.pdf (After subtracting out defendant Story's outstanding fees, because without this scam there would be no need for defendant Story.)

[74] DOC 45, PID 3785-3791 | https://rico.jefffenton.com/evidence/2019-02-05_menopause-narcolepsy-night-sweats-not-stalker.pdf

[75] DOC 52, PID 4211-4217 | https://rico.jefffenton.com/evidence/2023-05-31_1986-sunnyside-brentwood-tn-appreciation.pdf
DOC 1-2, PID 48-63 | https://rico.jefffenton.com/evidence/2020-10-13_affidavit-of-mother-marsha-ann-fenton.pdf

[76] DOC 45, PID 3800-3807 | https://rico.jefffenton.com/evidence/2019-03-26_fenton-sunnyside-roommate-lease-merriman.pdf
DOC 45, PID 3808-3813 | https://rico.jefffenton.com/evidence/2019-04-09_fenton-sunnyside-roommate-lease-garcia.pdf

home, nor could the federal district or bankruptcy courts compel the sale of my marital residence *because it was physically impossible to meet the criteria required by bankruptcy law.*[77]

51. It was simply not possible for the forced sale of our home to be of greater benefit to the bankruptcy estate than losing it would be a detriment to me and my tenants.[78] This was obvious, which is most likely why 11 U.S.C. § 363 was ignored in the bankruptcy court and my tenants and I were not given notice[79] regarding the bankruptcy and related hearings or any other matters as bankruptcy rules and law *requires.*

52. Upon information and belief, the bankruptcy court does not calculate whether the sale of real property is a "benefit to the estate"[80] by its ability to pay off the mortgage notes because those notes are secured by the property, and both can be removed from the bankruptcy estate and negate each other without having any impact upon the bankruptcy whatsoever.

53. Upon information and belief, the only reason under the circumstances that the bankruptcy court might have compelled the sale of real property during my ex-wife's bankruptcy was to extract liquid value from her share of it, which could then be used by the trustee to repay her unsecured creditors after both mortgages were completely satisfied.[81]

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[77] 11 U.S.C. § 363(h): "Notwithstanding subsection (f) of this section, the trustee may sell both the estate's interest, under subsection (b) or (c) of this section, and the interest of any co-owner in property in which the debtor had, at the time of the commencement of the case, an undivided interest as a tenant in common, joint tenant, or tenant by the entirety, only if - (3) the benefit to the estate of a sale of such property free of the interests of co-owners outweighs the detriment, if any, to such co-owners."

[78] DOC 53, PID 4263, Paragraph (d) | Which was physically impossible under the circumstances.

[79] DOC 52, PID 4208-4210 | https://rico.jefffenton.com/evidence/2022-03-15_ustp-bk-fraud-referral-confirmed-no-notice.pdf

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

[81] **Note:** I was unaware that my ex-wife stopped paying our mortgages and I was illegally deprived of notices and hearings by her bankruptcy counsel and the bankruptcy trustee, as required by the Federal Rules of Bankruptcy Procedure and multiple sections of bankruptcy law. I had access to the money, through family, **to bring our mortgages current and to keep them current**, which I tried to do in Chancery Court on August 1, 2019, but defendant Story refused to allow it. That was not only a violation of state and federal laws (including bankruptcy law), but it was also unconstitutional, in violation of both state and federal constitutions.

54. The October 10, 2019, Order[82] in Chancery Court stated in part, "The auction brought sufficient funds to pay the costs of the sale and both first and second mortgages however there will not be anything [*sic*] proceeds remaining to disburse between the parties."

55. I have no knowledge of myself, my ex-wife, the bankruptcy court, the Chancery Court, or *any* unsecured creditor of my ex-wife receiving *any* money whatsoever from the court-ordered sale of our marital residence.

56. Upon information and belief, the forced sale of our marital residence was of *zero* benefit to my ex-wife's bankruptcy estate because it failed to pay off *any* of her unsecured credit.

57. Upon information and belief, Ms. Fenton and I lost roughly $250,000 in cash and labor we had invested into our marital residence the moment the court-ordered auction closed.[83]

THE FRAUDULENT DEFAULT "ORDER OF PROTECTION" BASED UPON FALSE TESTIMONY - USED TO COERCE, EXTORT, AND SILENCE ME

58. On page 3, lines 16-21 of the transcript of evidence[84] from the August 1, 2019, hearing, defendant Story stated:

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

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

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[82] DOC 19-11, PID 2692-2693 | https://rico.jefffenton.com/evidence/2019_tn-court-motions-in-chronological-order.pdf (p76-77)

[83] Plus $400,000.00 worth of lost appreciation since, due to the desirability of our family's Brentwood retirement investment. DOC 52, PID 4202-4207 | https://rico.jefffenton.com/evidence/2022-01-03_1986-sunnyside-brentwood-tn-appreciation.pdf

[84] DOC 22, PID 2818-2862 | https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf

60. The agreement between my prior counsel and defendant Story was that if I allowed them to keep the *ex parte* order of protection throughout the litigation, they would dissolve it upon the final decree of divorce without it ever becoming a full order of protection and without us needing to decide the issue at trial.

61. The order was malicious, fraudulent[85], and abusive; based upon obscenely false claims[86]; and filed in bad faith for ulterior motives. Other than me, nobody mentioned in court records that my ex-wife is a highly trained firearms and self-defense expert who owns several guns.[87] I have never struck her in anger, nor have I ever threatened to do so. She has never been in *any* danger whatsoever from me.....or from perhaps the majority of Americans. Any records or statements from prior matters indicating that I was a threat to her are absurd. Numerous people can testify to this.

62. When my ex-wife moved out of our home and rented an apartment, she chose a complex near our marital residence so that she could periodically invite me over for dinner. However, I wouldn't even allow her to tell me where her apartment was located for roughly the first six months—until it was simply too inconvenient for her to deliver something to our home and she instead wanted me to make the round trip, providing me with turn-by-turn directions, to her front door.

63. If anything legitimate ever happened worthy of depriving my freedom and holding my civil rights hostage for years, it should have also been worthy of an arrest and due process of law. No such thing ever happened; it was all fraudulent character assassination—one of the many

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[85] DOC 54-1, PID 4359 | https://rico.jefffenton.com/evidence/2019-06-20_wcso-exparte-order-of-protection-service.mp3

[86] DOC 45, PID 3785-3791 | https://rico.jefffenton.com/evidence/2019-02-05_menopause-narcolepsy-night-sweats-not-stalker.pdf

[87] DOC 1-31, PID 1794-1873 | https://rico.jefffenton.com/evidence/2019-10-21_order-of-protection-as-illegal-prior-restraint.pdf

tools of the trade employed by defendants Story and Binkley for empowering a rogue judge to overstep the law, rules of court, and Constitution under the guise of protecting someone from harm, while trampling my rights, threatening my safety, terrifying my elderly mother[88], and extorting my silence.[89]

64. I had no plans of bothering my ex-wife, so I thought the *ex parte* order was of little consequence. In return I asked for a "no contact" order against Ms. Fenton. I didn't understand how the *ex parte* order would be leveraged against me for ulterior purposes. This is just one example of how every action I took in court was honorable, respectable, and done in good faith toward real remedies, which, though often inconvenient for me, would have remediated any real concerns, without the destruction of my life and my ex-wife's. Unfortunately, I never found the same in return.

65. Once my counsel was released, defendant Story discarded her prior agreements[90] and failed to abide by the guarantees she made to me in court on August 29, 2019.[91]

66. Ultimately, to ensure my silence, the defendants decided to threaten my life while revoking my freedom despite the fact that I told them that their bad faith "order of protection" was interfering with my ability to pass pre-employment background checks, so that I could obtain suitable and desperately needed employment, under the circumstances[92], preventing me from being able move forward, support myself, and survive.

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88 DOC 18, PID 2417-2616 | https://rico.jefffenton.com/evidence/2024-01-16_marsha-fenton-sons-tn-legal-proceedings.pdf

89 DOC 54-1, PID 4368 | https://rico.jefffenton.com/evidence/2021-03-21_knox-news-binkley-threatens-prior-restraints.pdf
DOC 1-14, PID 597-640 | https://rico.jefffenton.com/evidence/2021-03-21_knox-news-binkley-threatens-prior-restraints.mp4

90 DOC 47, PID 3981 | https://rico.jefffenton.com/evidence/2019-08-05_attorney-agreement-extending-answer-deadline.pdf

91 DOC 23, PID 2863-2920 | https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-transcript-audio-markers.pdf
DOC 23-4, PID 2920 | https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-audio-recording.mp3

92 DOC 1-28, PID 1658 | https://rico.jefffenton.com/evidence/2021-01-19_tnsc-immunity-disorder-strike-expunge-op.pdf
DOC 1-2, PID 48-63 | https://rico.jefffenton.com/evidence/2020-10-13_affidavit-of-mother-marsha-ann-fenton.pdf

RETALIATION BY THE CHANCERY COURT

67. When I reported defendant Story's and Binkley's misconduct to the Tennessee Court of Appeals[93], the Chancery Court retaliated against me by adding *five more years*[94] onto their fraudulent, out-of-state, default "order of protection," without notice[95] or hearing.

68. Upon information and belief, this is the same behavior exhibited by defendant Binkley's former benefactor[96], corrupt Nashville Judge Casey Moreland.[97] Moreland conspired with an FBI informant[98] to hire a dirty cop to pull over a witness against Moreland, plant drugs on her,[99] and arrest her for having those drugs and to destroy her credibility and her life while having her wrongly incarcerated for completely fraudulent charges.

69. Such rogue judges operate[100] by using law as their weapon.[101] Once someone is a threat to them[102]—for example, by simply testifying to the truth about the crimes they committed—his life, career, property, and family remains in danger 24/7/365, *even five years later after moving 577 miles away, simply to try to survive,* like I did. There are few things to which they will not resort[103] in order to

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93 DOC 50, PID 4082-4086 | https://rico.jefffenton.com/evidence/2020-10-16_coa-emergency-motion-reporting-misconduct.pdf

94 DOC 1-31, PID 1794-1873 | https://rico.jefffenton.com/evidence/2020-09-24_5yr-op-ext-retaliation-no-notice-motion-hearing.pdf

95 DOC 54-1, PID 4369 | https://rico.jefffenton.com/evidence/2020-09-30_wilco-inquiry-about-extended-op-and-sales-records.mp3

96 DOC 54-1, PID 4358 | https://rico.jefffenton.com/evidence/2017-02-01_wsmv-binkley-arrest-expunged-by-moreland.mp4
DOC 43, PID 3696-3697 | https://rico.jefffenton.com/evidence/2017-02-01_wsmv-binkley-arrest-expunged-by-moreland.pdf

97 DOC 52, PID 4180-4201 | https://rico.jefffenton.com/evidence/2018-02-28_tn-judge-cason-moreland-fbi-criminal-complaint.pdf

98 DOC 54-1, PID 4360 | https://rico.jefffenton.com/evidence/2017-04-03_wtvf-undercover-fbi-video-of-casey-moreland.mp4

99 DOC 54-1, PID 4362 | https://rico.jefffenton.com/evidence/2017-04-03_wtvf-moreland-tried-to-plant-drugs-on-witness.mp4

100 DOC 42, PID 3677-3679 | https://rico.jefffenton.com/ evidence/2014-10-23_tenn-moreland-reprimanded-by-state-board.pdf
DOC 43, PID 3689-3693 | https://rico.jefffenton.com/ evidence/2017-01-31_nashville-judicial-misconduct-leigh-terrys-death.pdf
DOC 43, PID 3694-3695 | https://rico.jefffenton.com/ evidence/2017-02-01_scene-ethics-complaint-against-two-judges.pdf

101 DOC 1-31, PID 1794-1873 | https://rico.jefffenton.com/evidence/2019-10-21_order-of-protection-as-illegal-prior-restraint.pdf
DOC 1-31, PID 1794-1873 | https://rico.jefffenton.com/evidence/2020-09-24_5yr-op-ext-retaliation-no-notice-motion-hearing.pdf
DOC 43, PID 3698-3701 | https://rico.jefffenton.com/evidence/2017-04-03_nc5-moreland-tried-to-plant-drugs-on-witness.pdf

102 DOC 54-1, PID 4368 | https://rico.jefffenton.com/evidence/2021-03-21_knox-news-binkley-threatens-prior-restraints.mp4
DOC 1-14, PID 597-640 | https://rico.jefffenton.com/evidence/2021-03-21_knox-news-binkley-threatens-prior-restraints.pdf

103 DOC 58-2, PID 4628-4630 | https://rico.jefffenton.com/ evidence/2019-07-01_tenn-bpr-targets-whistleblowers-not-corruption.pdf

terrorize, intimidate, and silence people whose testimony should put them in prison.

70. At fifty years old, having been independent all my life, everything I owned was essentially stolen from me since my home, retirement, and much of my personal property was taken without me ever being given a meaningful chance to be heard or defend myself. Hundreds of pages of my sworn testimony and evidence I filed in Chancery Court on August 29, 2019, went completely ignored as did the State of Tennessee's rules of both judicial and professional conduct[104], the Constitution of the United States of America, and the Tennessee Constitution. All of this meant absolutely nothing to the Chancery Court, defendant Binkley, and his close family and partying friend, defendant Story, along with the other defendants.

71. Without anyone present in court, who could *physically force them to obey the law*, I had absolutely zero chance of being treated ethically, humanely, or legally[105] as repeatedly proven in court dialog, claims, motions, and orders in my case[106].

72. At the very least, defendants Binkley and Story both belong in prison[107]; however, I'm the one essentially imprisoned because of the fraudulent order of protection issued against

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DOC 52, PID 4174-4179 | https://rico.jefffenton.com/ evidence/2021-03-21_knoxnews-coa-removes-judge-binkley-for-bias.pdf
DOC 58-3, PIC.4632-4710 | https://rico.jefffenton.com/evidence/2024-02-16_tnsc-disbarred-whistleblower-brian-manookian.pdf
DOC 58-4, PID 4712-4716 | https://rico.jefffenton.com/evidence/2024-02-16_tnsc-manookian-disbarment-opinion-justice-lee.pdf

104 DOC 41, PID 3570-3608 | https://rico.jefffenton.com/evidence/tennessee-rules-of-judicial-and-professional-conduct.pdf

105 As the court transcripts will easily prove, if I can ever find someone with authority who cares.

106 DOC 19, PID 2617-2716 | https://rico.jefffenton.com/evidence/2019_tn-court-motions-in-chronological-order.pdf

107 DOC 53, PID 4258-4349 | https://rico.jefffenton.com/evidence/2024-03-13_irrefutable-proof-of-criminal-conspiracy.pdf
DOC 38, PID 3445-3496 | https://rico.jefffenton.com/evidence/2019-04-26_conspiracy-against-rights-under-color-of-law.pdf
DOC 54-1, PID 4371 | https://rico.jefffenton.com/evidence/2021-12-02_fbi-mark-shafer-binkley-story-corruption.mp3
DOC 54-1, PID 4367 | https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-recorded-call.mp3
DOC 28, PID 3276-3288 | https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-call-declaration.pdf
DOC 1-12, PID 479-596 | https://rico.jefffenton.com/evidence/2019-10-29_tn-wilco-deed-fraud-ada-financial-exploitation.pdf
DOC 21, PID 2781-2817 | https://rico.jefffenton.com/evidence/2024-01-18_binkley-disqualification-for-bias-coercion.pdf
DOC 33, PID 3310-3391 | https://rico.jefffenton.com/evidence/2019-08-01_hearing-professional-and-judicial-misconduct.pdf
DOC 19, PID 2617-2716 | https://rico.jefffenton.com/evidence/2019_tn-court-motions-in-chronological-order.pdf

me[108] over five years ago.

73. Several of the defendants in this case continue to interfere with and lawlessly deprive me of life, liberty, and employment based upon clearly void[109] "default" judgments, which the Tennessee courts unlawfully issued, and *unreasonably* refused to remedy afterwards.[110]

I NEVER FAILED TO PLEAD

74. My 250+/- page filing[111] in Chancery Court on August 29, 2019, included an ad hoc divorce answer and counterclaim as well as an answer for the fraudulent order of protection and the forced motion to sell my marital residence. Hence, it was physically impossible to have **any** good faith "default judgments" levied against me in docket #48419B. Yet they remain despite my fight for five-plus years to get one honest person of authority to obey the law, their oath of office, and Tennessee's Code of Judicial Conduct by vacating the void judgments/orders.

75. I informed both defendant Story[112] and the Court of Appeals about all of this while filing clarifications[113], yet not one word of my hundreds of pages of pleadings filed in Chancery Court August 29, 2019, has ever been used to my benefit. *That is not reasonable.*

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[108] DOC 1-31, PID 1794-1873 | https://rico.jefffenton.com/evidence/2019-10-21_order-of-protection-as-illegal-prior-restraint.pdf
DOC 1-31, PID 1794-1873 | https://rico.jefffenton.com/evidence/2020-09-24_5yr-op-ext-retaliation-no-notice-motion-hearing.pdf

[109] Defendant Binkley was unquestionably disqualified per Tenn. R. Sup. Ct. 2.11(A)(1) from hearing docket #48419B on August 29, 2019, due to unreasonable bias, excessive judicial and attorney misconduct, obstruction of justice, ordering my wrongful eviction from my home when the court was specifically prohibited from exercising jurisdiction over my marital residence by federal law. Everything done by Binkley in docket #48419B after August 29, 2019, (at the latest) is unequivocally void and must be vacated as a matter of law.

[110] Federal courts had original and exclusive jurisdiction over my marital residence because it was part of my ex-wife's bankruptcy estate. My ex-wife and her counsel motioned to sell our marital residence (without my knowledge or agreement) in the bankruptcy court, which was "core" to the bankruptcy action and one of the primary reasons they filed the bankruptcy, hence the matter could not have been lawfully abdicated to or heard by a state court. The bankruptcy court was required to allow both me and my two tenants (roommates) to file adversarial proceedings (F.R.B.P. Rule #7001) and provide me notices regarding hearings in federal court along with providing me "adequate protection" throughout my ex-wife's bankruptcy, none of which they lawfully performed. Bottom line: the bankruptcy court was prohibited by 11 U.S.C. 363(h)(3) from selling our marital residence.

[111] DOC 1-18, PID 766-1038 | https://rico.jefffenton.com/evidence/2019-08-29_husbands-one-and-done-answer-to-all.pdf

[112] DOC 49, PID 4046-4067 | https://rico.jefffenton.com/evidence/2020-05-05_notified-story-about-her-fraudulent-affidavit.pdf
DOC 51, PID 4136-4138 | https://rico.jefffenton.com/evidence/2020-10-30_storys-objection-to-correcting-the-court-record.pdf

[113] DOC 51, PID 4088-4135 | https://rico.jefffenton.com/evidence/2020-10-28_motion-to-supplement-and-correct-the-record.pdf

76. I witnessed both defendants Binkley and Story hold my "ONE AND DONE"—250+/- pages of pleadings that included my defense to every fraudulent claim against me to the best of my ability on short notice[114]—in their hands during open court on August 29, 2019, and state to me that they would address it at the next hearing, which, of course, never happened.

DEFENDANT STORY SAID I COULD PARTICIPATE OVER THE PHONE

77. Lines 1-7 on page 24[115] of the transcript of evidence[116] from the August 29, 2019, hearing show that defendants Story and Binkley stated:

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

78. Defendant Story told me in open court that she would allow me to participate in the following hearing over the phone. Defendants Binkley and Story both knew that as a result of them wrongfully evicting me from my home—five days after this hearing, without Tennessee courts possessing lawful jurisdiction[117]—they were dislocating me to Michigan to stay with my elderly mother in her home, to obtain emergency replacement shelter and provision.

79. After I crossed the state line, everything they had told me went right out the window. The defendants destroyed my life and my ability to simply get a decent job from home to

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[114] DOC 1-18, PID 766-1038
DOC 51, PID 4088-4135 | https://rico.jefffenton.com/evidence/2020-10-28_motion-to-supplement-and-correct-the-record.pdf

[115] DOC 23, PID 2887 | https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-transcript-audio-markers.pdf

[116] DOC 23, PID 2863-2920 | https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-transcript-audio-markers.pdf

[117] DOC 53, PID 4258-4349 | https://rico.jefffenton.com/evidence/2024-03-13_irrefutable-proof-of-criminal-conspiracy.pdf
DOC 28, PID 3276-3288 | https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-call-declaration.pdf

help support myself[118] without becoming a complete financial liability upon my family or the State of Michigan—neither of which was Tennessee's problem even though that state and other defendants in it are ultimately responsible for all the wrongdoing that took place and for denying me a cure for over five obscene years of litigious torture.

FRAUD ON THE COURT BY OFFICERS OF THE COURT

80. Essentially, everything in the Chancery Court was a fraudulent character assassination spearheaded by the fraudulent "order of protection *ex parte*"[119] I received a few days after I first learned about the secret bankruptcy filing and began asking questions. I was unlawfully deprived of notice by the bankruptcy court and counsel and after I began asking questions defendant Story's law firm pounced on me unexpectedly with divorce papers, immediately followed with the *ex parte* protective order, to essentially bind and gag me, straight from the start.

81. In fact, I was maliciously over-served by defendant Story's firm[120], three times in total with the last time being by the Williamson County Sherriff's Office[121], as they personally delivered the order of protection, which was based upon false testimony and for ulterior purposes—one of which was to make it appear as though I was avoiding service.

82. Counsel in both courts and defendant Binkley did what they knew would *guarantee* their *predetermined* outcome—regardless of any rules or laws. Hence, they accomplished their goal by passing the deprivation of my rights and real property from the federal courts in Tennessee to the state courts even though the state expressly lacked jurisdiction.[122]

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[118] DOC 1-28, PID 1658 | https://rico.jefffenton.com/evidence/2021-01-19_tnsc-immunity-disorder-strike-expunge-op.pdf
DOC 1-2, PID 48-63 | https://rico.jefffenton.com/evidence/2020-10-13_affidavit-of-mother-marsha-ann-fenton.pdf

[119] DOC 54-1, PID 4359 | https://rico.jefffenton.com/evidence/2019-06-20_wcso-exparte-order-of-protection-service.mp3
DOC 52, PID 4225-4228 | https://rico.jefffenton.com/evidence/2023-12-13_wcso-racketeering-official-oppression.pdf

[120] DOC 46, PID 3950 | https://rico.jefffenton.com/evidence/2019-06-20_abusive-civil-action-by-story-exparte-service.pdf

[121] DOC 54-1, PID 4359 | https://rico.jefffenton.com/evidence/2019-06-20_wcso-exparte-order-of-protection-service.mp3

[122] DOC 53, PID 4264-4265 | https://rico.jefffenton.com/evidence/2024-03-13_irrefutable-proof-of-criminal-conspiracy.pdf

83. On October 21, 2019, or during an *ex parte* communication prior, defendants Story and Binkley changed their minds about allowing me to participate in this next hearing over the phone, while failing or refusing to provide me with any notice whatsoever, contradicting what I was told in open court on August 29, 2019, by defendant Story.

84. Instead of following law, the defendants colored court records to make it appear as if I had voluntarily chosen to sell my marital residence, render myself homeless without one dollar to my benefit, and voluntarily "relocate" to Michigan after which I was no longer interested in defending my case in Tennessee[123], no matter what ill-fate awaited me as a result. Once defendants seized possession of my marital residence, they fraudulently terminated all litigation under the guise of "default" judgments.[124]

85. Those claims by defendants Story and Binkley were utterly false and fraudulent.[125] I already had a defense on record[126] for everything, yet they refused to use it to my benefit—in violation of Tennessee's rules of both professional and judicial conduct.

TENN. R. SUP. CT. 3.3 (RULE 3.3) CANDOR TOWARD THE TRIBUNAL

(a) A lawyer shall not knowingly:

(1) make a false statement of fact or law to a tribunal; or

(3) in an *ex parte* proceeding, <u>fail to inform the tribunal of all material facts known to the lawyer that will enable the tribunal to make an informed decision, whether or not the facts are adverse</u>.

(c) A lawyer shall not affirm the validity of, or otherwise use, any evidence the lawyer knows to be false.

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[123] DOC 19-12, PID 2695-2704 | https://rico.jefffenton.com/evidence/2019-10-21_fraudulent-final-affidavit-by-virginia-story.pdf

[124] DOC 19-13, PID 2706-2709 | https://rico.jefffenton.com/evidence/2019-10-21_chancery-final-decree-of-divorce.pdf

[125] DOC 49, PID 4046-4067 | https://rico.jefffenton.com/evidence/2020-05-05_notified-story-about-her-fraudulent-affidavit.pdf

[126] DOC 1-18, PID 766-1038 | https://rico.jefffenton.com/evidence/2019-08-29_husbands-one-and-done-answer-to-all.pdf

Comment

[5] Ordinarily, an advocate has the limited responsibility of presenting one side of the matters that a tribunal should consider in reaching a decision; the conflicting position is expected to be presented by the opposing party. However, in an *ex parte* proceeding, such as an application for a temporary restraining order or one conducted pursuant to RPC 1.7(c), there is no balance of presentation by opposing advocates. The object of an *ex parte* proceeding **is nevertheless to yield a substantially just result**. The judge has an affirmative responsibility to accord the absent party just consideration. As provided in paragraph (a)(3), the lawyer for the represented party has the correlative duty to make disclosures of material facts known to the lawyer and that the lawyer reasonably believes are necessary to an informed decision.

TENN. R. SUP. CT. 1.1 (RULE 1.1) COMPLIANCE WITH THE LAW

A judge shall comply with the law, including the Code of Judicial Conduct.

TENN. R. SUP. CT. 2.4 (RULE 2.4) EXTERNAL INFLUENCES ON JUDICIAL CONDUCT

(A) A judge shall not be swayed by partisan interests, public clamor or fear of criticism.

(B) A judge shall not permit family, social, political, financial, or other interests or relationships to influence the judge's judicial conduct or judgment.

Comment

[1] An independent judiciary requires that judges decide cases according to the law and facts, without regard to whether particular laws or litigants are popular or unpopular with the public, the media, government officials, or the judge's friends or family. Confidence in the judiciary is eroded if judicial decision making is perceived to be subject to inappropriate outside influences.

TENN. R. SUP. CT. 2.6 (RULE 2.6) ENSURING THE RIGHT TO BE HEARD

(A) A judge shall accord to every person who has a legal interest in a proceeding, or that person's lawyer, the right to be heard according to law.

Comment

[1] The right to be heard is an essential component of a fair and impartial system of justice. Substantive rights of litigants can be protected only if procedures protecting the right to be heard are observed.

TENN. R. SUP. CT. 2.9 (RULE 2.9) *EX PARTE* COMMUNICATIONS

(A) A judge shall not initiate, permit, or consider *ex parte* communications, or consider other communications made to the judge outside the presence of the parties or their lawyers, concerning a pending or impending matter, except as follows:

(1) When circumstances require it, *ex parte* communication for scheduling, administrative, or emergency purposes, which does not address substantive matters, is permitted, provided:

(a) the judge reasonably believes that no party will gain procedural, substantive, or tactical advantage as a result of the *ex parte* communication; and

(b) the judge makes provision promptly to notify all other parties of the substance of the *ex parte* communication, and gives the parties an opportunity to respond.

(B) If a judge receives an unauthorized *ex parte* communication bearing upon the substance of a matter, the judge shall make provision promptly to notify the parties of the substance of the communication and provide the parties with an opportunity to respond.

(D) A judge shall make reasonable efforts, including providing appropriate supervision, to ensure that this Rule is not violated by court staff, court officials, and others subject to the judge's direction and control.

Comment

[1] The right to be heard is an essential component of a fair and impartial system of justice. Substantive rights of litigants can be protected only if procedures protecting the right to be heard are observed.

FED. R. CIV. P. RULE 8 — GENERAL RULES OF PLEADINGS[127]

(e) Construing Pleadings. Pleadings must be construed so as to do justice.

I NEVER CHOSE TO SELL MY HOME OR MOVE TO MICHIGAN—I WAS FORCED

86. Let me clearly state here and now that I neither sold my home nor did I move to Michigan by my own free will. *Both* were coerced by certain defendants! Because of fraud, both my two lawful tenants/roommates[128] and I were wrongfully evicted from my home, giving possession of it to my ex-wife, her counsel, the auctioneers, and the court.

87. I was rendered immediately homeless and destitute, with only a five-day notice over a holiday weekend, escorted off my property by four sheriff's deputies like a dangerous felon without even being allowed to take my bed with me—despite twenty-five years of being a hardworking, taxpaying, peaceful Tennessee resident without so much as a single traffic citation.

88. In defendant Binkley's default "Final Decree of Divorce" he stated, "Husband has not filed an Answer and has had two attorneys both of whom have withdrawn." That statement was false, and both defendants Binkley and Story reasonably should have known that. They had

[127] https://www.law.cornell.edu/rules/frcp/rule_8

[128] DOC 45, PID 3800-3807 | https://rico.jefffenton.com/evidence/2019-03-26_fenton-sunnyside-roommate-lease-merriman.pdf
DOC 45, PID 3808-3813 | https://rico.jefffenton.com/evidence/2019-04-09_fenton-sunnyside-roommate-lease-garcia.pdf

my filed answer[129] in their hands in court on August 29, 2019, and assured me that they would address my filings during the October 21, 2019, hearing. Regarding attorneys who have "withdrawn," the first attorney I hired needed to be fired for inaction[130], and for the second, I could no longer afford counsel[131] after the court wrongfully deprived me of my last stream of income, my tenant/roommate rents[132], followed by ordering the forced absolute auction of my home[133], with no reserve. Despite it being both highly valuable and the only real asset owned by me and my ex-wife, the court forced its liquidation without providing one dollar[134] toward my replacement shelter, moving expenses, storage, I wasn't even provided gas money in exchange for the hundreds of thousands of dollars which were stolen from us.

89. The whole thing was a scam. The bankruptcy fraud[135] relieved my ex-wife from six years of alimony[136] payments[137]. It is well known that any *legitimate* bankruptcy does not relieve the debtor from spousal support obligations[138]. Any action planted squarely inside a fraudulent action in another court, especially for the express purpose of intentionally deceiving both courts while circumventing the rights and protections required to be obeyed in that court[139] prior to the deprivation of the property is fraud sowed upon fraud and can beget nothing other than fraud compounded.

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129 DOC 1-18, PID 766-1038 | https://rico.jefffenton.com/evidence/2019-08-29_husbands-one-and-done-answer-to-all.pdf

130 DOC 47, PID 3960-3962 | https://rico.jefffenton.com/evidence/2019-07-26_attorney-gates-failed-to-perform.pdf

131 DOC 47, PID 3978-3980 | https://rico.jefffenton.com/evidence/2019-08-02_attorneys-miller-duke-retainer-exhausted.pdf

132 DOC 45, PID 3800-3807 | https://rico.jefffenton.com/evidence/2019-03-26_fenton-sunnyside-roommate-lease-merriman.pdf
DOC 45, PID 3808-3813 | https://rico.jefffenton.com/evidence/2019-04-09_fenton-sunnyside-roommate-lease-garcia.pdf

133 DOC 1-13, PID 553-556 | https://rico.jefffenton.com/evidence/2019-09-28_illegal-coerced-auction-wilco-rico-deed-fraud.pdf

134 DOC 48, PID 4002-4003 | https://rico.jefffenton.com/evidence/2019-10-10_chancery-no-proceeds-from-forced-auction.pdf

135 DOC 19-2, PID 2632-2646 | https://rico.jefffenton.com/evidence/2019-04-26_ausbrooks-story-fraudulent-bk-petition.pdf

136 DOC 44, PID 3773 | https://rico.jefffenton.com/evidence/2019-01-08_wifes-claims-about-alimony-and-lawyers.pdf

137 DOC 27, PID 3260-3275 | https://rico.jefffenton.com/evidence/2018-07-12_arons-and-associates-divorce-planning.pdf
DOC 1-26, PID 1317-1318 | https://rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf

138 DOC 38, PID 3445-3496 | https://rico.jefffenton.com/evidence/2019-04-26_bankruptcy-crimes-rules-and-laws-violated.pdf

139 DOC 38, PID 3445-3496 | https://rico.jefffenton.com/evidence/2019-04-26_bankruptcy-crimes-rules-and-laws-violated.pdf

MY OBJECTION TO SIGNING THE "LISTING AGREEMENT" FOR THE COURT-ORDERED AUCTION

90. As I stated on pages 48-50 of my "ONE AND DONE[140]" pleading, which I filed in chancery court on August 29, 2019, I objected to being forced to sign the listing agreement or being compelled in any way to participate in the court-ordered auction of my home. On those pages[141], I stated as follows:

> 10.) "In such event, not out of any disrespect for the court, obstinance, or belligerence on the part of Husband, nor due to any resentment toward the court, Wife, or this process, Husband respectfully requests that by court order, (not a POA or Quit Claim Deed, which Husband must sign), the court executively provide the Wife with the authority to completely sell the property, without the need for any signatures or participation by Husband."
>
> (a) "To frankly explain the reason this is so important to Husband, again, it is out of no act of disrespect, rebellion or defiance, it is simply a matter of beliefs. Husband believes that by providing his signature, that he is approving of the transaction which he is signing for" (emphasis added).
>
> (b) "While Husband believes that he is being robbed of his home, and any opportunity to take over payments and try to keep it, by Wife's fraudulent default on the mortgages performed months ago by Wife, without providing Husband with any notice, while refusing to even reply to Husbands questions on the matter" (emphasis added).

[140] DOC 1-18, PID 766-1038 | https://rico.jefffenton.com/evidence/2019-08-29_husbands-one-and-done-answer-to-all.pdf

[141] DOC 18-7, PID 2574-2576 | https://rico.jefffenton.com/evidence/2019-08-29_husbands-one-and-done-answer-to-all.pdf

(c) "Husband does not blame court for this, but Husband absolutely feels as though he is being robbed of most of what he has worked for in his life. Regardless of the auction sales price, or the amount of final alimony Wife is ordered to pay Husband (should alimony be awarded), Husband will never, in his lifetime, have the opportunity to enjoy this standard of living again. With all the unique characteristics which this property naturally possesses, as well as those which Husband spent nearly a decade building and constructing on the property, for the family's home forever. Husband recognizes this as a once in a lifetime chance for both the Husband and Wife, which now they have foolishly forfeited."

(d) "Husband tried with every ounce of his being to prevent Wife from forcing this outcome, but with the mortgages in Wife's name, Husband ultimately was powerless over monitoring their status. At the same time, without some serious training, followed by a full-time job, and a few years of advancement, there is no way that Husband could have proactively paid mortgages, just 'in case' wife wasn't continuing to pay those bills, as she had been. Without absolutely any notice to Husband that her financial situation had changed, even if legitimate, which Husband highly doubts. Regardless, with timely notice from Wife to Husband, that their jointly owned asset was at risk, Husband could have worked towards finding a solution to help cure that financial shortfall, prior to reaching the point of default."

(e) "Yet Wife stole that opportunity from Husband, and as such, suffering a loss of a lifetime, without so much as a hint in advance, Husband wishes to play no part in the final moves of Wife's schemes, to abandon and financially undermine Husband, costing Husband the largest loss of his lifetime."

FORCED TO SIGN THE "LISTING AGREEMENT" TO AUCTION MY HOME BY DEFENDANT BINKLEY – UNDER THE THREAT OF INCARCERATION

91. On page 9, line 22 through page 10, line 23 of the transcript of evidence[142] from the August 29, 2019, hearing, defendant Binkley threatened me as follows (emphasis added):

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

[142] DOC 23, PID 2872-2873 | https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-transcript-audio-markers.pdf
DOC 23-4, PID 2920 | https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-audio-recording.mp3

92. On page 18, lines 16-17 of the transcript of evidence[143] from the August 29, 2019, hearing, defendant Binkley ordered me to sign the auction "listing agreement" to sell my home:

> 16· · · · · · · THE COURT:· In addition, you're to sign
> 17· ·this contract today.

93. On page 21, lines 5-22, and on page 22, lines 10-12 of the transcript of evidence[144] from the August 29, 2019, hearing, defendant Binkley continued to order the forced deprivation of my property—without lawful jurisdiction or due process (emphasis added):

> ·5· · · · · · · THE COURT: ...This
> ·6· ·is what we're doing.· You're going to sign this
> ·7· ·contract now.· Give it to him, Ms. Story.
> ·8· · · · · · · You are to be out of the house.· Do not
> ·9· ·take any furniture, furnishings, or anything.· But
> 10· ·you're to be out September 3rd at noon...
> 20· · · · · · · There will be a deputy there to make sure
> 21· ·that you followed the Court Order and do what you're
> 22· ·supposed to do...
>
> 10· · · · · · · You signed the agreement, you understand
> 11· ·that you're to be out September 3rd at 12 noon, no
> 12· ·later.· Not one minute later...

94. Despite my efforts to halt the "sale" of my home[145], it was auctioned[146] anyway based on void court orders[147], which was real estate deed fraud[148]. I notified[149] certain defendants that any

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143 DOC 23, PID 2881 | https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-transcript-audio-markers.pdf
DOC 23-4, PID 2920 | https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-audio-recording.mp3

144 DOC 23, PID 2884 | https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-transcript-audio-markers.pdf
DOC 23-4, PID 2920 | https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-audio-recording.mp3

145 DOC 57-1, PID 4419-4441 | https://rico.jefffenton.com/evidence/2019-09-20_halt-confronting-criminal-misconduct-by-story.pdf
DOC 57-1, PID 4452-4459 | https://rico.jefffenton.com/evidence/2019-09-23_notified-binkley-false-claims-in-storys-order.pdf

146 DOC 1-13, PID 553-556 | https://rico.jefffenton.com/evidence/2019-09-28_illegal-coerced-auction-wilco-rico-deed-fraud.pdf

147 DOC 68, PID 5009-5029 | https://rico.jefffenton.com/evidence/2024-08-22_memorandum-of-law-about-void-tn-court-orders.pdf

148 DOC 48, PID 4019-4029 | https://rico.jefffenton.com/evidence/2019-10-29_1986-sunnyside-real-estate-deed-fraud.pdf

149 DOC 57-1, PID 4442-4450 | https://rico.jefffenton.com/evidence/2019-09-21_notice-listing-agreement-coerced-null-and-void.pdf

related judgments and/or orders were null and void; however, they took no remedial action.

NOTHING IN DOCKET #48419B WAS EVER "UNDISPUTED"

95. Defendant Binkley said in his Final Decree of Divorce[150], "The Court finds, based upon the undisputed testimony of Wife, a witness for Wife as to the grounds for the divorce, the exhibits introduced in this cause, and the record as a whole, that the following shall be the Order of this Court" (emphasis added).

96. Not only is such a statement fraud on the court by an officer of the court, but it is also falsifying government records. No reasonable person can view the "record" in Williamson County docket #48419B and conclude that my ex-wife's testimony was "undisputed." Furthermore, nobody to date will inform me about who this mystery "witness" was and what his or her testimony was, which allegedly confirmed my ex-wife's "grounds for the divorce."

EX-WIFE'S NEGATIVE CASH-FLOW OF $400 - $500 PER MONTH

97. On February 25, 2019, I received an email[151] from Ms. Fenton responding to my February 21, 2019, email requesting clarification on her finances[152] whereby she stated in substantial part:

- "Sorry took so long; been going through all finances again the last couple of weeks, updating all data, and figured out that I am still going in the red around $400 to $500 each month. So was trying to make sure I have money in the bank to cover checks."

DOC 57-1, PID 4451 | https://rico.jefffenton.com/evidence/2019-09-21_auctioneer-refused-to-stop-illegal-auction.pdf
DOC 57-1, PID 4481-4483 | https://rico.jefffenton.com/evidence/2019-10-10_notice-to-court-and-title-co-auction-was-illegal.pdf
DOC 57-1, PID 4478-4480 | https://rico.jefffenton.com/evidence/2019-10-10_notified-bankers-title-sale-illegal-unauthorized.pdf

150 DOC 19-13, PID 2706-2709 | https://rico.jefffenton.com/evidence/2019-10-21_chancery-final-decree-of-divorce.pdf

151 DOC 45, PID 3799 | https://rico.jefffenton.com/evidence/2019-02-25_wifes-monthly-budget-deficit_400-500.pdf

152 DOC 45, PID 3796-3798 | https://rico.jefffenton.com/evidence/2019-02-21_request-for-clarification-on-finances.pdf

98. This was not at all outside the expectations we had discussed during this season, because Ms. Fenton had access to substantial credit lines which could easily compensate for a temporary negative cash flow, with very low interest rates. Similarly, Ms. Fenton had an extremely strong vocation and professional license, with an excellent income and future earning potential, which could more than make up for this temporary setback. Ms. Fenton did not communicate any urgency or desired changes with this notice.

99. Still, I set out to cure this shortfall of hers—for both of our benefit and to stop us from accruing additional debt, which I successfully accomplished within the next couple of months.

JOB/TECHNICAL TRAINING/CAREER/ROOMMATES

100. Before being blindsided with divorce papers by defendant Story, I was trying to determine how to best prioritize the major challenges I found myself facing, needing to desperately regain my financial independence again, as I had maintained all my life prior to this marriage and my soon to be ex-wife's lucrative employment as an architect. My limited options included obtaining vocational rehabilitation and technical training which both my ex-wife and I agreed that I **needed** to qualify for and obtain gainful employment in a computer-related field (but this required significant time and money), taking **any** job which I could quickly qualify for, and/or obtaining roommates to help share my expenses while generating rental income, as my ex-wife had previously suggested[153], and I had successfully done for years with my duplex[154], prior to our marriage.

101. I had been self-employed between real estate, computer work for my ex-wife's employer, and a small marketing business I owned for several years, but the income was sporadic

[153] DOC 43, PID 3723-3724 | https://rico.jefffenton.com/evidence/2018-08-30_wifes-budget-for-husband-keeping-home.pdf

[154] DOC 1-27, PID 1406-1413

and unpredictable. Now that I found myself getting a divorce, I needed to return to a technical career which could meaningfully and consistently provide for me for the rest of my life without any dependency upon my ex-wife.

102. Being fifty years of age is not the best time to start such a transition, so I needed to be smart about how I pursued it. I also had an immediate need for income. The most obvious solution appeared to be for me to obtain any entry-level job and/or to obtain roommates.

103. Unfortunately, both of those options had inherent risks associated with them. The consequences of pursuing either could cost me more than I had to gain at the moment. Similarly, anything for which I exchanged my time[155] could seriously limit my options thereafter.

104. By obtaining roommates and allowing strangers to live in my home, there was the risk of property damage to a half-million-dollar home for the benefit of one to two thousand dollars in rental income per month. By obtaining any low-level job, I would lose time which I could otherwise invest into vocational training to re-enter the workforce in a more skilled, rewarding, and permanent role. I reasoned that my presence during any early tenancy would be crucial to set the tone in order to establish rules/expectations and mitigate risk of damage to my home. Such presence would preclude working outside my home for a period of time.

105. At this juncture, the interim agreement between Ms. Fenton and I was a culmination of two earlier agreements, the first being her original proposed budget[156] for us living apart until we could successfully negotiate an equitable division of our assets, property, debts, and

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[155] DOC 1-38, PID 2032-2045 | https://rico.jefffenton.com/evidence/2020-07-08_tnsc-coa-ada-request-for-modification.pdf
DOC 32, PID 3296-3309 | https://rico.jefffenton.com/evidence/1-23-cv-01097_fenton-declaration-of-disabilities.pdf
DOC 52, PID 4254-4257 | https://rico.jefffenton.com/evidence/tn-ada-disabilities-exploited-for-advantage-ocpd-merck.pdf

[156] DOC 43, PID 3720-3721 | https://rico.jefffenton.com/evidence/2018-05-02_family-budget-living-apart.pdf

marriage with a marital dissolution agreement (MDA) followed by a divorce. Under this agreement, she paid all the bills for our marital residence and provided me with a flexible monthly allowance for my consumable expenses (food, auto, health, etc.), which typically cost another $1,000 or more.

106. The second portion of our interim agreement at this juncture was our "Verbal Settlement Agreement."[157] This agreement had Ms. Fenton paying the same bills for our marital residence including both mortgages and our utilities, but provided her a considerable savings in regard to my monthly consumable expenses by capping her contribution at $500 monthly, paid in $250 increments with each of her paychecks and thereby substantially reducing her shortfall—and any perceived need for a bankruptcy.

107. Ms. Fenton agreed to this Verbal Settlement Agreement[158] on October 27, 2018, at which point she immediately began benefitting by paying me less support for my consumable expenses each month. At that point, I needed to begin borrowing money from my family to make ends meet, so we were both known to have been experiencing a negative monthly cash-flow at this juncture, but a major portion of this shortfall shifted from her to me at this point.

108. In the following months, Ms. Fenton ultimately refused to sign our Verbal Settlement Agreement so that we could move forward with amicably selling our home as was intended, but I never demanded that she pay more again for my consumable expenses. She maintained the reduced rate of $500 per month for those expenses. It was my understanding that she would continue paying our mortgages and utilities for our marital residence as she had

[157] DOC 1-26, PID 1317-1318 | https://rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf

[158] DOC 1-26, PID 1317-1318 | https://rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf

repeatedly agreed and paid to date without fault, without ever rescinding or notifying or warning me otherwise.

109. Instead of trying to persuade Ms. Fenton to pay my monthly deficit for my consumable expenses during this period, I sincerely wanted to do more to help us both, so I decided to rent out two of our spare bedrooms, to a couple of quiet older gentlemen around my age[159]. One would roughly cure Ms. Fenton's monthly deficit, while the second would roughly cure mine. So, while operating transparently in good faith, that is exactly what I did.

TENANT INCOME CURES BUDGET DEFICITS, SECRET BANKRUPTCY FILED

110. On March 26, 2019, I entered into a one-year lease agreement with Mr. Merriman[160], renting him one of the extra bedrooms in my home for $750 per month. On April 9, 2019, I entered into a one-year lease agreement with Mr. Garcia[161], renting him one of the extra bedrooms in my home for $650 per month. This generated tenant/roommate rental income of $1,400 per month, the exact amount suggested by Ms. Fenton on August 30, 2018, in a budget[162] she created for me thus keeping our marital residence financially sound.

111. On May 16, 2019, I sent Ms. Fenton an email informing her that she no longer needed to send me the $500 per month toward my consumable expenses because my tenant rents were sufficient to cover that expense for me to which Ms. Fenton stated in her reply email to me: "Ok, I am good with keeping the utilities and not sending you checks for now. Thanks."

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[159] DOC 45, PID 3800-3807 | https://rico.jefffenton.com/evidence/2019-03-26_fenton-sunnyside-roommate-lease-merriman.pdf
DOC 45, PID 3808-3813 | https://rico.jefffenton.com/evidence/2019-04-09_fenton-sunnyside-roommate-lease-garcia.pdf

[160] DOC 45, PID 3800-3807 | https://rico.jefffenton.com/evidence/2019-03-26_fenton-sunnyside-roommate-lease-merriman.pdf

[161] DOC 45, PID 3808-3813 | https://rico.jefffenton.com/evidence/2019-04-09_fenton-sunnyside-roommate-lease-garcia.pdf

[162] DOC 43, PID 3723-3724 | https://rico.jefffenton.com/evidence/2018-08-30_wifes-budget-for-husband-keeping-home.pdf

112. It is important to understand that Ms. Fenton told me on February 25, 2019, that she had a negative monthly cash flow of $400 to $500[163]. On May 16, 2019, just eighty days later, I informed her that she could begin saving $500 per month[164], thus eliminating her shortfall.

113. As of May 16, 2019, I believed that Ms. Fenton's budget and negative cash-flow problems had been **completely cured** based upon all the information which she had shared with me up to that point. It was my understanding and belief that all of our mortgage payments had been timely paid just as our utilities had. Ms. Fenton must have known that this was my understanding and belief based upon our agreements[165] at that time, and did not tell me otherwise, even on that day.

114. I later learned that Ms. Fenton had secretly defaulted on our mortgages and filed for bankruptcy—while *specifically requesting* the sale and ultimately the forfeiture of our marital residence[166]—on April 26, 2019.[167] This was twenty days *before* the aforementioned email of May 16, 2019[168], whereby I was led to believe that I had completely cured Ms. Fenton's financial monthly shortfall. I had no idea that she was even considering filing for bankruptcy.

115. But I went further because, for the first time in a long time, I had a tiny surplus in my monthly finances, so I also transferred the utilities for our marital residence out of my ex-wife's name and into my own, thus providing Ms. Fenton with roughly another $400 in financial relief per month, for a total benefit of about $900 per month. The $1,400 per month in rental income allowed me to do this. Understand that this was a benefaction and not an obligation.

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163 DOC 45, PID 3799 | https://rico.jefffenton.com/evidence/2019-02-25_wifes-monthly-budget-deficit_400-500.pdf

164 DOC 46, PID 3916-3927 | https://rico.jefffenton.com/evidence/2019-05-16_support-email-wife-never-mentioned-bankruptcy.pdf

165 DOC 1-26, PID 1317-1318 | https://rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf
DOC 45, PID 3792-3793 | https://rico.jefffenton.com/evidence/2019-02-09_holding-pattern-with-wife-stick-to-cute-critters.pdf

166 DOC 19-2, PID 2646 | https://rico.jefffenton.com/evidence/2019-04-26_ausbrooks-story-fraudulent-bk-petition.pdf

167 DOC 1-8, PID 74-76 | https://rico.jefffenton.com/evidence/2019-04-26_fed-bankrupcy-filing-date-3-19-bk-02693.pdf

168 DOC 46, PID 3916-3927 | https://rico.jefffenton.com/evidence/2019-05-16_support-email-wife-never-mentioned-bankruptcy.pdf

116. In a series of text messages[169] with Ms. Fenton between the dates of June 7 and June 12, 2019, I informed her that I had assumed financial responsibility for the utilities at our marital residence. I stated toward the end of this thread, "No happiness, about me taking over another $400-$500 worth of bills? To let you apply those funds to your credit cards, or however you like? I hope I didn't stretch myself so thin without you even caring." I found it quite odd and confusing that she failed to show any enthusiasm about the additional financial relief. It was my honest belief then that I had not only cured my ex-wife's monthly cash-flow deficit, but that I had provided her a monthly surplus of approximately *four hundred dollars*.

117. Had it not been for the interference by the defendants, this rental income could have helped fund my desperately needed vocational training and bought me time to complete it so I could re-enter the workforce in a far more rewarding capacity, with room for meaningful advancement, in a field of work I enjoyed and even excelled at, to the extent I had so far explored. This I expected would benefit both my short-term recovery and my long-term need for sustainable financial independence, while continuing to enjoy a standard of living which I had worked hard to build throughout much of my life.

118. It needs to be stated at this point, with three single men (myself included), living in my beautiful four bedroom, two and a half bath, *twenty-five hundred square foot*, Brentwood home[170], that we rarely used more than half of that property. If I had obtained just one more roommate, which I asked the court for permission to do[171], but defendants Binkley and Story refused, my beautiful Brentwood home would have *cash-flowed on its own* entirely paid by tenant rents. While remaining a million-dollar nest egg[172], for my ex-wife and I to decide how to split later down the

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[169] DOC 46, PID 3940-3948 | https://rico.jefffenton.com/evidence/2019-06-11_husband-transferred-utilities.pdf

[170] DOC 52, PID 4202-4207 | https://rico.jefffenton.com/evidence/2022-01-03_1986-sunnyside-brentwood-tn-appreciation.pdf

[171] DOC 1-17, PID 692-702 | https://rico.jefffenton.com/evidence/2019-07-29_response-to-wifes-motion-to-sell-residence.pdf

[172] DOC 52, PID 4211-4217 | https://rico.jefffenton.com/evidence/2023-05-31_1986-sunnyside-brentwood-tn-appreciation.pdf

road *(instead we both got nothing)*, and the nicest home by far which I have ever invested in[173], owned[174], or had the privilege and enjoyment of living in. Instead, they unconscionably rendered me homeless without a dollar in exchange[175]!

119. Furthermore, I have significant experience as a landlord, and finding qualified tenants had never been easier in my life. The volume of tenants seeking to rent a bedroom around the Brentwood area, in such a beautiful and well maintained home, backing up to hundreds of acres of protected woodlands, across the street from Owl's Hill Nature Sanctuary, without any kids, smokers, or drama, where they could peacefully enjoy living for less than a thousand dollars each per month with the utilities paid.....I could have rented those bedrooms multiple times over and once the uncertainty of our divorce was over I could have easily raised my rents a few hundred dollars per month.

THE BANKRUPTCY FRAUD TEAM

120. Ms. Fenton's fraudulent[176] chapter 13 bankruptcy petition was executed on April 26, 2019, and filed in case 3:19-bk-02693[177] by bankruptcy specialist Attorney Mary Elizabeth Maney Ausbrooks[178] (BPR# 018097) and Attorney Alexander Sergey Koval (BPR# 029541) both of Rothschild & Ausbrooks, PLLC.[179] The petition was filed in the U.S. Bankruptcy Court for the Middle District of Tennessee located at 701 Broadway, Suite 260, Nashville, TN 37203.

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173 DOC 42, PID 3631-3657 | https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-premarital-assets-invested.pdf
DOC 42, PID 3665-3676 | https://rico.jefffenton.com/evidence/1986-sunnyside-property-improvement-highlights.pdf

174 DOC 19-1, PID 2624-2628 | https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-brentwood-tn-deed.pdf
DOC 19-1, PID 2620-2623 | https://rico.jefffenton.com/evidence/2011-04-29_fenton-marital-residence-tenancy-by-entirety.pdf

175 DOC 1-12, PID 479-596 | https://rico.jefffenton.com/evidence/2019-10-29_tn-wilco-deed-fraud-ada-financial-exploitation.pdf

176 DOC 19-2, PID 2632-2646 | https://rico.jefffenton.com/evidence/2019-04-26_ausbrooks-story-fraudulent-bk-petition.pdf
DOC 45, PID 3817-3819 | https://rico.jefffenton.com/evidence/2019-04-26_bankrupcy-planned-for-when-employer-retires.pdf

177 DOC 1-8, PID 74-478

178 DOC 51, PID 4169-4173 | https://rico.jefffenton.com/evidence/2021-01-27_notified-ausbrooks-fraud-misconduct-damages.pdf

179 DOC 19-2, PID 2632-2646 | https://rico.jefffenton.com/evidence/2019-04-26_ausbrooks-story-fraudulent-bk-petition.pdf

121. The chapter 13 trustee responsible was Attorney Henry Edward Hildebrand, III (BPR# 004630). The presiding bankruptcy court judge was Charles M. Walker (BPR# 019884).

122. This bankruptcy petition[180] contained false and fraudulent information while it also failed to disclose critical information about my ex-wife's domestic support obligations—paid previously[181], still paid at that time[182], and promised to be paid for several years to come[183]. Such false and fraudulent information constitutes bankruptcy fraud pursuant to 18 U.S. Code § 157.[184]

F.R.B.P. RULE #7001 - ADVERSARIAL PROCEEDINGS PREVENTED

123. The fraudulent bankruptcy petition also contained falsities about our property interests and failed to disclose that I, in fact, had lawful possession of our marital residence. Because I was never given official notification about this matter but should have been as an interested party, I could not file a civil complaint against discharge—an adversarial proceeding—as allowed by Rule #7001 of the Federal Rules of Bankruptcy Procedure and 11 U.S.C. § 363[185].

124. My ex-wife's counsel also failed to mention my two lawful tenants/roommates who had written, binding, federally protected leasehold property interests[186], which would have even survived foreclosure with the federal Protecting Tenants at Foreclosure Act[187] (PTFA), though I had access to the funds to prevent a foreclosure. Despite them also being interested parties, they

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[180] DOC 19-2, PID 2632-2646 | https://rico.jefffenton.com/evidence/2019-04-26_ausbrooks-story-fraudulent-bk-petition.pdf

[181] DOC 43, PID 3720-3721 | https://rico.jefffenton.com/evidence/2018-05-02_family-budget-living-apart.pdf

[182] DOC 46, PID 3916-3927 | https://rico.jefffenton.com/evidence/2019-05-16_support-email-wife-never-mentioned-bankruptcy.pdf

[183] DOC 1-26, PID 1317-1318 | https://rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf
DOC 44, PID 3773 | https://rico.jefffenton.com/evidence/2019-01-08_wifes-claims-about-alimony-and-lawyers.pdf

[184] https://www.law.cornell.edu/uscode/text/18/157

[185] DOC 28, PID 3276-3288 | https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-call-declaration.pdf
DOC 54-1, PID 4367 | https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-recorded-call.mp3

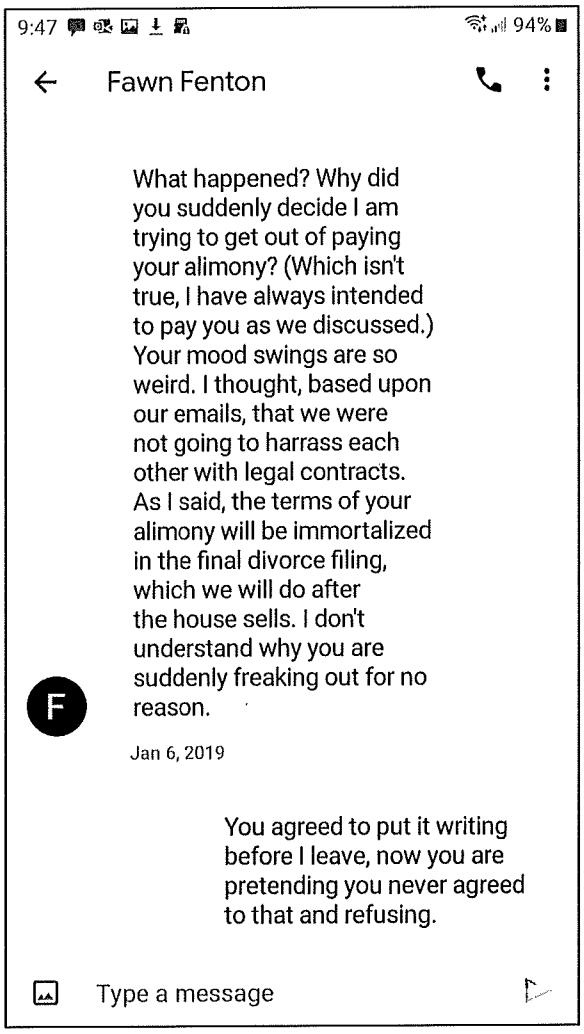
[186] DOC 45, PID 3800-3807 | https://rico.jefffenton.com/evidence/2019-03-26_fenton-sunnyside-roommate-lease-merriman.pdf
DOC 45, PID 3808-3813 | https://rico.jefffenton.com/evidence/2019-04-09_fenton-sunnyside-roommate-lease-garcia.pdf

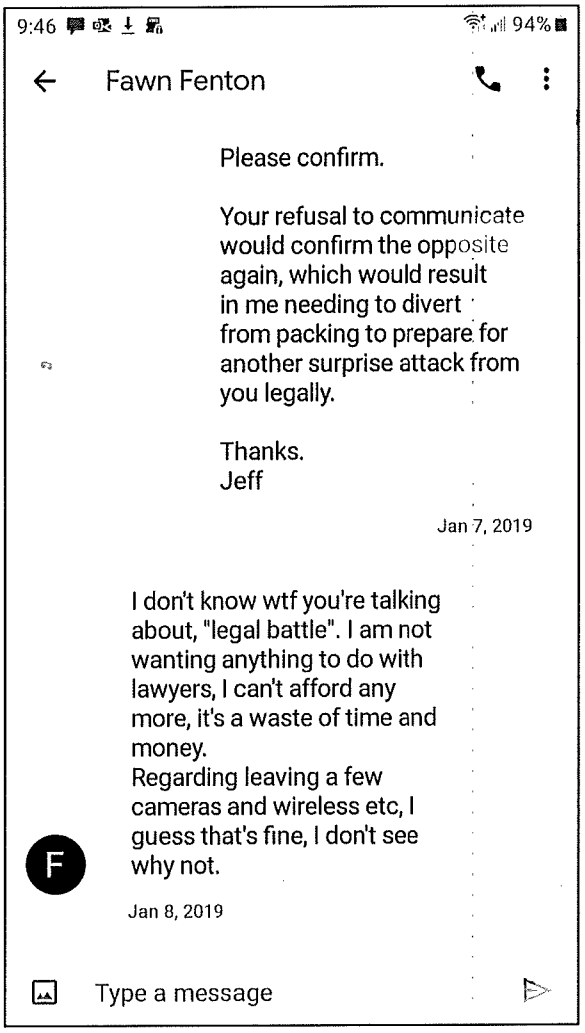
[187] https://www.occ.gov/publications-and-resources/publications/comptrollers-handbook/files/protecting-tenants-foreclosure/pub-ch-ptfa.pdf
https://www.federalreserve.gov/supervisionreg/caletters/caltr1804.htm

were similarly prevented from objecting to discharge via civil complaint/adversarial proceeding.

MS. FENTON LIKELY INFLUENCED BY CERTAIN DEFENDANTS

125. Let me be crystal clear. My ex-wife had promised to pay our mortgage payments[188] and had done so without fault until the defendants herein got involved in our lives. Since my ex-wife changed the account credentials and contact information on our family's financial accounts[189] including our mortgages, I had no access to the accounts or means of verifying whether she paid our mortgages, except to trust her to continue as she previously had and promised to do.





188 DOC 43, PID 3720-3721 | https://rico.jefffenton.com/evidence/2018-05-02_family-budget-living-apart.pdf

189 DOC 43, PID 3720-3721 | https://rico.jefffenton.com/evidence/2018-04-23_wife-locked-plaintiff-out-of-financial-accounts.pdf

126. Ms. Fenton reassured me that alimony would continue and that the divorce would be amicable; however, neither would be the case. In a text message[190] from her on January 6, 2019, she stated in part, "What happened? Why did you suddenly decide I am trying to get out of paying your alimony? (Which isn't true, I have always intended to pay you as we discussed.)"

127. In another text message from Ms. Fenton on January 8, 2019, she stated in significant part, "I don't know wtf you're talking about, 'legal battle'. I am not wanting anything to do with lawyers, I can't afford any more, it's a waste of time and money."

128. Based on this misinformation, I didn't set aside one dollar for legal fees to protect myself after I began collecting tenant rents and could finally cashflow again. Instead, I notified my ex-wife that she no longer needed to pay me $500 per month[191] toward my consumable expenses, since I could afford to meet that need with the rents I was collecting. Additionally, I assumed financial responsibility for our utilities[192], collectively providing my ex-wife with approximately $900 per month in financial relief out of my $1400 in monthly rental income.

129. I did everything I knew, within my reach, with the notice I was provided; to try to help us both survive our divorce without being destroyed. In all subsequent legal matters, I have acted honestly in good faith, seeking no less and no more than that which is lawful, equitable, and fair, as I continue to do today. I've trusted the courts and the attorneys involved, along with my ex-wife to operate honestly and reciprocate in good faith, in pursuit of sustainable solutions and real justice, as required by the federal rules. Such critical, eminent and foundational trust can be either a benefit or a detriment—the latter of which it has been for me during all my legal battles in Tennessee, afterwards spilling over into the State of Michigan, justice has remained beyond my reach.

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190 DOC 44, PID 3773 | https://rico.jefffenton.com/evidence/2019-01-08_wifes-claims-about-alimony-and-lawyers.pdf

191 DOC 46, PID 3916-3927 | https://rico.jefffenton.com/evidence/2019-05-16_support-email-wife-never-mentioned-bankruptcy.pdf

192 DOC 46, PID 3940-3948 | https://rico.jefffenton.com/evidence/2019-06-11_husband-transferred-utilities.pdf

SPECIAL REQUEST, IN BAD FAITH, TO SELL OUR MARITAL RESIDENCE

130. Entered on April 26, 2019, in Appendix D, Part 9, Nonstandard Plan Provisions[193], the following request was included by defendant Ausbrooks[194]: "Debtor moves for permission to sell real property located at 1986 Sunny Side Drive Brentwood, TN 37027 Williamson County, within 180 days of confirmation with no payments being made in the interim. The liens of Bank of America, NA and BanCorp South shall be satisfied in full and all remaining proceeds after Debtor's homestead exemption and costs of sale shall be paid to the Chapter 13 Trustee for the benefit of the estate."

131. To be clear, this language asked the bankruptcy court for permission to sell real property owned by Ms. Fenton *and* one other equally deeded party, *me*, as tenancy by the entirety. The fact that I co-owned the marital residence can be easily verified by checking the property deed[195] and/or the property tax records[196] on which I was clearly named, the same being the legal responsibilities of both defendants Ausbrooks and Hildebrand.

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

- The request sought to sell real property *owned by another*—and providing him *nothing in return.* That is, the language promised *all* the proceeds of the sale to benefit only the party who made this request, her creditors/lienholders, and

[193] DOC 19-2, PID 2646 | https://rico.jefffenton.com/evidence/2019-04-26_ausbrooks-story-fraudulent-bk-petition.pdf

[194] DOC 1-8, PID 144

[195] DOC 19-1, PID 2624-2628 | https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-brentwood-tn-deed.pdf

[196] DOC 19-1, PID 2629 | https://rico.jefffenton.com/evidence/1986-sunnyside-brentwood-tn-2019-property-taxes.pdf

the trustee without any language indicating if or how the proposed sale might be of any benefit to the other equally deeded and mutually interested property owner, *me*.

133. That immediately reeks of foul play, yet in the Nonstandard Plan Provisions of the chapter 13 filing[197], defendant Ausbrooks moved to sell the marital residence, all while personally and professional certifying[198] that her request was well grounded in law and made in good faith and without bringing my obvious ownership interests to light. She failed to perform any due diligence to protect my property interest as well as those of my two lawful tenants/roommates or to provide us with "adequate protection" as is required by the federal rules of bankruptcy procedure and the law[199], while violating the constitution, my natural rights, and the rules of professional conduct.

134. Defendant Ausbrooks was well aware that Ms. Fenton was still married. She also knew that Tennessee is a "deed of trust" state, not a mortgage state, meaning that the name on a mortgage does not define who owns the property or holds legal title to it, but instead, that the property's deed of trust is the sole instrument. Furthermore, real property owned by a husband and wife in Tennessee is by default held as tenancy by the entirety[200]. Even if I wasn't named on the deed of trust[201]—which I was—the property still can't *legally* be sold with a clear title without me signing a quit claim deed or some other instrument conveying or forfeiting my marital interest in the property. But if that was to be compelled by *any* court, it could not be lawfully or ethically done without due process.

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[197] DOC 45, PID 3835-3915 | https://rico.jefffenton.com/evidence/2019-04-26_wifes-ch13-petition-3-19-bk-02693.pdf

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

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

[200] DOC 1-13, PID 541-542

[201] DOC 19-1, PID 2624-2628 | https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-brentwood-tn-deed.pdf

11 U.S. CODE § 707(B)(4)(C)

135. Choosing not to notify me[202] or my two lawful tenants, defendant Ausbrooks[203] had requested that *all* my lawful real property interests be usurped and liquidated, with the funds being disbursed entirely to others. Such thievery is clearly unethical and also illegal pursuant to 11 U.S. Code § 707(b)(4)(C)[204]:

- The signature of an attorney on a petition, pleading, or written motion shall constitute a certification that the attorney has—

  (i) performed a reasonable investigation into the circumstances that gave rise to the petition, pleading, or written motion; and

  (ii) determined that the petition, pleading, or written motion—

  (I) is well grounded in fact; and

  (II) is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law and does not constitute an abuse under paragraph (1).

28 U.S. CODE § 1334(E)(1) - JURISDICTION OVER OUR HOME

"The district court in which a case under title 11 is commenced or is pending shall have exclusive jurisdiction—of all the property, wherever located, of the debtor as of the commencement of such case, and of property of the estate."

136. Without regard for the Federal Rules of Bankruptcy Procedure and subsequent bankruptcy laws, or the Constitution of the United States of America, the Chancery Court usurped—or the bankruptcy court unlawfully abdicated—jurisdiction[205] over my home, in

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[202] DOC 1-13, PID 565-566
DOC 52, PID 4208-4210 | https://rico.jefffenton.com/evidence/2022-03-15_ustp-bk-fraud-referral-confirmed-no-notice.pdf

[203] DOC 51, PID 4169-4173 | https://rico.jefffenton.com/evidence/2021-01-27_notified-ausbrooks-fraud-misconduct-damages.pdf

[204] DOC 1-34, PID 1894 | https://rico.jefffenton.com/evidence/2019-04-26_bankruptcy-crimes-rules-and-laws-violated.pdf

[205] DOC 1-34, PID 1882 (See e.g., *In re Palmer*, 78 B.R. 402, 405-06 (Bankr. E.D.N.Y. 1987))

violation of 28 U.S. Code § 1334(e)(1).[206]

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

137. First and foremost, the Chancery Court had no lawful jurisdiction[207] to hear any sort of issue that could have ultimately changed ownership of our marital residence because it had already been included in my ex-wife's bankruptcy estate on April 26, 2019[208].

138. This was thirty-nine days before the first documents were filed in the Chancery Court on 6/4/2019[209], and ninety-seven days before I first stood before defendants Binkley and Story[210].

139. Therefore, the federal courts had both *original* and *exclusive* **jurisdiction** over my marital residence, which could not have been lawfully abdicated to another court, since the bankruptcy was filed first and the sale of our marital residence was *"core"* to the bankruptcy proceeding[211].

140. In fact, the sale of our marital residence was one of the primary reasons that Ms. Fenton's counsel filed the bad faith fraudulent[212] bankruptcy action.

141. Defendants Binkley and the Chancery Court ordered the "sale" of my home in disregard of this federal law.[213] Of important note is the fact that the issue of *whether* to sell my

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[206] DOC 1-34, PID 1882

[207] DOC 53, PID 4258-4349 | https://rico.jefffenton.com/evidence/2024-03-13_irrefutable-proof-of-criminal-conspiracy.pdf

[208] DOC 1-8, PID 74-76 | https://rico.jefffenton.com/evidence/2019-04-26_fed-bankrupcy-filing-date-3-19-bk-02693.pdf

[209] DOC 1-17, PID 641 | https://rico.jefffenton.com/evidence/2019-06-04_tn-chancery-divorce-filing-date-48419b.pdf

[210] DOC 1-17, PID 692-702 | https://rico.jefffenton.com/evidence/2019-07-29_response-to-wifes-motion-to-sell-residence.pdf

[211] DOC 38, PID 3445-3496 | https://rico.jefffenton.com/evidence/2019-04-26_bankruptcy-crimes-rules-and-laws-violated.pdf

[212] DOC 19-2, PID 2632-2646 | https://rico.jefffenton.com/evidence/2019-04-26_ausbrooks-story-fraudulent-bk-petition.pdf

[213] DOC 1-35, PID 1951-1953

home[214] was never meaningfully considered in the Chancery Court or in the bankruptcy court, but only *how fast* it could be sold.

142. The federal courts were required to provide both me and my two lawful tenants/roommates with "adequate protection[215]" for our federally protected property interests throughout my ex-wife's bankruptcy. This was never done[216].

11 U.S. CODE § 363(E)

> "Notwithstanding any other provision of this section, at any time, on request of an entity that has an interest in property used, sold, or leased, or proposed to be used, sold, or leased, by the trustee, the court, with or without a hearing, **shall prohibit or condition** such use, sale, or lease as is necessary to provide **adequate protection** of such interest" (emphasis added).

4TH, 5TH, & 14TH AMENDMENT VIOLATIONS OF THE U.S. CONSTITUTION NO OPPORTUNITY TO SAVE MY PROPERTY INTERESTS OR MITIGATE LOSSES

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

144. After overhearing me ask Mr. Duke if this might be possible, Defendant Story answered me directly by stating, **"No. It's already too far along in the bankruptcy."** Such a statement was unconstitutional, a violation of bankruptcy law, as well as a violation of due process.

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

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[214] DOC 1-17, PID 692-702 | https://rico.jefffenton.com/evidence/2019-07-29_response-to-wifes-motion-to-sell-residence.pdf

[215] 11 U.S.C. § 363 & § 1205. Adequate protection

[216] DOC 52, PID 4208-4210 | https://rico.jefffenton.com/evidence/2022-03-15_ustp-bk-fraud-referral-confirmed-no-notice.pdf

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

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

$44,079 OF ALLEGED "BANKRUPTCY RELIEF"

148. The bankruptcy only reaped about $44,079[217] worth of alleged "bankruptcy relief" for Ms. Fenton in the end while quite likely costing her more than that in combined **legal fees**[218]. While forfeiting $250,000 in cash[219], improvements[220], and labor that we had invested into our home as of the day of the auction[221]. Still another $400,000[222] of appreciation has been lost since. We had finally secured the investment of a lifetime, and we knew it, which was why we had invested $200,000 +/- in improvements[223] to our property after we purchased it in 2011[224].

149. The truth is that my ex-wife never needed to file bankruptcy[225] and actually had a difficult time "qualifying"[226] because she was a highly successful professional with a $116,500

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[217] DOC 51, PID 4161-4168 | https://rico.jefffenton.com/evidence/2021-01-26_trustees-final-account-and-distribution-report.pdf (After subtracting out defendant Story's outstanding fees, because without this scam there would be no need for defendant Story.)

[218] I know of no clearer sign that the actions by counsel were in bad faith for ulterior motives. It was fiscally unsound, irresponsible, and fraudulent.

[219] DOC 42, PID 3631-3657 | https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-premarital-assets-invested.pdf

[220] DOC 42, PID 3665-3676 | https://rico.jefffenton.com/evidence/1986-sunnyside-property-improvement-highlights.pdf

[221] DOC 1-13, PID 553-556 | https://rico.jefffenton.com/evidence/2019-09-28_illegal-coerced-auction-wilco-rico-deed-fraud.pdf

[222] DOC 52, PID 4211-4217 | https://rico.jefffenton.com/evidence/2023-05-31_1986-sunnyside-brentwood-tn-appreciation.pdf

[223] DOC 42, PID 3665-3676 | https://rico.jefffenton.com/evidence/1986-sunnyside-property-improvement-highlights.pdf

[224] DOC 42, PID 3631-3657 | https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-premarital-assets-invested.pd
DOC 19-1, PID 2620-2623 | https://rico.jefffenton.com/evidence/2011-04-29_fenton-marital-residence-tenancy-by-entirety.pdf

[225] DOC 1-13, PID 569-576

[226] DOC 1-8, PID 74-478

annual compensation package[227]—before counsel defendants in this legal action got involved.

OTHER ASPECTS OF SEEKING JUSTICE

150. Both Ms. Fenton and I requested a divorce based upon "irreconcilable differences[228]," but that failed to demonize me enough for the obscenely harsh and punitive judgments[229] defendants Binkley and Story had predetermined, and in the end levied against me.

151. Sometimes I fear that the defendants and the legal system are going to give me a brain aneurysm because everything that has happened and continues to happen is so ridiculous. I have had to write the narrative and produce evidence repeatedly, and no court yet has heard my testimony and exercised the tiniest bit of honest, good-faith, lawful and ethical justice.

152. Clearly, it is obvious that nothing which transpired in matters giving rise to this action was reasonable or lawful now that the truth has been exposed and if the entire record is compared for continuity while fact checking defendant Story's claims[230] of both "fact" and "law" throughout both transcripts of evidence[231].

153. Effectively, the defendants got the most bang for their buck by forcing me out of state. Not only did it physically remove me from the picture, but they also got the added bonus of making it even *more* difficult—if not impossible—for me to fight them—since my health insurance

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227 DOC 1-27, PID 1444

228 DOC 46, PID 3932-3939 | https://rico.jefffenton.com/evidence/2019-06-04_wifes-complaint-for-divorce-48419b.pdf
DOC 18-7, PID 2526-2589 | https://rico.jefffenton.com/evidence/2019-08-29_husbands-one-and-done-answer-to-all.pdf

229 DOC 48, PID 4002-4003 | https://rico.jefffenton.com/evidence/2019-10-10_chancery-no-proceeds-from-forced-auction.pdf
DOC 19-13, PID 2706-2709 | https://rico.jefffenton.com/evidence/2019-10-21_chancery-final-decree-of-divorce.pdf
DOC 1-31, PID 1794-1873 | https://rico.jefffenton.com/evidence/2019-10-21_order-of-protection-as-illegal-prior-restraint.pdf
DOC 1-31, PID 1794-1873 | https://rico.jefffenton.com/evidence/2020-09-24_5yr-op-ext-retaliation-no-notice-motion-hearing.pdf

230 DOC 33, PID 3310-3391 | https://rico.jefffenton.com/evidence/2019-08-01_hearing-professional-and-judicial-misconduct.pdf

231 DOC 22, PID 2818-2862 | https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf
DOC 23, PID 2863-2920 | https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-transcript-audio-markers.pdf
DOC 23-4, PID 2920 | https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-audio-recording.mp3

was abruptly terminated and I could no longer obtain the crucial medication to treat my ADHD. They basically left me for dead by disabling further someone who already had significant disabilities.

154. From what I have seen firsthand, it is important to understand that the "record" tries to make it appear as though things which didn't really happen occurred, and conversely, that things which did really happen didn't occur.

155. All documents I have submitted in court to date have gone largely ignored—but for the lone exception of noting my quite vocal complaint in my documents to the appellate court in Tennessee that Local Rule 11.01[232] was unconstitutional because it prevented *pro se* parties from objecting to untruthful court orders written by (lying) opposing parties. As massive a conflict of interest it is for any opposing party to write an order, the conflict is even more astounding when the writer is a pathological liar and close family friend of the presiding judge. The proverbial icing on the cake was that defendant Story was allowed to break every court order.....which she had herself written. To top it all off and after I had raised Cain, one or more of the defendants changed this rule to be constitutional because any party can now object to an order. They did this so that nobody else can complain about it ever again—all while *not* remediating the wrongs done to me. If that's not pure evil, then I don't know what is.

156. Of the three matters addressed by the Chancery Court—the forced deprivation of my home, the divorce, and the order of protection—the Chancery Court had no jurisdiction to hear or act on the first, while the last two were done after defendants Binkley, Story, and the Chancery Court had committed multiple gross felonies against me, horrendously violating my rights, disqualifying[233] the same multiple times over from retaining any lawful jurisdiction

[232] DOC 1-35, PID 1954; DOC 1-13, PID 547

[233] DOC 21, PID 2781-2817 | https://rico.jefffenton.com/evidence/2024-01-18_binkley-disqualification-for-bias-coercion.pdf

whatsoever in those remaining two matters.

157. There are so many violations of the rules of professional conduct[234], judicial canons, Federal Rules of Civil Procedure, Federal Rules of Bankruptcy Procedure, statutory laws, and state and U.S. Constitutions that the question should not be: "What rules and laws have the defendants broken?" but instead be: "What rules and laws have the defendants *not* broken?" The courts have a responsibility to fix this ***massive*** travesty of justice. I need help and I am due a remedy!

CERTIFICATION AND DECLARATION

By signing below, I, Jeffrey Ryan Fenton, certify that this document has been executed in good faith, in the honest pursuit of justice, and in strict compliance with F.R.Civ.P. 11(b).

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

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Executed on February 21, 2025

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[234] DOC 41, PID 3570-3608 | https://rico.jefffenton.com/evidence/tennessee-rules-of-judicial-and-professional-conduct.pdf

DOCUMENTS REGARDING (CASE: 3:24-CV-01282):

1. DECLARATION REGARDING FINANCES, MARITAL ROLES, PROPERTY, EDUCATION, EARNING CAPACITY, SPOUSAL SUPPORT, AND FRAUD (AMENDED)

CERTIFICATE OF SERVICE

I hereby certify that on February 24, 2025, I mailed the foregoing or above-named papers to the United States District Court for the Middle District of Tennessee, at their address below, for filing in case number 3:24-cv-01282.

I further certify that on or before February 28, 2025, I am serving these same documents to the defendants or their counsel by first class or priority mail with postage prepaid at the addresses listed below. If for any reason beyond my control, I am unable to complete either on the date specified, I will do so on the very next business day.

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ELECTRONIC SERVICE OPTIONS

Many of my filings in this lawsuit are also made publicly available on the Internet, through my list[1] of documents filed by myself in this lawsuit, since the release of my lawsuit service package[2]. I typically try to do this as quickly as I can after filing them in court, depending upon my workload. Not every filing warrants being electronically published in this manner, while my time is extremely limited, therefore I cannot provide any guarantees about which documents will or will not be made available online, or exactly when.

For those interested, these files are usually "true" digitally created PDF files, in full color, often with optical character recognition enabled, sometimes with electronic bookmarks, and occasionally with a built-in table of contents which is hyperlinked for easy and efficient referencing, in my largest and most significant documents, such as my amended complaint[3].

CERTIFICATION AND DECLARATION

By signing below, I, Jeffrey Ryan Fenton, certify that this document has been executed in good faith, in the honest pursuit of justice, and in strict compliance with F.R.Civ.P. 11(b).

Pursuant to 28 U.S. Code § 1746, I declare under penalty of perjury that the foregoing is true and correct.

All rights reserved.

Executed on February 23, 2025

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[1] https://jefffenton.com/digital-service-package-for-lawsuit/fenton-filings-since-service/

[2] https://jefffenton.com/digital-service-package-for-lawsuit/
ECF 69, PID.5030-5042 | https://rico.jefffenton.com/evidence/1-23-cv-01097_fenton-vs-story-lawsuit-service-pack-details.pdf

[3] DOC 66, PID 4870-5007 | https://rico.jefffenton.com/evidence/3-24-cv-01282_fenton-vs-story-first-amended-complaint.pdf

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