CASEREFERRED

United States District Court
Western District of Michigan (Southern Division (1))
CIVIL DOCKET FOR CASE #: 1:23-cv-01097-PLM-RSK

Fenton v. Story et al
Assigned to: District Judge Paul L. Maloney
Referred to: Magistrate Judge Ray Kent (events as ordered)
Cause: 42:1983 Other Civil Rights

Date Filed: 10/13/2023
Jury Demand: Plaintiff
Nature of Suit: 370 Other Fraud
Jurisdiction: Federal Question

plaintiff

Jeffrey Ryan Fenton

represented by **Jeffrey Ryan Fenton**
17195 Silver Parkway #150
Fenton, MI 48430
(810) 428-6500
PRO SE

V.

defendant

Virginia Lee Story
individually and in their official capacities

defendant

Michael Weimar Binkley
individually and in their official capacities

defendant

Kathryn Lynn Yarbrough
individually and in their official capacities

defendant

Elaine Beaty Beeler
individually and in their official capacities

defendant

Sara B. McKinney
individually and in their official capacities

defendant

Mary Elizabeth Maney Ausbrooks
individually and in their official capacities

defendant

Alexander Sergey Koval
individually and in their official capacities

defendant

Henry Edward Hildebrand, III
individually and in their official capacities

defendant

Charles M. Walker
individually and in their official capacities

defendant

Roy Patrick Marlin
individually and in their official capacities

defendant

Thomas E. Anderson
individually and in their official capacities

defendant

Samuel Forrest Anderson
individually and in their official capacities

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Frank Goad Clement, Jr.
individually and in their official capacities

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Andy Dwane Bennett
individually and in their official capacities

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William Neal McBrayer
individually and in their official capacities

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James Michael Hivner
individually and in their official capacities

defendant

John Brandon Coke
individually and in their official capacities

defendant

Sandra Jane Leach Garrett
individually and in their official capacities

defendant

Story Abernathy Campbell Ashworth McGill Walters An Association of Attorneys

defendant

Rothschild & Ausbrooks PLLC

defendant

Bank of America, N.A.

defendant

Spragins, Barnett & Cobb PLC
also named as Spragins, Bartnett & Cobb, PLCNS in complaint

defendant

BancorpSouth Bank

defendant

Rubin Lublin TN, PLLC

defendant

Tennessee, State of

defendant

Williamson, County of
Tennessee

defendant

Tennessee Administrative Office of the Courts

defendant

Tennessee Court of Appeals Middle Division

defendant

Chancery Court for Williamson County Tennessee

Date Filed	#	Docket Text
10/13/2023	1	COMPLAINT with jury demand against Samuel Forrest Anderson, Thomas E. Anderson, Mary Elizabeth Maney Ausbrooks, BancorpSouth Bank, Bank of America, N.A., Elaine Beaty Beeler, Andy Dwane Bennett, Michael Weimar Binkley, Chancery Court for Williamson County Tennessee, Frank Goad Clement, Jr, John Brandon Coke, Sandra Jane Leach Garrett, Henry Edward Hildebrand, III, James Michael Hivner, Alexander Sergey Koval, Roy Patrick Marlin, William Neal McBrayer, Sara B. McKinney, Rothschild & Ausbrooks PLLC, Rubin Lublin TN, PLLC, Spragins, Barnett & Cobb PLC, Virginia Lee Story, Story Abernathy Campbell Ashworth McGill Walters An Association of Attorneys, Tennessee Administrative Office of the Courts, Tennessee Court of Appeals Middle Division, Tennessee, State of, Charles M. Walker, Williamson, County of, Kathryn Lynn Yarbrough filed by Jeffrey Ryan Fenton (Attachments: # 1 Affidavit, # 2 Affidavit of Mom, # 3 Appendix 1, # 4 Appendix 2, # 5 Appendix 3, # 6 Appendix 4, # 7 Appendix 5, # 8 Appendix 10-1, # 9 Appendix 10-2 - Part 1 of 3, # 10 Appendix 10-2 - Part 2 of 3, # 11 Appendix 10-2 - Part 3 of 3, # 12 Appendix 11 - Part 1 of 2, # 13 Appendix 11 - Part 2 of 2, # 14 Appendix 12 - Part 1 of 3, # 15 Appendix 12 - Part 2 of 3, # 16 Appendix 12 - Part 3 of 3, # 17 Appendix 13-1 - Part 1 of 2, # 18 Appendix 13-1 - Part 2 of 2, # 19 Appendix 13-2 - Part 1 of 2, # 20 Appendix 13-2 - Part 2 of 2, # 21 Appendix 13-3 - Part 1 of 3, # 22 Appendix 13-3 - Part 2 of 3, # 23 Appendix 13-3 - Part 3 of 3, # 24 Appendix 13-4 - Part 1 of 2, # 25 Appendix 13-4 - Part 2 of 2, # 26 Appendix 13-5, # 27 Appendix 14-1 - Part 1 of 2, # 28 Appendix 14-1 - Part 2 of 2, # 29 Appendix 14-2 - Part 1 of 2, # 30 Appendix 14-2 - Part 2 of 2, # 31 Appendix 15 - Part 1 of 3, # 32 Appendix 15 - Part 2 of 3, # 33 Appendix 15 - Part 3 of 3, # 34 Appendix 16, # 35 Appendix 17 - Part 1 of 2, # 36 Appendix 17 - Part 2 of 2, # 37 Appendix 18, # 38 Appendix 19, # 39 Appendix 20, # 40 Appendix 21) (ems) (Entered: 10/17/2023)
10/13/2023		RECEIPT: in the amount of $402.00, receipt number 500000088; for civil case filing fee (ems) (Entered: 10/17/2023)
10/13/2023		SUMMONS NOT ISSUED as to defendants Samuel Forrest Anderson, Thomas E. Anderson, Mary Elizabeth Maney Ausbrooks, BancorpSouth Bank, Bank of America, N.A., Elaine Beaty Beeler, Andy Dwane Bennett, Michael Weimar Binkley, Chancery Court for Williamson County Tennessee, Frank Goad Clement, Jr, John Brandon Coke, Sandra Jane Leach Garrett, Henry Edward Hildebrand, III, James Michael Hivner, Alexander Sergey Koval, Roy Patrick Marlin, William Neal McBrayer, Sara B. McKinney, Rothschild & Ausbrooks PLLC, Rubin Lublin TN, PLLC, Spragins, Barnett & Cobb PLC, Virginia Lee Story, Story Abernathy Campbell Ashworth McGill Walters An Association of Attorneys, Tennessee Administrative Office of the Courts, Tennessee Court of Appeals Middle Division, Tennessee, State of, Charles M. Walker, Williamson, County of, Kathryn Lynn Yarbrough *(summonses not provided at time of filing by plaintiff as he stated he had them at home and would present them at a later date)* (ems) (Entered: 10/17/2023)
10/17/2023	2	NOTICE of receipt of case (ems) (Entered: 10/17/2023)
10/17/2023		Copy of Receipt of Case Notice 2 sent via U.S. Mail to Jeffrey Ryan Fenton (ems) (Entered: 10/17/2023)
10/18/2023	3	ORDER OF RECUSAL: District Judge Jane M. Beckering recused from this case; case to be reassigned; signed by District Judge Jane M. Beckering (rmw) (Entered: 10/18/2023)
10/18/2023	4	NOTICE that this case is reassigned to District Judge Paul L. Maloney for all further proceedings pursuant to Order 3 by Judge Jane M. Beckering ; Judge Jane M. Beckering no longer assigned to the case (ems) (Entered: 10/18/2023)
10/18/2023		Copy of Order of Recusal 3 , Notice Regarding Reassignment of Case 4 sent via U.S. Mail to Jeffrey Ryan Fenton (ems) (Entered: 10/18/2023)
10/18/2023	5	PRO SE APPLICATION for electronic filing and service by plaintiff Jeffrey Ryan Fenton (ems) (Entered: 10/19/2023)
10/19/2023	6	ORDER REFERRING CASE to Magistrate Judge Ray Kent; signed by District Judge Paul L. Maloney (Judge Paul L. Maloney, acr) (Entered: 10/19/2023)

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

FILED - LN
October 13, 2023 4:52 PM
CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY: EOD SCANNED BY: eod 10/16

JEFFREY RYAN FENTON,
Plaintiff

v.

VIRGINIA LEE STORY,
MICHAEL WEIMAR BINKLEY,
KATHRYN LYNN YARBROUGH,
ELAINE BEATY BEELER,
SARA B. MCKINNEY,
MARY ELIZABETH MANEY AUSBROOKS,
ALEXANDER SERGEY KOVAL,
HENRY EDWARD HILDEBRAND III,
CHARLES M. WALKER,
ROY PATRICK MARLIN,
THOMAS E. ANDERSON,
SAMUEL FORREST ANDERSON,
FRANK GOAD CLEMENT JR.,
ANDY DWANE BENNETT,
WILLIAM NEAL MCBRAYER,
JAMES MICHAEL HIVNER,
JOHN BRANDON COKE,
SANDRA JANE LEACH GARRETT,

Individually and in their official capacities,

STORY ABERNATHY CAMPBELL
ASHWORTH MCGILL WALTERS
AN ASSOCIATION OF ATTORNEYS,
ROTHSCHILD & AUSBROOKS PLLC,

BANK OF AMERICA, N.A.,
SPRAGINS, BARNETT, & COBB PLC,
BANCORPSOUTH BANK,
RUBIN LUBLIN TN, PLLC,

STATE OF TENNESSEE,
WILLIAMSON COUNTY TENNESSEE,
TENNESSEE ADMINISTRATIVE OFFICE
OF THE COURTS,
TENNESSEE COURT OF APPEALS
MIDDLE DIVISION,
CHANCERY COURT FOR
WILLIAMSON COUNTY TENNESSEE,

Defendants

CASE NO. 1:23-cv-1097
Jane M. Beckering
United States District Judge

JURY TRIAL DEMANDED

COMPLAINT FOR TORTIOUS CONDUCT & INJUNCTIVE RELIEF

Pursuant to T.C.A. § 66-27-123; 11 U.S. Code § 341 and § 725; 18 U.S.C. § 1341, § 1344, § 1503, § 1951, § 1952, § 1961, § 1962, § 1964; 28 U.S. Code § 1331 and § 1332; 42 U.S. Code § 1983, § 1985, § 1986, and § 12101 *et seq*; the Constitution of Tennessee; and the U.S. Constitution, Plaintiff brings this complaint as a result of the defendants' tortious and criminal acts committed on many dates, the first of which began after April 25, 2019. "Defendant" will mean both the singular and the plural herein, but the term will be clarified with an associated name whenever necessary.

JURISDICTION AND VENUE

"[T]he traditional justification for diversity jurisdiction is to minimize potential bias against out-of-state parties." *Firstar Bank, N.A. v. Faul*, 253 F.3d 982, 991 (7th Cir. 2001) (citing *Guar. Trust Co. of N.Y. v. York*, 326 U.S. 99, 111 (1945); *Bagdon v. Bridgestone/Firestone, Inc.*, 916 F.2d 379, 382 (7th Cir.1990)). Diversity jurisdiction is meant to "open[] the federal courts' doors to those who might otherwise suffer from local prejudice against out-of-state parties." *Hertz Corp. v. Friend*, 130 S. Ct. 1181 (2010) (citations omitted) (reversing district court's finding that jurisdiction was lacking). The facts and evidence clearly show that Plaintiff has suffered prejudice on many occasions in the Tennessee Chancery Court—and in the United States Bankruptcy Court Middle District of Tennessee.

The district court has subject matter jurisdiction pursuant to 28 U.S. Code § 1332 since litigants are citizens of different states and the matter in controversy exceeds the sum or value of $75,000, and pursuant to 18 U.S. Code § 1964 because count 6 involves RICO, and pursuant to 28 U.S. Code § 1331 because counts 7 through 11 involve other federal laws/constitutional issues. Litigants in this matter are residents of at least two different states.

The Parties—Plaintiff

- **Jeffrey Ryan Fenton** is a U.S. citizen residing and domiciled in Genesee County, Michigan, with an address of 17195 Silver Parkway #150, Fenton, MI, 48430-3426.

The Parties—Defendants

- **Virginia Lee Story** is believed to be a U.S. citizen residing and domiciled at 31 Slades Farm

Lane, South Dartmouth, MA.

- **Michael Weimar Binkley** is believed to be a U.S. citizen residing and domiciled at 31 Slades Farm Lane, South Dartmouth, MA.
- **Kathryn Lynn Yarbrough** is believed to be a U.S. citizen residing and domiciled at 31 Slades Farm Lane, South Dartmouth, MA.
- **Elaine Beaty Beeler** is believed to be a U.S. citizen residing and domiciled at 31 Slades Farm Lane, South Dartmouth, MA.
- **Sara B. McKinney**,
- **Mary Elizabeth Maney Ausbrooks** is believed to be a U.S. citizen residing and domiciled at 120 Meadows Road, White House, TN.
- **Alexander Sergey Koval** is believed to be a U.S. citizen residing and domiciled at 281 Paragon Mills Road, Nashville, TN.
- **Henry Edward Hildebrand III** is believed to be a U.S. citizen residing and domiciled in Tennessee, with an address of P.O. Box 340019, Nashville, TN 37203-0019.
- **Roy Patrick Marlin** is believed to be a U.S. citizen residing and domiciled at 6586 Eudailey-Covington Road, College Grove, TN.
- **Charles M. Walker** is believed to be a U.S. citizen residing and domiciled in Tennessee.
- **Thomas E. Anderson** is believed to be a U.S. citizen residing and domiciled at 105 Long Valley Road, Brentwood, TN.
- **Samuel Forrest Anderson** is believed to be a U.S. citizen residing and domiciled in Tennessee.
- **Frank Goad Clement Jr.** is believed to be a U.S. citizen residing and domiciled at 220 Wilsonia Avenue, Nashville, TN.
- **Andy Dwane Bennett** is believed to be a U.S. citizen residing and domiciled in Tennessee.
- **William Neal McBrayer** is believed to be a U.S. citizen residing and domiciled in Tennessee.
- **James Michael Hivner** is believed to be a U.S. citizen residing and domiciled at 8019 Sara Jane Lane, Bartlett, TN.
- **John Brandon Coke** is believed to be a U.S. citizen residing and domiciled at 4324 Barnes Cove Drive, Nashville, TN.
- **Sandra Jane Leach Garrett** is believed to be a U.S. citizen residing and domiciled at 2021 Hunterwood Drive, Brentwood, TN.
- **Story Abernathy Campbell Ashworth McGill Walters An Association of Attorneys** is a law firm located at 136 4th Ave S, Franklin, TN (hereinafter "SACAMW").
- **Rothschild & Ausbrooks, PLLC** is a law firm located at 1222 16th Avenue South, Suite 12, Nashville, TN (hereinafter "R&A").
- **Bank Of America, N.A.** is a financial institution located at 4909 Savarese Circle, Tampa FL 33634 (hereinafter "BOA").
- **Spragins, Bartnett, & Cobb, PLCNS** is a law firm located at 312 E Lafayette, Jackson, TN 38301 (hereinafter "SBC").
- **BancorpSouth Bank** is a financial institution located at 914 Murfreesboro Road, Franklin TN 37067 (hereinafter "BCSB").
- **Rubin Lublin TN, PLLC** is a law firm located at 119 S. Main Street, Suite 500, Memphis, TN 38103 (hereinafter "RLTN").
- **State of Tennessee** is a government entity with an office located at 425 5th Ave N Nashville, TN (hereinafter "the State").
- **Williamson County Tennessee** is a government entity with an office located at 1320 West Main Street, Franklin, TN 37064 (hereinafter "the County").
- **Tennessee Administrative Office of the Courts** is a government entity with an office located at 511 Union Street, Suite 600, Nashville, TN (hereinafter "Admin Office").
- **Tennessee Court of Appeals Middle Division** is a government entity with an office located at 401 7th Avenue North, Nashville, TN (hereinafter "Appellate Court").

- **Chancery Court For Williamson County Tennessee** is a government entity with an office located at 135 4th Ave S #236, Franklin, TN (hereinafter "Chancery Court").

Venue is governed generally by 28 U.S. Code § 1391(b). Subsection (1) applies because the defendants are alleged to be residents of the same state.

INTRODUCTION

1. The incredible saga that is the genesis to this complaint began when Plaintiff was deprived of constitutional rights, victimized by violations of civil and criminal law, and suffered great financial and emotional distress—all as a result of the defendants' actions, which at times were criminal. This complaint will prove with undeniable facts and evidence that the outcomes in Plaintiff's legal battles in the Tennessee state and federal court systems were predetermined, and thus were some of the several instances of deprivation of his Constitutional right to due process. Violations of his rights to free speech and equal protection and his Ninth Amendment right not be exploited because of his mental disabilities and to be humanely treated are also the foundation of this complaint. Rules of procedure were not followed. Judicial canons were broken. Rules of professional conduct were ignored. Crimes were committed. The U.S. Constitution was trampled.

2. This is an action for tortious conduct with the following causes:

- VIOLATION OF T.C.A. § 66-27-123, NOTICE TO TENANT OF INTENT TO CONVERT RENTAL UNITS TO UNITS FOR SALE
- ABUSE OF PROCESS
- INTENTIONAL/NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
- ACTUAL FRAUD/CONCEALMENT
- CIVIL CONSPIRACY
- VIOLATION OF 18 U.S. CODE § 1962(c), RICO
- VIOLATION OF 11 U.S. CODE § 341, MEETINGS OF CREDITORS AND EQUITY SECURITY HOLDERS
- LIABILITY PURSUANT TO 42 U.S.C. § 1983, § 1985, AND § 1986
- VIOLATION OF CONSTITUTIONAL RIGHTS
- VIOLATION OF AMERICANS WITH DISABILITIES ACT, 42 U.S.C. § 12101 *ET SEQ.*

This is a *pro se* complaint entitled to a liberal reading and less stringent standards since it was prepared without assistance of counsel. See *Haines v. Kerner, et al.*, 404 U.S. 519, 92 S. Ct. 594 (1972).

Plaintiff is a qualified ADA party and requests any accommodations which the court can provide, to help him fully participate in, benefit from, and receive justice through the Federal Judiciary. His most significant challenges, on top of extreme poverty caused by the defendants, involve being very slow, meticulous, and repetitious in research and writing, difficulty articulating succinctly, with an inability to effectively multi-task critical or significant tasks, projects, and/or defend against multiple concurrent actions. Plaintiff suffers from the following 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).

Letters regarding his disabilities are included in Appendix-5.

COUNT ONE: VIOLATION OF T.C.A. § 66-27-123, NOTICE TO TENANT OF INTENT TO CONVERT RENTAL UNITS TO UNITS FOR SALE

3. This count is against defendants Story, Binkley, and the Chancery Court (the "Count 1 Defendants").

4. During a hearing on August 1, 2019, in the Chancery Court, the Count 1 Defendants collaborated to issue an order removing the Plaintiff's tenants at the home located at 1986 Sunny Side Drive, Brentwood, TN (hereinafter the "home" or "marital home").

5. Irrespective of the legitimacy of anything else related to the home, state law T.C.A. § 66-27-123 requires that tenants living at any property being sold be given a "two (2) months' actual notice" and may "continue renting such unit at the same rental rate until the expiration of the two-month notice period....."

6. The order created and issued by the Count 1 Defendants on August 1, 2019, to remove the tenants after a maximum of just 29 days' notice and well before the time period required by law thus contravened T.C.A. § 66-27-123.

7. As a direct and proximate result of the order created by the Count 1 Defendants contravening prevailing state law, Plaintiff was deprived of a minimum of $1,445.16 in rental income for one month and one day of lost rent.

8. The Count 1 Defendants severally and jointly are thus liable to Plaintiff for compensatory damages of $1,445.16.

COUNT TWO: VIOLATION OF T.C.A. § 39-16-507(A)3 COERCION OR PERSUASION OF WITNESS

9. This count is against defendants Story, Binkley, Beeler, the County, and the Chancery Court (the "Count 2 Defendants").

10. Defendants orchestrated a scheme by which Plaintiff's wife had secretly filed for bankruptcy without notice, and now the Chancery Court had ordered the forced auction of his home, while in fact the State Court was specifically forbidden from exercising jurisdiction over the property, because the bankruptcy was filed 39 days prior to the divorce being filed, and 97-days before Plaintiff's first hearing before defendant Binkley.

11. The home was listed as part of his wife's "Bankruptcy Estate", hence both the Plaintiff and his Tenants were due Notice and a Hearing in Federal Court, per the Federal Rules of Bankruptcy Procedure and subsequent Federal Bankruptcy Laws. Had this been done legally, it would have ultimately led to the Federal Court requiring the Bankruptcy Trustee to remove the wife as the "Debtor in Possession" (because she was not "in possession") and removing the marital residence from the wife's secret "Bankruptcy Estate", as a "Burdensome Asset".

12. The interests of both the Plaintiff and the Plaintiff's Tenants outweighed any potential benefit to the bankruptcy estate. (The home auctioned only for the amount of the mortgages, plus auctioning and closing costs.) Especially since the Plaintiff was able and willing to bring the mortgages current and keep them current, with the help of his family, but defendant Story refused, saying that it was "too far along in the bankruptcy." This was a violation of due process, as well as federal bankruptcy laws, and ultimately both State and Federal constitutions.

13. Plaintiff was never notified that the mortgages had entered default, nor that the wife had filed for bankruptcy. Defendant Story also synchronized events to abruptly terminate all spousal support previously paid to Plaintiff, immediately upon service. While defendants Ausbrooks and Story concealed the wife's voluntary role as their family's primary breadwinner from 2011-2019, along with the fact that she had paid spousal support and promised to pay substantial alimony after the divorce. This fact was withheld from both courts, while the counsel colluded in bad-faith and falsified her bankruptcy filing.

14. Plaintiff was forced to release his counsel and proceed "pro se", after exhausting $9,500 to primarily defend against malicious predatory claims, while the actual divorce itself had yet to be spoken of, and actually was never allowed to be heard.

15. An alleged violation of the "Exparte' Order of Protection", related to an emotional post Plaintiff made on Facebook (which he quickly deleted after being notified by his mother, it could be misinterpreted), was leveraged by the Count 2 Defendants to rush Plaintiff back into Chancery Court.

16. In court, defendant Story stated, "Your Honor, the motion that we are here on today is a motion for violation of the order of the court that was August 14th of '19... I am not here today to argue about that motion necessarily. The more pressing matter... was the deadlines for getting this house sold."

17. Defendant Story continued, "What is obvious, Your Honor, is you're going to have to set a date for him to be out… he's got to be out for them to get this place ready to go… I have seen correspondence where he said September 1st." (Defendant Story actually proposed September 1st in an email with Plaintiff's prior counsel, Plaintiff never mentioned or agreed to such.) "Now he's saying he can't. So I would suggest September 3rd, which is next Tuesday. And I would like the Order to reflect that the Williamson County sheriff's department will accompany him... Off the property. And I don't think he needs to take any property."

18. During the hearing on August 29, 2019, in the Chancery Court, the Count 2 Defendants collaborated to issue an order wrongfully evicting the Plaintiff from his home, with only a five-day notice, while depriving him of taking his personal property. Defendant Story fraudulently claimed, "if you let him take anything out at this point it's going to be sold and he's dissipating marital assets, which would be

in violation of the restraining order." (Transcript page 6, lines 20-23).

19. This was clearly false, as defendant Story knew, since the Plaintiff had emailed her the night prior to correct those false claims (which she had voiced to his prior counsel), in hopes of preventing more defamatory "fraud upon the court, by officers of the court".

20. In fact, defendant Story's Complaint for Divorce filed in Chancery Court docket #48419B, on June 4, 2019, stated in section IV. **"Plaintiff would show that the parties have no assets other than personal property which has been divided with the exception of a few items. Husband and Wife have lived separately since April 2018."** (Transcript of Evidence, Page 2, Section 4).

21. Every nagging attempt that defendant Story made to convert Plaintiff's personal property back into marital property (while wife's personal property was already removed and separate), was purely fraud.

22. Furthermore, defendant Story had twice provided lists to Plaintiff's prior counsel, once in an email dated 8/2/2019 and a second time in a letter on 8/23/2019 (after the scheduled walk through, ordered by the court), containing the personal property which her client wanted, that still remained at the marital residence.

23. There was only one item of contention, which was a three-year-old television which was marital property and cost $1,000 when it was purchased new. While nothing was sold within the statutory injunction, since the divorce had been filed, as Plaintiff had already informed defendant Story, yet she had no interest in the truth. This was a flagrant violation of defendant Story's oath of office, fraud upon the court, obstruction of justice, financial exploitation of vulnerable person (Tenn. Code § 39-15-502), destruction of and tampering with governmental records (Tenn. Code § 39-16-504), and coercion or persuasion of witness (Tenn. Code § 39-16-507).

24. Defendant Story used this lie with the assistance of defendant Binkley to forcefully take the Plaintiff's home and subsequently discard him broke, destitute, and homeless, knowing that this would force his geographic displacement nearly 600 miles away, in the State of Michigan, to seek shelter and provision from his elderly mother.

25. Defendant Story's claims were a direct departure from the dialog during the 8/1/2019 hearing, along with the subsequent court order. Prior to needing to release his counsel (due to financial constraints), Plaintiff was allowed to remain in the marital residence until the auction provided both replacement housing along with the money necessary to move.

26. In fact, the "Ex Parte Order Of Protection Extended Pending Final Hearing And Order Granting Motion To Sell Marital Residence" from the 8/1/2019 hearing, filed for entry on 8/14/2019, clearly states the following (Chancery Court #48419B, Technical Record, Pages 110-112): "The attorneys for the parties will agree upon a date and time for Wife to walk through the home, since Wife has not been in the house since March 2018, to identify items of personal property and to inspect the premises. Wife will provide a list to Husband within ten (10) days from August 1,2019, through their counsel, of the items of personal property that she would like to obtain and the parties will either agree upon the same or, if they cannot agree, then Wife may file a Motion with the Court to choose the items on her list. **Husband will take such actions as necessary to move items of personal property that he would like to retain and tag, price or do whatever steps are necessary to sell the remaining items of personal property.** The remaining items at the house that Husband does not take and Wife does not take shall be sold at auction."

27. Therefore, every party from the Appellate Court to the Admin Office should have easily discerned the foul-play by the Count Two Defendants, since Plaintiff expressly advised them of such and as evidenced in his claims, motions, and requests for help, made to them. Plaintiff provided both Transcripts of Evidence along with the subsequent Court Orders, while clearly articulating the discrepancies. Yet despite Plaintiff's damages and the fact that Plaintiff would remain destroyed for many years to come (due to the fraudulent six-year, out of jurisdiction, bad-faith, DEFAULT "Order of Protection"), no court, judge, department, or party chose to intervene and mitigate Plaintiff's damages, or the cost of the entire suit for the State and all parties herein. They likewise refused their supervisory duties over lower court judges per the judicial canons, violated their oaths of office, and failed to correct or report both judicial and attorney misconduct, which is the responsibility of every B.A.R. member.

28. During the 8/29/2019 hearing, Plaintiff asked, "just as a question, were we saying that I disobeyed the Court order?" To which defendant Binkley answered, "No, no, we don't have anything like that really in front of us..." (Transcript page 11, lines 2-6)

29. Once Plaintiff was forced to represent himself "pro se", everything changed, while defendants Story and Binkley took turns "tag-teaming" him.

30. Plaintiff asked what he had "done wrong to receive that kind of treatment"? Informing the court that his "wife had two months to move out". (Transcript page 17, lines 4-6).

31. Defendant Binkley responded, "Sir, we have already talked about all that. We had a previous hearing. We have a previous Court Order. You're representing yourself. You're assuming to know everything we've already talked about. I'm not going to go over it with you and spend four hours –" (Transcript page 17, lines 7-12).

32. The Plaintiff reminded defendant Binkley, "On the last Court Order you said that I could take my stuff with me after the ten-day walkthrough. That's what your last Court Order said, and I would like to be able to do that." (Transcript page 18, lines 18-21).

33. Defendant Binkley demanded, "...Your personal items, sir. You're not stupid. Listen, please. Your personal items are your clothes, your personal jewelry, and that's it." (Transcript page 19, lines 2-5).

34. Plaintiff asked, "My bed or my furniture?" (Transcript page 19, line 6).

35. Defendant Binkley demanded, "No, sir. I'm going to say it for the third time. No furniture, no furnishings, no nothing." (Transcript page 19, lines 2-5).

36. Again, the Plaintiff plead with the court, "That's not what you said in the last order." (Transcript page 19, lines 10-11).

37. Defendant Binkley proceeded to chastise Plaintiff, "Sir, you're not paying attention. You're not listening to what has happened. You're not paying attention to anything. And I'm not going to spend three or four hours here at the -- just trying to be nice to you and go through everything again. I'm just not going to do that. You're expected to know all of this. Now, you're choosing to represent yourself. There's not a thing that I can do about that." (Transcript page 19, lines 12-21).

38. In fact, Plaintiff was paying attention to what had happened, and Plaintiff was correct, that the Count Two Defendants were committing "Fraud On the Court, by Members of the Court."

39. Upon receipt of the Court Order, the Plaintiff saw significant discrepancies in the written order from what had taken place in the Chancery Court the day prior.

40. Giving the Count Two Defendants the benefit of the doubt, that possibly it could have been an honest error, Plaintiff tried emphatically to contact the Chancery Court, defendants Binkley and Story, in an emergency effort to reconcile the discrepancies, before further damage was done, but was ignored and denied.

41. This was executed with just a five-day notice, over a holiday weekend. Executed and enforced by four sheriff's deputies from the County. The deputy sheriffs were actually leveraged by the Count Two Defendants to execute and then enforce multiple criminal felonies against Plaintiff, on behalf of the Count Two Defendants. This was unconscionable, and the refusal by the Courts and the State to help cure this atrocity is beyond words.

42. This was also a violation of at least the following Rules of Professional Conduct: Tenn. R. Sup. Ct. 3.4(e)(1) Fairness to Opposing Party and Counsel — allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence, (g) request or assist any person to take action that will render the person unavailable to appear as a witness by way of deposition or at trial, Tenn. R. Sup. Ct. 3.5(e) Impartiality and Decorum of The Tribunal — engage in conduct intended to disrupt a tribunal.

43. Tenn. R. Sup. Ct. 8.4 MISCONDUCT (a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another; (b) commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects; (c) engage in conduct involving dishonesty, fraud, deceit, or misrepresentation; (d) engage in conduct that is prejudicial to the administration of justice; (f) knowingly assist a judge or judicial officer in conduct that is a violation of applicable rules of judicial conduct or other law.

44. The order created and issued by the Count 2 Defendants on August 29, 2019, to wrongfully evict the Plaintiff, leaving him no shelter or provision within the State of Tennessee, with just five-days-notice, knowing that he would be forced to relocate to Michigan (far beyond the jurisdiction of the Chancery Court, the County, and the State), was not only without question bias and discriminatory, but also a clear criminal felony, "by means of coercion, influences or attempts to influence a witness or prospective witness in an official proceeding with intent to influence the witness: to be absent from an official proceeding to which the witness has been legally summoned." This was felony criminal conspiracy and "coercion or persuasion of witness" Tenn. Code § 39-16-507(a)(3).

45. If not prior, once the Count Two defendants committed this crime against Plaintiff, they were both automatically disqualified, and the Chancery Court was stripped of all lawful authority and jurisdiction to hear or decide any related manner in docket #48419B after 8/29/2019.

46. The U.S. Supreme Court stated that "when a state officer acts under a state law in a manner violative of the Federal Constitution, he comes into conflict with the superior authority of that Constitution, and he is in that case stripped of his official or representative character and is subjected in his person to the consequences of his individual conduct. The State has no power to impart to him any immunity from responsibility to the supreme authority of the United States." *Scheuer v. Rhodes, 416 U.S. 232, 94 S. Ct. 1683, 1687 (1974).*

47. In 1994, the U.S. Supreme Court held that "Disqualification is required if an objective observer would entertain reasonable questions about the judge's impartiality. If a judge's attitude or state of mind leads a detached observer to conclude that a fair and impartial hearing is unlikely, the judge must be disqualified." *Liteky v. U.S., 114 S.Ct. 1147, 1162 (1994).*

48. "Recusal under Section 455 is self-executing; a party need not file affidavits in support of recusal and the judge is obligated to recuse herself sua sponte under the stated circumstances." *Taylor v. O'Grady, 888 F.2d 1189 (7th Cir. 1989).*

49. 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).

50. "Should a judge not disqualify himself, then the judge is violation of the Due Process Clause of the U.S. Constitution." *United States v. Sciuto, 521 F.2d 842, 845 (7th Cir. 1996).*

51. "Acts in excess of judicial authority constitutes misconduct, particularly where a judge deliberately disregards the requirements of fairness and due process." *Gonzalez v. Commission on Judicial Performance, (1983) 33 Cal. 3d 359, 371, 374; *Cannon v. Commission on Judicial Qualifications, (1975) 14 Cal. 3d 678, 694.*

52. "No judicial process, whatever form it may assume, can have any lawful authority outside of the limits of the jurisdiction of the court or judge by whom it is issued; **and an attempt to enforce it beyond these boundaries is nothing less than lawless violence.**" *Ableman v. Booth, 21 Howard 506 (1859).*

53. "The innocent individual who is harmed by an abuse of governmental authority is assured that he will be compensated for his injury." *Owen v. City of Independence*

54. Irrespective of the legitimacy of anything else related to the home, state law T.C.A. § 66-27-123 requires that tenants living at any property being sold be given a "two (2) months' actual notice" and may "continue renting such unit at the same rental rate until the expiration of the two-month notice period....."

55. As a direct and proximate result of the order created by the Count 2 Defendants contravening prevailing state law, Plaintiff was deprived of an enormous amount of financial damages, compounded by years of completely unnecessary pain and suffering.

56. The Count 2 Defendants severally and jointly are thus liable to Plaintiff for compensatory damages of $1,445.16.

COUNT TWO: ABUSE OF PROCESS

57. This count is against defendants Story, Yarbrough, and Binkley (the "Count 2 Defendants").

58. Assuming that defendants Story and Yarbrough were representing Plaintiff's now ex-wife in the Chancery Court, which they did, such legal proceeding would then have been done in "proper form."

However, the Count 2 Defendants have violated the plaintiff's constitutional rights, rules of procedure, various state and federal laws, and various elements of common law and have used the proceedings for an "ulterior or wrongful purpose"—to attach and/or seize real property owned by Plaintiff as tenancy by the entirety.[1] Moreover, the Count 2 Defendants have acted with malice and disregard of the law and left Plaintiff destitute and homeless.

59. The Count 2 Defendants have also abused the legal process by issuing—more than once—fraudulent orders of protection against Plaintiff without him being given any opportunity whatsoever to defend any related allegations. Defendants Yarbrough and Story falsely accuse Plaintiff of "domestic abuse" in their motion filed on July 17, 2019, in the Chancery Court. Prior to this date, Plaintiff had never been accused of domestic abuse nor been arrested nor been accused of committing a crime. Plaintiff was even licensed to own firearms. The Count 2 Defendants have falsely damaged Plaintiff's reputation and left a black eye on his record that *severely* impacts his freedom and enjoyment of both his natural and constitutional rights, along with his ability to obtain employment.

60. As a direct and proximate result of abuse of process by the Count 2 Defendants, Plaintiff has been injured in his business/employment in the amount of $1,400 monthly beginning September 2019 and in his equity in the home, some of which contained the complete investment of his retirement account ($). Despite the lie from Defendant Binkley that Plaintiff "share in some of the proceeds" of the sale of the home, Plaintiff has not yet received a penny from it or his personal belongings, which were valued in the thousands of dollars.

61. The Count 2 Defendants severally and jointly are thus liable to Plaintiff for compensatory damages of equity in the home totaling $623,200, the calculations of which are as follows: $916,000 (current value of the home) plus $67,200 (rental income lost to date) minus $300,000 (outstanding mortgages on the property) minus $60,000 (funds due to ex-wife). Because of the egregiousness of the offenses and as supported by settled law from the U.S. Supreme Court, Plaintiff seeks punitive damages

[1] See Table 1 and Appendix 1 for a listing of the innumerable wrongdoings

in the amount of $150,000 against the Count 2 Defendants.[2]

COUNT THREE: INTENTIONAL/NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

62. This count is against all defendants.

63. The conduct of defendants Story and Binkley has been beyond outrageous since the true beginning of this legal nightmare—from violating ethical standards, rules of procedure, and civil laws to committing various crimes against Plaintiff. See Table 1 and Appendices 1 and 3.

64. Plaintiff had advised defendants and others at one time or another that the original offenders in the Chancery Court and in the bankruptcy court had violated rules of professional conduct, rules of civil procedure, due process, and civil and criminal law, yet none of them lifted a toxic finger to do anything corrective.

65. Thus far, Plaintiff has had to spend more than 10,000 painstaking hours on matters related to litigation underlying this matter because of the defendants' actions. The defendants have intentionally inflicted—if not at least negligently inflicted—emotional and financial distress upon Plaintiff as a result of their tortious acts during the creation of the fraudulent order to sell the home and the fraudulent order of protection against him, and he has suffered a great deal.

66. Plaintiff is an individual with various mental disabilities including ADHD and OCPD. See Appendix 2. The date emotional distress was first inflicted began on or about June 16, 2019, but the infliction of emotional distress continues to present day since Plaintiff remains virtually unemployable due to his need to obtain a work-from-home job because of his mother's high risk of contracting infectious disease. She has an IgA antibody deficiency and is homebound. See Affidavit 1. Defendants Story and Binkley have thus forced Plaintiff into a Catch-22. He cannot secure employment in an environment with a large public presence because doing so would endanger the wellbeing of his mother, but must do so in order to secure and afford living accommodations outside his mother's home. However, he cannot do so with the fraudulent order of protection on his record. Moreover he is not psychologically free to move forward with false and damaging claims on his record, wounding his

[2] *Heck v. Humphrey*, 512 U.S. 477 (1994)

reputation and diminishing his constitutional rights, wrongfully depriving his right to the free pursuit of happiness, due every person.

67. Plaintiff has been under constant oppression by the defendants and various others, and although several agencies and court personnel have been contacted, nothing remedial has been done, which has further increased stress levels. Additionally, Plaintiff has been under tremendous emotional and financial distress due to the loss of the overwhelming majority of his income because of the defendants' actions, which are in violation of law as shown in other counts herein.

68. The defendants acted with malice or reckless indifference and committed extreme and outrageous acts, such as fraud to the highest degree. Specifically, they:

- lied repeatedly on and off the record (See Appendix 3)
- violated rules of procedure, judicial canons, rules of professional conduct, civil and criminal law, and/or the Constitution (See Appendix 1 and Count Ten)
- knew Plaintiff would be driven well into extreme poverty and be forced to be put on SNAP/food stamps and state medical assistance because of their actions, and/or
- failed to intercede, report bad actors for wrongdoing, and/or perform their duties to assist litigants with disabilities

69. Yet defendants proceeded with wrongly seizing and selling the home anyway, or allowed it to happen, or did nothing remedial afterward. Those defendants versed in law who did the most appalling acts—Story and Binkley—must have known they were violating several laws, but even if they were ignorant of existing relevant law, they were made aware of their transgressions via the filings Plaintiff submitted into the record, one of which he submitted on August 29, 2019.

70. Defendant Anderson instilled fear into Plaintiff and Plaintiff's mother when he pounded on the door of the home. Plaintiff's mother said she "felt threatened and terrified by the auctioneer when he banged on the door prior to the auction." See Affidavits 1 and 2.

71. Regarding rescheduling of the matters supposed to be heard on August 29, 2019, to a hearing on October 21, 2019—which is after Plaintiff was forced to move out of state 573 miles away by the

defendants—defendants Story and Binkley had originally conceded Plaintiff's attendance at the hearing by phone since this was the only feasible way for him to attend as a *pro se* litigant because he could no longer afford representation. Thereafter, Plaintiff was denied his constitutional right to defend himself and his property at the hearing because defendants Story and Binkley rescinded Plaintiff's means of attending by phone, which is a clear violation of due process. They effectively created the situation that required participation by phone and then blocked it afterwards. Such action shows a total disregard of Plaintiff's right to due process and inflicted emotional distress upon him.

72. Defendant Beeler did not assist Plaintiff when he asked her to point him to certain court forms. She told Plaintiff that the forms he requested did not exist. Plaintiff later found the forms for which he was looking on the court's website. She also failed to provide him reasonable ADA accommodations for him to defend his case. In doing so, Defendant Beeler also inflicted emotional distress upon Plaintiff.

73. Defendant Clement—and by extension the State and Appellate Court—with whom Plaintiff spoke via phone, initially sympathized with Plaintiff, but then immediately shut him down when he mentioned the corruption and crimes that had taken place.

74. Defendant Ausbrooks falsified Plaintiff's ex-wife's Chapter 13 schedules. Schedule H failed to list Plaintiff as a codebtor on the mortgages for the home, failed to list real estate taxes for the home, failed to list Plaintiff's past or future support, under the domestic support obligations, and failed to respond truthfully to the question "Do you expect an increase or decrease within the year after you file this form?" The answer "No" was given, but Ausbrooks knew beforehand that the proprietor for the ex-wife's business had planned to retire and close the business within a few months after the date of filing the Chapter 13. Through Defendant Ausbrooks's actions, she has caused Plaintiff significant financial and emotional distress.

75. Defendant Chancery Court was complicit in issuing the fraudulent orders, depriving Plaintiff of his right to free speech, due process, equal protection, and Ninth Amendment guarantees. Plaintiff relied on the court to make him whole, not essentially kick him to the curb after beating and robbing him.

Because of these actions, Defendant Chancery Court has inflicted financial and emotional distress upon Plaintiff.

76. Defendants Binkley, Story, Ausbrooks, and Chancery Court failed to use proper care at many points in time since 2019 and were reckless with regard to giving notice, maintaining docket fidelity, issuing orders, "selling" the home, following law, and whatnot. Discovery may reveal additional evidence that proves more of the defendants' actions were done intentionally to inflict emotional distress upon Plaintiff. As a result of the defendants' conduct, Plaintiff has suffered severe emotional and financial distress.

77. The symptoms caused by Plaintiff's mental disabilities have worsened since the onslaught of litigation at the hands of defendants' deliberate and wrongful behavior. Plaintiff has been afflicted with "Legal Abuse Syndrome" also known as Post-Traumatic Stress Disorder (PTSD).

78. As a direct and proximate result of the defendants' actions described in this count and throughout this complaint, Plaintiff has been negatively impacted with regard to standard of living, financial reserve, emotional distress, time expenditure, and mental/physical well-being.

79. Defendants Story, Ausbrooks, and Anderson severally and jointly are thus liable to Plaintiff for compensatory damages in an amount to be determined at trial. Because of the deliberate and outrageous conduct of defendant Story, Plaintiff also seeks punitive damages in the amount of $50,000 against her. The remaining defendants are also liable to Plaintiff who seeks declaratory and/or injunctive relief against them.

COUNT FOUR: ACTUAL FRAUD/CONCEALMENT

80. This count is against defendants Story, Yarbrough, Ausbrooks, and Binkley (the "Count 4 Defendants").

81. In order to attempt to make F.R.B.P. 7001 apply with Mrs. Fenton as the "debtor in possession," Story states during the hearing August 1, 2019, "[Mrs. Fenton] is the owner of the property," and neglects to mention that Plaintiff is too (emphasis added). She didn't say *an* owner, but *the* owner. The definite article she used, *the*, means there can be only ***one*** owner. She should have used the

indefinite article *an*, which would have been correct because both parties owned the home as tenancy by the entirety. Defendant Binkley replied: "Is she the only titled owner?" He therefore knew that Story was attempting to fraudulently deny Mr. Fenton's ownership in the home when Story tersely replied "Both of them" in an attempt to mitigate the fact of Mr. Fenton's ownership interest so that the home could be sold relatively easily and against Plaintiff's wishes. Binkley therefore was well aware of what the game plan was.

82. F.R.B.P. 7001 states in part "A person with an interest in property in the possession of the trustee or debtor in possession may seek to recover or reclaim that property under §554(b) or §725 of the Code." And from 11 U.S. Code § 725: "the trustee, after notice and a hearing, shall dispose of any property in which an entity other than the estate has an interest" (emphasis added). Plaintiff was never given official notice about the bankruptcy and thus did not file an adversary proceeding in the requisite timeframe to retain the home. Moreover, defendant Story stated to Plaintiff on his first day in Chancery Court, August 1, 2019 that it was "already too far along in the bankruptcy process" to save the home. See Affidavit 2. However, even if such a statement were true according to any rule, law, or common sense, it may not have been "too far along" if Plaintiff had rightfully been given notice of the bankruptcy and had been able to attend any meetings of creditors and equity security holders pursuant to 11 U.S. Code § 341.

83. Also on August 1, 2019, Defendant Story declares, "Well, we didn't sign a lease. We never authorized any renters to be in that house." However, this contradicts what Plaintiff was told in an email by Mrs. Fenton that he "should get renters to generate income." Story also said, "I feel sure we have an escape clause because my client didn't sign the lease." But the lease had a severability clause in it, and her mistaken belief that all owners of a property must sign one proves her "reasoning" wrong.

84. Also on August 1, 2019, Defendant Story exclaimed, "[H]e hacked the emails so he lost that job." This statement is utterly false and is further fraud upon the court. Plaintiff resigned from his job. See Exhibit "A".

85. As a direct and proximate result of the Count 4 Defendants committing fraud, Plaintiff has been injured in his business/employment in the amount of $1,400 monthly beginning September 2019,

has lost his portion of the equity in the home, and has a wrongful order of protection against him.

86. The Count 4 Defendants severally and jointly are thus liable to Plaintiff for compensatory damages of equity in the home totaling $623,200, the calculations of which are as follows: $916,000 (current value of the home) plus $67,200 (rental income lost to date) minus $300,000 (outstanding mortgages on the property) minus $60,000 (funds due to ex-wife).

COUNT FIVE: CIVIL CONSPIRACY

87. This count is against defendants Story, Binkley, Ausbrooks, Yarbrough, Anderson, Marlin, Clement, the State, the Appellate Court, and the Chancery Court (the "Count 5 Defendants").

88. Plaintiff had repeatedly told defendants that he was being discriminated against not just because of his intellectual disabilities, but also because local rule 11.01 prevented him from objecting to the lie-riddled fraudulent orders written by Story. Rather than address his complaint and remedy the damages it caused him, the Chancery Court, the State, and/or the Appellate Court conspired to modify and did modify the rule so that *pro se* parties can no longer object to it. See exhibit "B."

89. Plaintiff repeatedly asked multiple sources for a final HUD-1 after the "sale" of the home, but never got one. This is additional proof that there was a conspiracy to conceal the amount of the outstanding mortgages on the home and that—like the WWE—the offering price by the "winning" bidder was predetermined. The fact that the home "sold" for an off-color dollar amount of $324,360 is highly, ***highly*** suspect. It is equally suspect that the closing company was owned by Samuel Anderson and the clerk for register of deeds Sherry Anderson. Recall that the auctioneer was Thomas Anderson, and Plaintiff asserts that there were back door dealings to acquire the home, auction it to a person who had inside information regarding the mortgages due, and then hide the evidence by refusing to provide Plaintiff with the HUD-1.

90. Plaintiff was residing at and owned the marital home during the divorce and bankruptcy litigation. The Count 5 Defendants knew this and worked methodically and deliberately to remove Plaintiff from the home and sell it right out from under Plaintiff. As such, the Count 5 Defendants have not only conspired to deprive Plaintiff of his real property, which had fully vested in it his retirement

account, but they also interfered with the business relationship of Plaintiff and tenants thereby stopping his rental income from them. The Count 5 Defendants have thus caused serious economic harm to Plaintiff.

91. The Count 5 Defendants severally and jointly are thus liable to Plaintiff for compensatory damages of equity in the home totaling $623,200, the calculations of which are as follows: $916,000 (current value of the home) plus $67,200 (rental income lost to date) minus $300,000 (outstanding mortgages on the property) minus $60,000 (funds due to ex-wife).

COUNT SIX: VIOLATION OF 18 U.S. CODE § 1962(C), RICO

92. This count is against defendants Story, Binkley, Ausbrooks, Yarbrough, Anderson, Marlin, and the Chancery Court (the "Count 6 Defendants").

93. The Chancery Court is an enterprise engaged in and whose activities affect interstate commerce. The Count 6 Defendants are associated with the enterprise.

94. The Count 6 Defendants agreed to and did conduct and participate in the affairs of the enterprise through a pattern of racketeering activity and for the unlawful purpose of intentionally defrauding Plaintiff. Specifically, they are responsible for the following racketeering activities:

- 18 U.S. Code § 1341 (when they used the U.S. mail to conduct their fraudulent activity, with one known parcel dated October 21, 2019, and another dated March 25, 2021, being sent by defendant Chancery Court to Plaintiff, thereby constituting a pattern of racketeering activity by itself)
- 18 U.S. Code § 1503 (when defendants Story and Binkley corruptly obstructed, influenced, and/or impeded the divorce in Chancery Court and issued orders of protection against Plaintiff without due process of law)
- 18 U.S. Code § 1951 (when they performed acts that affected commerce via civil theft of rent payments for the home and fraudulently transferred "ownership" of it and/or conspired to do so through the enterprise)
- 18 U.S. Code § 1957 (when they engaged in or enabled monetary transactions related to the home, which was derived from unlawful activity, including altering the auction listing after Plaintiff signed it, coercing Plaintiff to sign it, and falsifying other records)
- fraud connected with a case under title 11 (when Plaintiff was never given official notice of the filing, the Chancery Court assumed jurisdiction of the bankruptcy estate, and filed schedules/documents contained fraudulent entries)

See Appendix 4 for some RICO evidence. All mailings contain fraud, violations of due process,

and criminal elements. The FINAL DECREE OF DIVORCE is especially rife with fraud. Adding insult to injury is the statement "each party shall be awarded any.....retirement accounts in their respective names," which is moot since Plaintiff invested his retirement into the home.....and did not receive a penny from it. Another instance is: "Husband…..agrees to remove Wife's name....." How can Plaintiff "agree" to something in which he was excluded from participating? Recall that he was blocked from attending hearings after August 29, 2019. Fraud and several other travesties of jurisprudence are evident in the "decree."

95. Pursuant to and in furtherance of their fraudulent scheme, the Count 6 Defendants committed multiple related acts of racketeering as shown in paragraph 43.

96. The acts set forth in this count constitute a pattern of racketeering activity pursuant to 18 U.S. Code § 1961(5).

97. The Count 6 Defendants have directly and indirectly conducted and participated in the enterprise's affairs through the pattern of racketeering activity described above, in violation of 18 U.S. Code § 1962(c).

98. As a direct and proximate result of the Count 6 Defendants' racketeering activities and violations of 18 U.S. Code § 1962(c), Plaintiff has been injured in his business/employment in the amount of $1,400 monthly beginning September 2019 and has lost his portion of the equity in the home, some of which contained the complete investment of his retirement account ($). Despite the lie from Defendant Binkley that Plaintiff "share in some of the proceeds" of the sale of the home, Plaintiff has not yet received a penny from it or many of his personal belongings, which were valued in the thousands of dollars

99. Defendants Story, Ausbrooks, Yarbrough, Marlin, and Anderson severally and jointly are thus liable to Plaintiff for compensatory damages of equity in the home totaling $623,200, the calculations of which are as follows: $916,000 (current value of the home) plus $67,200 (rental income lost to date) minus $300,000 (outstanding mortgages on the property) minus $60,000 (funds due to ex-

wife), trebled to $1,869,600.[3] Plaintiff also seeks punitive damages in the amount of $200,000 against the Count 6 Defendants.

COUNT SEVEN: VIOLATION OF 11 U.S. CODE § 341, MEETINGS OF CREDITORS AND EQUITY SECURITY HOLDERS

100. This count is against defendant Ausbrooks (the "Count 7 Defendant").

101. The Count 7 Defendant never properly listed Plaintiff on any of the papers filed with the bankruptcy court. As a result, the bankruptcy court did not notify Plaintiff about the bankruptcy. Therefore, Plaintiff did not know about the 341 meetings or the home being in jeopardy of being sold.

102. Regarding 11 U.S. Code § 341, the term "equity security holder" means holder of an equity security of the debtor, of which Plaintiff is since he was an owner of the home via tenancy by the entirety.[4]

103. As a direct and proximate result of the failure by the Count 7 Defendant to list Plaintiff in the bankruptcy paperwork, Plaintiff has been injured in his business/employment in the amount of $1,400 monthly beginning September 2019 and in his equity in the home, some of which contained the complete investment of his retirement account ($).

104. The Count 7 Defendant is thus liable to Plaintiff for compensatory damages of equity in the home totaling $623,200, the calculations of which are as follows: $916,000 (current value of the home) plus $67,200 (rental income lost to date) minus $300,000 (outstanding mortgages on the property) minus $60,000 (funds due to ex-wife).

COUNT EIGHT: LIABILITY PURSUANT TO 42 U.S.C. § 1981, § 1982, § 1983, § 1985, § 1986, AND § 1988

105. This count is against all defendants. Clement/state/Appellate Court

106. The defendants violated the civil rights of Plaintiff while acting under color of "statute,

[3] Courts have ruled that punitive damages are available under RICO. See *Com-Tech Assoc. v. Computer Assoc. Int'l*, 753 E Supp. 1078, 1079 (E.D.N.Y. 1990), aff'd, 938 F.2d 1574 (2d Cir. 1991) (holding that claim for punitive damages could be asserted in civil action under RICO, even though treble damages are available). See also *Sea Salt, LLC v. Bellerose, No. 2:18-cv-00413-JAW*, 10 (D. Me. Jun. 9, 2021) (where the court reasoned that "compensatory damages in the amount of $1,500,000, treble damages under the RICO Act, and punitive damages in the amount of $3,000,000" are viable).

[4] https://www.law.cornell.edu/definitions/uscode.php?def_id=11-USC-1767684303-71778042

ordinance, regulation, custom" when:

- Defendant Ausbrooks failed to list in any bankruptcy filings Plaintiff having a legal and financial interest in the home, which prevented him from getting notice of it and knowing it was taking place. As a result, Plaintiff could not take over the mortgages, assume full ownership of it, and prevent its "sale," thus violating due process. See affidavit 2 and Exhibit "C."
- The home was taken because of the actions of the defendants, despite Plaintiff not being heard in the bankruptcy matter as he should have been, thus violating due process.
- Defendants Clement, Hivner, the State, and Appellate Court failed to remediate the wrongdoing of others below them, thus violating due process and equal protection.
- Defendants Koval and C&W deprived Plaintiff of personal property without Plaintiff being allowed to defend, thus violating due process.
- Defendant Hildebrand failed to check the deed for the home, which listed Plaintiff as an owner of it, and provide notice of the bankruptcy to Plaintiff, thus violating due process.
- Defendant Garrett refused to allow Plaintiff to file a complaint against defendant Story, thus violating free speech and due process.
- Defendant Binkley said during the hearing in Chancery Court on August 29, 2019, "The husband will be enjoined and restrained from interfering in any form whatsoever directly or indirectly with a smooth transition and preparation of the home for auction," which meant that Plaintiff was not allowed to contact the bank to pay off the loan and thus prevented him from saving the home from auction and violated due process.
- Defendant Binkley made the preceding statement without consideration of Plaintiff being allowed to provide evidence that he could pay for the home if another renter was brought aboard, thus violating due process.
- Defendants Story and Yarbrough stated in the MOTION TO SELL THE MARITAL RESIDENCE filed in the Chancery Court on July 17, 2019, "Wife currently has an *Ex Parte* Order of Protection against Husband as the result of the domestic abuse she has incurred by Husband." This statement was made without evidence. In fact it is false. And since it was made in an official record, it violates T.C.A. §§ 39-16-504, 39-16-702, and 39-14-114, which carry up to a 30-year prison sentence and a fine of up to $25,000. Plaintiff was never afforded the opportunity to dispute this claim, nor provide evidence that the police had never previously come to the home. He has no arrest record and has never before or since been accused of abusive or violent behavior. See letters from mental health professionals in Appendix 5. To make such an unopposed and false claim without being given any opportunity whatsoever to prove its invalidity goes well beyond the heartland of infringement of constitutional rights. Indeed, it goes beyond any realm of infringement of all human rights. This statement is a violation of due process.
- Defendants Binkley and Story prevented Plaintiff from having a telephonic hearing in the Chancery Court on October 21, 2019, thus violating due process.
- Defendant Binkley stated on August 1, 2019, "who's going to control the husband?" because of Plaintiff's long emails, which is protected free speech. Signs on the property, which were designed by Plaintiff's ex-wife, were also protected free speech.
- Ninth amendment - "The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people." Exploiting mental

disabilities, inhumane treatment, etc.

- Defendant Binkley, who apparently wanted to speed along the auction, said on August 1, 2019, "I don't have any assurance at this point that his conduct won't continue thereby delaying this process even more," thus violating due process.
- Defendant Binkley said on August 29, 2019, "You're to sign this contract today." He followed this statement shortly thereafter with: "You're going to sign this contract now," which are violations of due process—and of the Tennessee Code of judicial conduct rule 3.10. "A judge shall not practice law" because he was giving legal "advice."
- Defendant Binkley told Plaintiff "he is required to comply with the rules just as an attorney is required," yet none of the defendants followed the rules, which were violations of equal protection and due process. See Affidavit 2 and Exhibit "D."
- Defendant Binkley said to Plaintiff during the Chancery Court hearing on August 29, 2019, "I don't really care about all that. That's for another day," when Plaintiff tried to provide any input into the case whatsoever, and specifically about one of the motions to be heard that day–the motion on the order of protection. Plaintiff said, "Can I still tell a little bit of my side before you rule on all of that?" Defendant Binkley then says "briefly," then shuts Plaintiff down by saying "You've got to trust me here," and then immediately afterward, "I don't really care about all that. That's for another day." However, that day was supposed to be August 29, 2019, the very day of the hearing. The day to which Binkley referred never came for Plaintiff. For proceedings to continue to their conclusion—including loss of the home and income—after no hearings in the bankruptcy court with Plaintiff present, a mere two short "hearings" in Chancery Court, and without any real opportunity for Plaintiff to defend himself violated—or more appropriately, annihilated—his right to due process.

107. 42 U.S. Code § 1985 says that "if two or more persons conspire for the purpose of impeding, hindering, obstructing, or defeating, in any manner, the due course of justice in any State or Territory, with intent to deny to any citizen the equal protection of the laws, or to injure him or his property for lawfully enforcing, or attempting to enforce, the right of any person, or class of persons, to the equal protection of the laws" such a person may file an action "for the recovery of damages occasioned by such injury or deprivation." Two or more defendants did "conspire for the purpose of impeding, hindering, obstructing, or defeating, in any manner, the due course of justice" while violating on multiple occasions the rights of Plaintiff.

108. Plaintiff made the defendants, except for defendants J. Michaud and Abreau, aware on many occasions that due process rights were being abridged, that his income met the definition of poverty, that the home did not even belong to him, and that he was on the verge of homelessness due to their improper conduct. By proceeding anyway, the defendants in this paragraph acted with reckless,

willful, and wanton misconduct.

109. "State officials in transferring possession of property" can "implicate due process," which defendant Binkley who is employed in the Chancery Court—by his acts—has certainly done.[5]

110. For the reasons given heretofore in this complaint, the defendants have deprived Plaintiff of the right of due process guaranteed under the Due Process Clause and the right of equal protection guaranteed under the Equal Protection Clause of the Fourteenth Amendment of the U.S. Constitution, which renders the defendants liable under 42 U.S.C. § 1983.

111. As a direct and proximate result of the defendants' actions and liability pursuant to 42 U.S.C. § 1983, Plaintiff has been injured in his business/employment in the amount of $1,400 monthly beginning September 2019 and in his equity in the home, some of which contained the complete investment of his retirement account ($). See exhibit "A."

112. The defendants are thus liable to Plaintiff for violation of the Equal Protection Clause and Due Process Clause of the Fourteenth Amendment of the U.S. Constitution. Plaintiff seeks compensatory damages in the amount of $1,400 per month beginning September 2019 against defendants Story, Yarbrough, and Ausbrooks, who are severally and jointly liable, for their violations of said clauses that they violated when they conspired with court personnel to achieve their illicit goals. The remaining defendants violated those same clauses when defendant Binkley illegally issued an order of protection—and then extended it—against Plaintiff and prevented a telephonic hearing. Plaintiff also seeks an award of punitive damages in the amount of $150,000 in order to punish defendants Story, Yarbrough, and Ausbrooks $50,000 per person for their reckless, willful, and wanton misconduct with respect to disregarding the plaintiff's right to due process and violating such right and to deter such reckless, willful, and wanton misconduct in the future. The remaining defendants, Binkley and the Chancery Court, are also liable to Plaintiff who seeks declaratory and/or injunctive relief against them.

---

[5] *Mitchell v. W.T. Grant Co.*, 416 U.S. at 615–18 (1974) and at 623 (Justice Powell concurring). See also *Arnett v. Kennedy*, 416 U.S. 134, 188 (1974) (Justice White concurring in part and dissenting in part). Efforts to litigate challenges to seizures in actions involving two private parties may be thwarted by findings of "no state action," but there often is sufficient participation by state officials in transferring possession of property to constitute state action and implicate due process.

COUNT NINE: VIOLATION OF CONSTITUTIONAL RIGHTS

113. This count is against all defendants.

114. Defendant Ausbrooks failed to list in any bankruptcy filings Plaintiff having a legal and financial interest in the home, which prevented him from getting notice of it and knowing it was taking place. As a result, Plaintiff could not take over the mortgages, assume full ownership of it, and prevent its "sale," thus violating due process. See affidavit 2 and Exhibit "C."

115. The home was taken because of the actions of the defendants, despite Plaintiff not being heard in the bankruptcy matter as he should have been, thus violating due process.

116. Defendants Clement, Hivner, the State, and Appellate Court failed to remediate the wrongdoing of others below them, thus violating due process and equal protection.

117. Defendants Koval and C&W deprived Plaintiff of personal property without Plaintiff being allowed to defend, thus violating due process.

118. Defendant Hildebrand failed to check the deed for the home, which listed Plaintiff as an owner of it, and provide notice of the bankruptcy to Plaintiff, thus violating due process.

119. Defendant Garrett refused to allow Plaintiff to file a complaint against defendant Story, thus violating free speech and due process.

120. Defendant Binkley said during the hearing in Chancery Court on August 29, 2019, "The husband will be enjoined and restrained from interfering in any form whatsoever directly or indirectly with a smooth transition and preparation of the home for auction," which meant that Plaintiff was not allowed to contact the bank to pay off the loan and thus prevented him from saving the home from auction and violated due process.

121. Defendant Binkley made the preceding statement without consideration of Plaintiff being allowed to provide evidence that he could pay for the home if another renter was brought aboard, thus violating due process.

122. Defendants Story and Yarbrough stated in the MOTION TO SELL THE MARITAL RESIDENCE filed in the Chancery Court on July 17, 2019, "Wife currently has an Ex Parte Order of

Protection against Husband as the result of the domestic abuse she has incurred by Husband." This statement was made without evidence. In fact it is false. And since it was made in an official record, it violates T.C.A. §§ 39-16-504, 39-16-702, and 39-14-114, which carry up to a 30-year prison sentence and a fine of up to $25,000. Plaintiff was never afforded the opportunity to dispute this claim, nor provide evidence that the police had never previously come to the home. He has no arrest record and has never before or since been accused of abusive or violent behavior. See letters from mental health professional in Appendix 5. To make such an unopposed and false claim without being given any opportunity whatsoever to prove its invalidity goes well beyond the heartland of infringement of constitutional rights. Indeed, it goes beyond any realm of infringement of all human rights. This statement is a violation of due process.

123. Defendants Binkley and Story prevented Plaintiff from having a telephonic hearing in the Chancery Court on October 21, 2019, thus violating due process.

124. Defendant Binkley stated on August 1, 2019, "who's going to control the husband?" because of Plaintiff's long emails, which is protected free speech. Signs on the property, which were designed by Plaintiff's ex-wife, were also protected free speech.

125. Ninth amendment - "The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people." Exploiting mental disabilities, inhumane treatment, etc.

126. Defendant Binkley, who apparently wanted to speed along the auction, said on August 1, 2019, "I don't have any assurance at this point that his conduct won't continue thereby delaying this process even more," thus violating due process.

127. Defendant Binkley said on August 29, 2019, "You're to sign this contract today." He followed this statement shortly thereafter with: "You're going to sign this contract now," which are violations of due process—and of the Tennessee Code of judicial conduct rule 3.10. "A judge shall not practice law" because he was giving legal "advice."

128. Defendant Binkley told Plaintiff "he is required to comply with the rules just as an

attorney is required," yet none of the defendants followed the rules, which were violations of equal protection and due process. See Affidavit 2 and Exhibit "D."

129. Defendant Binkley said to Plaintiff during the Chancery Court hearing on August 29, 2019, "I don't really care about all that. That's for another day," when Plaintiff tried to provide any input into the case whatsoever, and specifically about one of the motions to be heard that day–the motion on the order of protection. Plaintiff said, "Can I still tell a little bit of my side before you rule on all of that?" Defendant Binkley then says "briefly," then shuts Plaintiff down by saying "You've got to trust me here," and then immediately afterward, "I don't really care about all that. That's for another day." However, that day was supposed to be August 29, 2019, the very day of the hearing. The day to which Binkley referred never came for Plaintiff. For proceedings to continue to their conclusion—including loss of the home and income—after no hearings in the bankruptcy court with Plaintiff present, a mere two short "hearings" in Chancery Court, and without any real opportunity for Plaintiff to defend himself violated—or more appropriately, annihilated—his right to due process.

130. Defendants have also recklessly changed "ownership" of the home—or are responsible for it—without Plaintiff being heard in the bankruptcy, which is another violation of Plaintiff's right to due process.

131. Since Plaintiff was never noticed about the bankruptcy, title for the property is still legally in his name according to the U.S. Supreme Court in *Pennoyer v. Neff*, 95 U.S. 714 (1878): "This court now holds that, by reason of the absence of [notice].....on the [litigant], the [court] had no jurisdiction, its judgment could not authorize the sale of land in said county, and, as a necessary result, a purchaser of land under it obtained no title; that, as to the former owner, it is a case of depriving a person of his property without due process of law" (emphasis added).

132. Notice must be given in a manner that actually notifies the person or that has a reasonable certainty of resulting in such notice.[6] Defendants were never assured that Plaintiff received such notice. In fact, he hadn't. See the email admitting as such in Exhibit "E."

[6] *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950); *Walker v. City of Hutchinson*, 352 U.S. 112 (1956); *Schroeder v. City of New York*, 371 U.S. 208 (1962); *Robinson v. Hanrahan*, 409 U.S. 38 (1972)

133. Plaintiff had repeatedly told defendants that he was being discriminated against not just because of his intellectual disabilities, but also because local rule 11.01 prevented him from objecting to the lie-riddled orders written by Story. Rather than address his complaint and remedy the damages it caused him, the Chancery Court, the State, and/or the Appellate Court modified the rule so that *pro se* parties can no longer object to it. See exhibit "B." This rule was discriminatory and unconstitutional to *pro se* litigants in 2019 during the time of Plaintiff's litigation, but has been rewritten as a result of his complaints about it. However, this is too little too late. He has been wrongly burdened with a mark on his otherwise perfect record—which prevents him from obtaining meaningful employment—and has lost hundreds of thousands of dollars in money and property.

134. As a direct and proximate result of the violation of the plaintiff's constitutional rights by the defendants, Plaintiff has been injured in his business/employment in the amount of $1,400 monthly beginning September 2019, has lost his portion of the equity in the home, and has a wrongful order of protection against him.

135. The defendants, except for the State, the Admin Office, the Appellate Court, the Chancery Court, and Binkley, severally and jointly are thus liable to Plaintiff for compensatory damages of equity in the home totaling $623,200, the calculations of which are as follows: $916,000 (current value of the home) plus $67,200 (rental income lost to date) minus $300,000 (outstanding mortgages on the property) minus $60,000 (funds due to ex-wife). Because of the egregiousness of the offenses and as supported by settled law from the U.S. Supreme Court regarding malicious intent or the reckless indifference to the rights of Plaintiff by the defendants, Plaintiff seeks punitive damages in the amount of $250,000 against all defendants except the State, the Admin Office, the Appellate Court, the Chancery Court, and Binkley.[7] These remaining defendants are liable to Plaintiff who seeks declaratory and/or injunctive relief against them regarding rescinding and expungement of the order of protection issued by the Chancery Court.

COUNT TEN: VIOLATION OF AMERICANS WITH DISABILITIES ACT, 42 U.S.C. § 12101 *ET*

[7] *Smith v. Wade*, 461 U.S. 30 (1983): "The common law, both in 1871 and now, allows recovery of punitive damages in tort cases not only for actual malicious intent, but also for reckless indifference to the rights of others."

SEQ.* AND VIOLATION OF FAIR HOUSING AMENDMENTS ACT OF 1988, 42 U.S.C. § 3601 *ET SEQ.

136. This count is against all defendants.

137. Plaintiff is an individual with various mental disabilities including ADHD and OCPD. See Appendix 2.

138. It is a known fact that the two most limiting factors caused by Plaintiff's disabilities are being extremely slow, meticulous, as a result of Plaintiff's disabilities,

139. Plaintiff was discriminated against on various occasions by the defendants because of his mental disabilities. Defendant Binkley openly mocked him in court and disregarded his disabilities as something he should just deal with. See Appendix 2.

140. Other defendants prevented Plaintiff from special assistance, filing procedures, and accommodations as required by 42 U.S.C. § 12101 et seq.

141. As a direct and proximate result of the violation of the plaintiff's ADA rights by the defendants, Plaintiff has been injured in his business/employment in the amount of $1,400 monthly beginning September 2019, has lost his portion of the equity in the home, and has a wrongful order of protection against him.

142. The defendants, except for the State, the Admin Office, the Appellate Court, the Chancery Court, and Binkley, severally and jointly are thus liable to Plaintiff for compensatory damages of equity in the home totaling $623,200, the calculations of which are as follows: $916,000 (current value of the home) plus $67,200 (rental income lost to date) minus $300,000 (outstanding mortgages on the property) minus $60,000 (funds due to ex-wife). The defendants excepted above are also liable to Plaintiff who seeks declaratory and/or injunctive relief against them regarding rescinding and expungement of the order of protection issued by the Chancery Court.

DEMAND FOR JUDGMENT

143. WHEREFORE, Plaintiff seeks declaratory and/or injunctive relief pursuant to 42 U.S.C. § 1983 and the U.S. Constitution against defendants Blinkey and Tennessee Chancery Court by directing

them to abide by the law and Constitution and to vacate and expunge the illegal order(s) of protection issued by them against Plaintiff.

144. Lastly, Plaintiff seeks compensatory and punitive damages as set forth in the following table, together with prejudgment interest at the prevailing rate set by law, court costs, fees, penalties imposed on Plaintiff, and any other relief or compensation deemed appropriate. In the alternative to declaratory and/or injunctive relief against defendant Taft-Carter, the rightmost two columns of compensatory damages in the table are applicable. Under compensatory damages, column 1 represents the $1,500 monthly rent or its double, as applicable. Column 2 represents the approximate total taxes and interest due to early withdrawal of Plaintiff's retirement account, with column 3 being its triple. Column 4 represents the 30-year loss of monthly rent ($1,128,567.36), with column 5 being its triple.[8] Amounts in parenthesis in the table supersede the default values given at the top of it.

[8] Courts have ruled that punitive damages are available under RICO. See *Com-Tech Assoc. v. Computer Assoc. Int'l*, 753 E Supp. 1078, 1079 (E.D.N.Y. 1990), aff'd, 938 F.2d 1574 (2d Cir. 1991) (holding that claim for punitive damages could be asserted in civil action under RICO, even though treble damages are available). See also *Sea Salt, LLC v. Bellerose, No. 2:18-cv-00413-JAW*, 10 (D. Me. Jun. 9, 2021) (where the court reasoned that "compensatory damages in the amount of $1,500,000, treble damages under the RICO Act, and punitive damages in the amount of $3,000,000" are viable).

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all issues raised in this complaint.

October 13, 2023

Jeffrey Ryan Fenton, *pro se*
17195 Silver Parkway #150,.
Fenton, MI 48430-3426
P: (810) 428-6500
F: (810) 255-4438
jeff.fenton@live.com

"Due to sloth, inattention or desire to seize tactical advantage, lawyers have long engaged in dilatory practices... the glacial pace of much litigation breeds frustration with the Federal Courts and ultimately, disrespect for the law." *Roadway Express v. Pipe, 447 U.S. 752 at 757 (1982)*

"The federal rules reject the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits." The court also cited Rule 8(f) FRCP, which holds that "all pleadings shall be construed to do substantial justice." *Conley v. Gibson, 355 U.S. 41 at 48 (1957)*_

"Society's commitment to institutional justice requires that judges be solicitous of the rights of persons who come before the court." *Geiler v. Commission on Judicial Qualifications, (1973) 10 Cal.3d 270, 286*__

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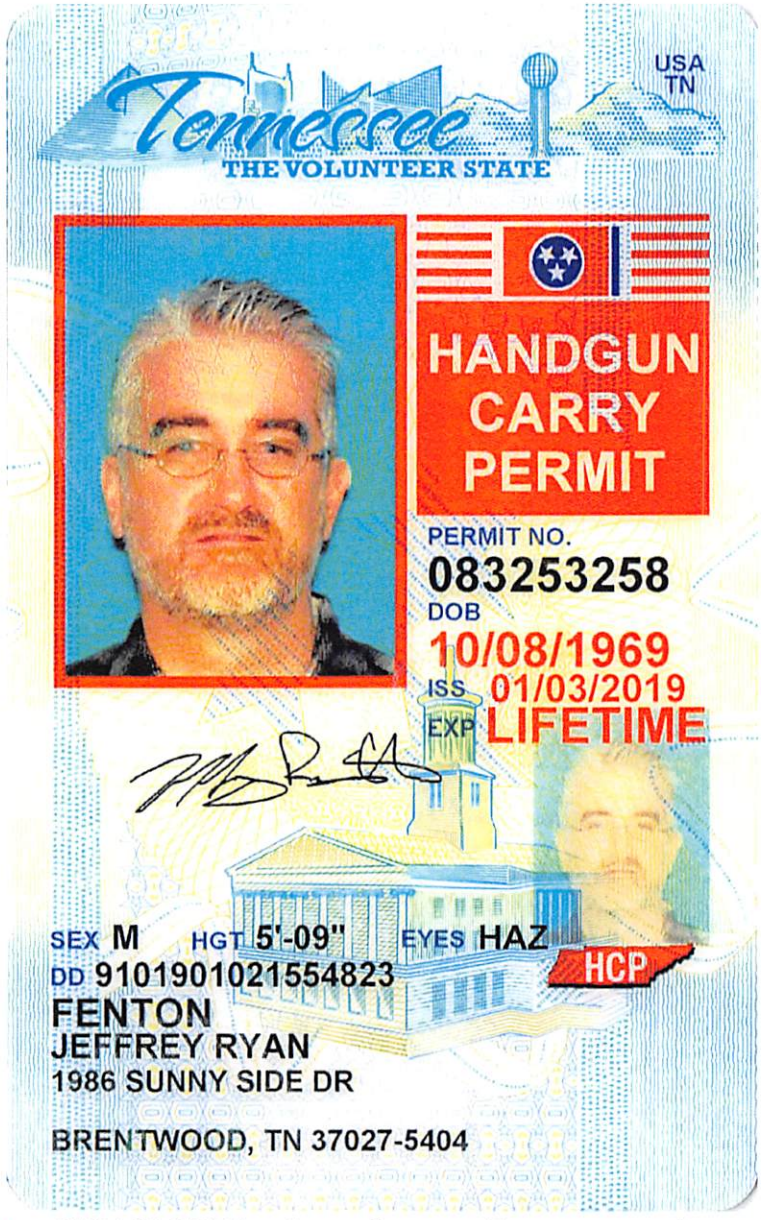
(Issued Jan 3rd, 2019)

The ONLY People to Claim any Differently: are my Ex-Wife who saved approximately $250k by telling those LIES, her Attorney, Virginia Lee Story, who also profited nicely, without near the "work" as arguing the TRUTH! Along with some of Ms. Story's (and who else's?) "FRIENDS". Finally, there is Attorney Virginia Lee Story's close and trusted "Family Friend", the Chancery Court JUDGE who made it all possible, Judge Michael W. Binkley (who should have recused himself, by Federal Law, in the very beginning!) While who knows if Judge Binkley's motivation was financial, "quid pro quo", familial, favoring a "Friend", or strictly HATE and Discrimination against who he perceived me to be, or the "type" of person which he assumed that I "represent". Whether due to Ms. Story's "Ex Parte" claims prior to meeting me, or shortly thereafter, before I was ever allowed to speak a single WORD!

Judge Binkley (TE-1, 16:15-18): "One of the biggest problems I'm up against.. is who's going to CONTROL the HUSBAND?"

Biased Trial Court!



Possibly for being a MAN, who was NOT the primary "breadwinner" for his family, who struggles with disabilities, to which Judge Binkley told me in Court, "Sir, I respect that. But we all have burdens... Everybody in this room has... just like you do... I can't make excuses for that." (R.v4, 508-509) Or maybe because I was raised in the "North", while "Yankees" are still despised by some people in the South, as I've been picked at through the years. I can't tell you Judge Binkley's "MOTIVATIONS", but I can prove his failures and even his refusal to provide me with a FAIR and IMPARTIAL TRIAL (tribunal), multiple times over!

Judge Michael W. Binkley, who only spent ONE HOUR with me in Court, while only allowing me to speak for 7.1 minutes, which he said was irrelevant that day anyhow. While my testimony was foundational to the entirely "Fraudulent Narrative" which Ms. Story had fabricated and forced upon the Court. While "they" continue to DEPRIVE ME of my LIFE, my LIBERTY, and my PURSUIT OF HAPPINESS. To this day, without DUE PROCESS of LAW, while TERRORIZING my Family!

Judge Michael W. Binkley betrayed his OATH OF OFFICE, his Judicial Supervisory Duties, along with Judicial Canons 1 - 3, by allowing his close "Family Friend" and controversial "Winner Takes All" Attorney, Virginia Lee Story, to make clearly FALSE statements of LAW in his Court (TE-1, 9:9-12, 10:11-13, 27:25-28:4, 28:24-29:8, 40:19-41:16, Etc.), in Gross Violation of RPC 3.3(a)(1)(3)(b)(c)(e)(f)(g). While instead of correcting her obscenely overt MISCONDUCT: Fraud Upon the Court, Bias, Dishonesty, Negligence, Unfairness, Harassment and Abuse by Process, as required in the "Rules of Judicial Conduct" (RJC 1.1, 2.12, 2.15, 2.2, 2.3, 2.6, 2.9), Judge Binkley just nodded his head up-and-down, while grunting sounds of Agreement, followed by Completely UNREASONABLE Court Orders, with NO Impartiality, Consideration, Fairness, Common-Sense, or Care (despite hundreds of pages of real "evidence" to the contrary), at the conclusion of EVERY "hearing"! Judge Binkley never once corrected Ms. Story for "Testifying as a Witness" to nearly every word she spoke, in violation of the "Rules of Professional Conduct" which states "A Lawyer shall NOT Assert Personal Knowledge of Facts in Issue Except when Testifying as a WITNESS" (RPC 3.4(b)(d)(e)(1)(2)(3)), while a "Witness" to nearly NONE of it! (That ALONE, verifiable by skeptically reading the "M2019-02059 Transcript of Evidence-1" from my 8/1/2019 hearing, should be sufficient to order a "MISTRIAL" and/or to "STRIKE" every action in this case!) Regardless of "MERITS" (which were also fraudulent), the "LANGUAGE" ALONE was UNREASONABLY UNETHICAL & ILLEGAL! Instead Judge Binkley BIASEDLY took every WORD she spoke, as if it were "FACT"! The Absence of "Impartiality" and the Presence of "Fraud Upon the Court" VOIDS everything, with no "Statute of Limitations", EVER! Like the "Fruit of the Poisonous Tree", the "FRAUD" is no longer distinguishable from the "TRUTH", by reviewing the Court's "RECORDS" in this case. (Attorney Story "Colored" every AFFIDAVIT, MOTION, and COURT ORDER she WROTE!) I demand JUSTICE!

VOID JUDGMENTS – NO JURISDICTION – NO DUE PROCESS
OF LAW, EXCESSIVE FRAUD UPON THE COURT BY OFFICER(S)
OF THE COURT, IN THE STATE OF TENNESSEE'S
WILLIAMSON COUNTY CHANCERY COURT

AFFIDAVIT OF JEFFREY RYAN FENTON

(CERTIFYING DOCUMENT FEATURING MY HANDGUN PERMIT)

STATE OF: MICHIGAN

COUNTY OF: GENESEE

I, the Affiant, who goes by Jeffrey Ryan Fenton, a man, being of sound mind, and over the age of twenty-one, reserving all rights, being unschooled in law, and who has no BAR attorney, is without an attorney, and having never been competently re-presented by an attorney, and not waiving assistance of counsel, knowingly and willingly Declares and Duly affirms, in accordance with laws in and for the State of Tennessee, the State of Washington, and the State of Michigan, in good faith, and with full intent for preserving and promoting the public confidence in the integrity and impartiality of the government and the judiciary, that the following statements and facts, are true and correct of Affiant's own first-hand knowledge, understanding, and belief, do solemnly declare, and depose and say:

1.) **Every action in Williamson County Chancery Court Docket #48419B is VOID** (not voidable). Due to failed **DUE PROCESS of LAW**, Jurisdictional **Violations,** and an excessive amount of **"Fraud Upon the Court by Officer(s) of the Court."**

2.) Each of which have **NO "Statute of Limitations"** for seeking corrections and a cure.

Initials: _____

3.) It will require **multiple affidavits** for me to articulate the depth and breadth of the crimes which were committed against me and my family "under color of law," in Williamson County Chancery Court. Along with the damages we have and continue to cruelly suffer.

4.) I do not believe that there is any **"qualified immunity"** remaining for **any** party involved.

5.) **These statements of fact involve two cases in Middle Tennessee, during 2019 (four separate actions intertwined)** on behalf of my wife (at that time), **"Fawn Tiffany Fenton"**, hereinafter referred to as "**ex-wife**", to protect her privacy.

WILLIAMSON COUNTY CHANCERY COURT

6.) These statements of fact are about **Docket #48419B** filed on **6/4/2019**, by **Story, Abernathy, & Campbell, PLLP** in **Williamson County Chancery Court.** The Courthouse is located at 135 4th Avenue South, Franklin, TN 37064.

7.) The Chancery Court Clerk & Master is **Attorney Elaine Beaty Beeler** (BPR# 016583), the presiding Chancellor was **Judge Michael Weimar Binkley** (BPR# 005930), while my opposing Counsel was **Attorney Virginia Lee Story** (BPR# 011700) and **Attorney Kathryn Lynn Yarbrough** (BPR# 032789) with **Story, Abernathy, & Campbell, PLLP.**

U.S. BANKRUPTCY COURT – MIDDLE TENNESSEE

8.) The actions taken in Williamson County Chancery Court, were directly tied to, in coordination with, and allegedly based upon my ex-wife's **Chapter-13** bankruptcy action, **Case 3:19-bk-02693** in **The U.S. Bankruptcy Court for the Middle District of Tennessee**, found at 701 Broadway Ste 260, Nashville, TN 37203-3983.

9.) The Federal Bankruptcy Court Judge presiding was **Judge Charles M. Walker** (BPR# 019884). The Chapter-13 Trustee responsible was **Attorney Henry Edward Hildebrand, III** (BPR# 032168). While Bankruptcy Counsel for my ex-wife was **Attorney Mary Elizabeth Maney Ausbrooks** (BPR# 018097) and **Attorney Alexander Sergey Koval** (BPR# 029541) both of **ROTHSCHILD & AUSBROOKS, PLLC.**

COURT OF APPEALS OF TENNESSEE AT NASHVILLE

10.) Upon appeal of the actions above in Chancery Court, I was the "Appellant" at the **Court of Appeals of Tennessee at Nashville**, in **No. M2019-02059-COA-R3-CV**.

11.) The Order dismissing my appeal was approved by the following panel of Judges: **Judge Frank G. Clement** (BPR# 006619), **Judge Andy Dwane Bennett** (BPR# 009894), and **Judge William Neal McBrayer** (BPR# 013879).

Initials:



SUPREME COURT OF TENNESSEE AT NASHVILLE

12.) I tried to escalate my appeal to the **Supreme Court of Tennessee at Nashville**, in **No. M2019-02059-SC-Rl1-CV**, but my application for permission to appeal was denied.

PURPOSE AND INTENT

13.) **This document has been created to exercise my FIRST AMENDMENT RIGHT and RESPONSIBILITY as a CITIZEN, to hold government accountable for their actions, no matter how resistant to the TRUTH that government is.**

14.) **While continuing to seek a peaceful LEGAL CURE, so that I can SURVIVE this loss!**

CERTIFYING THE FACTUAL ACCURACY AND THE TRUTHFUL CONTENTS, IN MY DOCUMENT FEATURING MY TENNESSEE LIFETIME HANDGUN CARRY PERMIT (#083253258)

15.) Due to the size limitations and layout of the page, some of the legal citations are grouped together (abbreviated) instead of cited directly beside and repeatedly with each sentence, as they apply. Although slightly displaced, all citations are believed to be factual and correct, both in application and intent, along with the rest of the claims, statements, and accusations made throughout the language of this document, when considered together as a whole.

16.) The text and testimony of the subject document are also being provided here, as a larger print format for the Court to more easily read.

Initials: 

17.) This is a single page document/publication/testimony, with very pointed language, clearly intended to catch the attention of others. To tell them about my continued sufferings "under color of law," and to seek HELP for myself and ACCOUNTABILITY for Judge Michael W. Binkley and Attorney Virginia Lee Story (along with several of their friends).

18.) **No part of these documents are intended to harm, defame, or injure any party**, their families, their businesses, or any other aspect of their lives and/or the communities within which they live, except to what extent it is necessary to EXPOSE the TRUTH and bring forth JUSTICE. As it should have been administered in the first place.

19.) None of this is done maliciously, pretentiously, or for ulterior motives.

20.) **None of these allegations are false or fraudulently presented.**

21.) I can supply substantial high-value, cross-referenceable, verifiable EVIDENCE to any party honestly acting in good-faith; for the purpose of investigating, proving, looking to disprove, or to honestly decide the truthfulness of my claims here.

22.) **I declare in good faith that the statements throughout are TRUE.**

23.) Though not designed or stated line-by-line, as usually seen in Affidavits, my claims, statements, accusations, throughout **are actual statements of FACT.**

Initials: _____

24.) My non-conventional approach is simply out of desperation, in hopes of catching anyone's attention, to let the TRUTH be heard!

25.) I am in the process of designing several "picture books", which poignantly SHOW the TRUTH in a way which I hope will be more easily received and understood.

26.) In hopes that any reasonable mind will no longer be able to pushed-off, refuse to hear, and continue to be unconscionably ignored by the Courts.

27.) **Where I am hoping that the pictures alone will largely prove my case,** while adding language to help clarify what is being shown, as well as the damages which I have and continue to suffer "under color of law."

28.) **Caused by an otherwise unbelievable group of "bad actors," at the highest levels within the State of Tennessee.**

29.) The TEXT CONTENT of my Document Featuring my Tennessee Lifetime Handgun Carry Permit, are Listed Below (please note: fonts, colors, size, spacing, and emphasis may differ from the production document, but they contain identical wording and citations, without the paragraph numbers below.)

30.) **Clear evidence that I had recently passed both State and Federal background checks, with flying colors!** While not having any criminal or violent history, ever! (Issued Jan 3rd, 2019)

Scan of my Tennessee Lifetime Handgun Carry Permit

31.) The only people to claim any differently: are my ex-wife, who saved approximately **$250k** by telling those lies, her attorney, Virginia Lee Story, who also profited nicely, **without near the "work" as arguing the truth!** Along with some of Ms. Story's (and who else's?) "FRIENDS". Finally, there is Attorney Virginia Lee Story's close and trusted **"family friend",** the chancery court judge who made it all possible, **Judge Michael W. Binkley** (who should have recused himself, by Federal Law, in the very beginning!)

32.) While who knows if Judge Binkley's motivation was financial, "quid pro quo", familial, favoring a "friend", or strictly hate and discrimination against who he perceived me to be, or the "type" of person which he assumed that I "represent". Whether due to Ms. Story's "ex parte" claims prior to meeting me, or shortly thereafter, **before I was ever allowed to speak a single word!**

33.) Judge Binkley (TE-1, 16:15-18):

"One of the biggest problems I'm... Up against... Is who's going to control the husband?"

34.) **Biased Trial Court!**

35.) Possibly for being a man, **who was not the primary "breadwinner" for his family**, who struggles with disabilities, to which Judge Binkley told me in court (R.v4, 508-509):

"Sir, I respect that. But we all have burdens... Everybody in this room has... Just like you do... I can't make excuses for that."

36.) Or maybe because I was raised in the "North", while **"Yankees"** are still despised by some people in the South, as I have been picked at through the years. I can't tell you judge Binkley's "motivations", but I can prove his failures and even his refusal to provide me with a fair and impartial trial (tribunal), multiple times over!

37.) Judge Michael W. Binkley, who only spent **ONE HOUR** with me in court, while only allowing me to speak for **7.1 minutes**, which he said was irrelevant that day anyhow. While my testimony was foundational to the entirely **"fraudulent narrative"** which Ms. Story had fabricated and forced upon the court. **While "they" continue to deprive me of my life, my liberty, and my pursuit of happiness. To this day, without due process of law, while terrorizing my family!**

38.) **Judge Michael W. Binkley betrayed his Oath of Office, his Judicial Supervisory Duties, along with Judicial Canons 1 - 3, by allowing his close "family friend"** and controversial "winner takes all" Attorney, Virginia Lee Story, **to make clearly false statements of law in his court** (TE-1, 9:9-12, 10:11-13, 27:25-28:4, 28:24-29:8, 40:19-41:16, etc.), in gross violation of RPC 3.3(a)(1)(3)(b)(c)(e)(f)(g).

39.) **While instead of CORRECTING her obscenely overt MISCONDUCT:** Fraud Upon the Court, Bias, Dishonesty, Negligence, Unfairness, Harassment and Abuse by Process, as required in the "Rules of Judicial Conduct" (RJC 1.1, 2.12, 2.15, 2.2, 2.3, 2.6, 2.9), **Judge Binkley just nodded his head up-and-down, while grunting sounds of agreement, followed by completely UNREASONABLE Court Orders**, with NO IMPARTIALITY, consideration, fairness, common-sense, or care (despite hundreds of pages of real "EVIDENCE" to the contrary), at the conclusion of every "hearing"!

40.) **Judge Binkley never once CORRECTED Ms. Story** for **"testifying as a witness"** to nearly every word she spoke, in violation of the **"Rules of Professional Conduct"** which states:

"A lawyer shall not assert personal knowledge of facts in issue except when testifying as a witness"

RPC 3.4(b)(d)(e)(1)(2)(3)

Initials: [signature]

41.) **While a "witness" to nearly none of it!** That alone, verifiable by skeptically reading the "**M2019-02059 Transcript of Evidence-1**" from my **8/1/2019** hearing, should be sufficient to order a "mistrial" and/or to "strike" every action in this case!

42.) **Regardless of "merits" (which were also fraudulent), the "language" alone was unreasonably unethical & illegal!** Instead Judge Binkley **biasedly took every word she spoke, as if it were "FACT"!**

43.) **The absence of "Impartiality" and the presence of "Fraud Upon the Court" VOIDS everything, with no "Statute of Limitations", ever!**

44.) **Like the "Fruit of the Poisonous Tree", the "Fraud" is no longer distinguishable from the "Truth", by reviewing the court's "Records" in this case. (Attorney Story "colored" every affidavit, motion, and court order she wrote!)** I demand JUSTICE!

45.) End of text content from document.

MAY JUSTICE BE SERVED!

THE PUBLIC WELFARE REQUIRING IT!

Initials:

FURTHER AFFIANT SAITH NOT.

I declare under the penalty of bearing false witness before God and as recognized under the laws in and for the State of Tennessee, the State of Washington, and the State of Michigan, along with the Laws of the United States of America, acting with sincere intent and full standing in law, do herewith certify and state that the foregoing contents are true, correct, complete, certain, admissible as evidence, and not intended to mislead anyone, and that Jeffrey Ryan Fenton executes this document in accordance with best knowledge and understanding without dishonor, without recourse; with All rights reserved*, without prejudice.

***Notice of Specific Right Reserved:** This document, and every part herein, is prohibited from being used directly against my ex-wife, her person, property, career, earnings, estate, future earnings, financial interests, and inheritances, by any party other than myself. Furthermore, this document and every part herein, is expressly prohibited from being used in any Civil or Criminal actions directly against my ex-wife, except as is specifically authorized by me in writing, prior to her inclusion in any action, with clear, specific, and direct language (directly naming my ex-wife, directly naming this specific document and "Right Reserved", directly naming the specific action which she is to be included in, and the explicitly authorized terms or exceptions, which must all be clearly defined and grouped together within the body of a SINGLE-PAGE), to reduce the likelihood for any deceptive wordsmithing, litigious trickery, or fraudulent claims. No claims of verbal authorization or consent are acceptable or binding. For the purposes of this paragraph, "directly naming my ex-wife" shall mean: with her full name clearly written, meeting the conditions of this paragraph, not by implication, association, representation, party, counsel, or agency.

*No part of this "Right Reserved" shall provide any protection to any Agent, Counsel, Attorney, Lawyer, Judge, Auctioneer, Broker, Trustee, ABA and/or BAR Member, Court, City, County, State and/or Country, or any other person, entity, or division of government, allegedly acting on my ex-wife's behalf or otherwise.

*Should the language of this "Right Reserved" ever conflict with the language of any other document, form, contract, pleading, etc… either signed by me previously or at any point hereafter, including if I am coerced, ordered, or forced by any authority, judge, court, division of government or law enforcement body, to sign any such document after the execution of this Affidavit, in all such instances, regardless of the authority, power, circumstances, or claims (no matter how extreme), the terms of this "Right Reserved" shall CONTROL and RULE. I hereby plead the protections of the 5th Amendment in any situations where a party, entity, or agency chooses to still try to force my cooperation, testimony, and/or compliance to my ex-wife's detriment. We've both suffered far more than "our share"! It is time for some real JUSTICE! (Not leveraging laws to weaponize!)

*It is time for the Court, the Counsel, the County, and the State to be held accountable for their irresponsible and unconscionable actions and inactions, both in the commission of crimes as well as in slothful complacency and/or indifference, refusing to set up safeguards for the ethical protection of both the people and for preserving the integrity of Tennessee's Judiciary. Failing to mandate an ethical division between the judiciary and those who plead cases in their courts. Preventing any Judge in the State of Tennessee from hearing a legal argument where a "friend" OR "family" member is an interested party, litigant, or Counsel in the case. (ESPECIALLY WITHOUT FULL DISCLOSURE FIRST!) Else, true impartiality is IMPOSSIBLE on a consistent basis. While if you do not BELIEVE that, you have no higher education of value to the State, nor any knowledge of HISTORY, for THOUSANDS of years, throughout EVERY NATION known to man, while never ONCE has hidden and unaccountable power NOT CORRUPTED those holding it!

*To pretend otherwise, is to be an "accessory" to the crimes of those unconscionable "Members of the Court" who play the same games TODAY as Casey Moreland did, or even far worse! Keeping Tennessee's Judiciary in a constant state of disrepute. While you have betrayed your Country, your State, your Oath of Office, and your SUPERVISORY DUTIES by the Judicial Canons (which are NOT OPTIONAL for the Judiciary) to responsibility exercise the POWER which you have been entrusted with, to PROTECT the interests of the PEOPLE! To accept anyone's testimony that they are ABOVE TEMPTATION or ABLE to REMAIN IMPARTIAL (which is nearly impossible in the best of circumstances) is to DENY any knowledge of GOD or the BIBLE, which clearly, graphically, and continually talks about the INHERENT FALLIBILITY OF MANKIND! While the Tennessee Constitution demands that you believe in GOD, and essentially "Heaven" and "Hell" to hold office in this State, so to act CONTRARY to such knowledge is to be a TRAITOR to the very people you claim to SERVE! The High Courts are defying common sense, any knowledge of history, any ability to impartially discern and JUDGE, any knowledge of God, the Bible, or the realistic CONDITIONS of MANKIND, making the average HOMELESS person look more intelligent, fair, knowledgeable, and HONEST, than Tennessee's Highest Courts! While I know there are some GOOD PEOPLE in the Tennessee Supreme Court, so why hasn't this archaic "NOD" and "BLIND EYE" to CORRUPTION been REMEDIED YET (using grade-school common-sense)? That is where you will find the ROOT of Tennessee's Judicial CORRUPTION! It needs to be RIPPED-OUT, or you betray the very purpose for which you were appointed or elected. While being party to the destruction of countless lives, **like MINE,** who needed you to fulfill your Oaths of Office Honestly, Impartiality, **willing to Protect the PEOPLE over the Powermongers!**

Initials:

Done this 1ST day of FEBRUARY in the year 2022, under penalty of perjury, under the laws of the United States of America.

Jeffrey Ryan Fenton
17195 Silver Parkway, #150
Fenton, MI, 48430-3426
jeff.fenton@live.com
(P) 615.837.1300
(F) 810.255.4438

SUBSCRIBED AND SWORN to this 1st day of, **FEBRUARY**, 2022.

Susan L. Temple
Notary Public; in and for Genesee County
State of Michigan
My Commission Expires- 12-23-2022



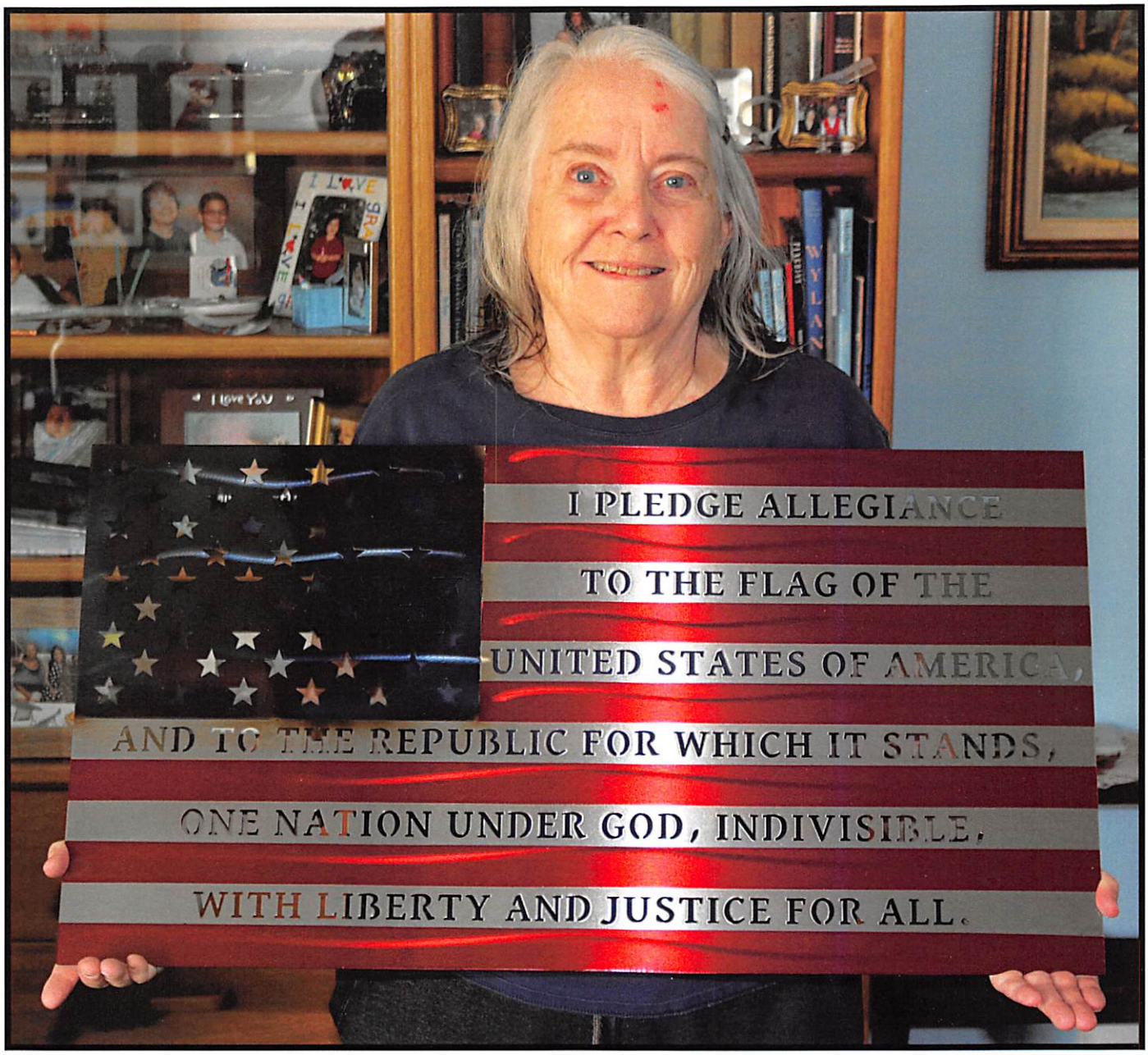
Initials:

AFFIDAVIT OF FACT

WE NEED TO GET BACK TO THE BASICS

ALL LIVING UNDER THE SAME RULES OF LAW

WITH EQUAL & IMPARTIAL ADMINISTRATION OF LIBERTY & JUSTICE



FOR ALL AMERICAN CITIZENS!

OTHERWISE OUR ANCESTORS GAVE THEIR LIVES FOR NOTHING, WHILE ALL WAS LOST "ON OUR WATCH". PROVING THAT "FREEDOM" IS STILL NO MATCH FOR "GREED".

THEN SO SHALL "THE UNITED STATES OF AMERICA" BE REMEMBERED BY HISTORIANS;

AS THE "GREAT FREEDOM EXPERIMENT" WHICH FAILED! RETURNING THE MONARCHY TO RULE!

(Above, I present my Mother, "Marsha Fenton", still full of HOPE!)

WE CAN DO BETTER THAN WE HAVE IN RECENT YEARS! WE MUST!

IN THE COURT OF APPEALS OF TENNESSEE
MIDDLE DIVISION, AT NASHVILLE

JEFFREY RYAN FENTON, Appellant/Ex-Husband, v. FAWN TIFFANY FENTON, Appellee/Ex-Wife.	)	**COA #M2019-02059-COA-R3-CV** Docket #48419B

AFFIDAVIT OF MARSHA ANN FENTON

COMES NOW Marsha Ann Fenton, the Appellant/Ex-husband's mother, with whom he resides in Michigan, stating as follows:

1. I am over 18 years of age and have personal knowledge of the following facts.
2. I am writing to share what life is like for Jeff with his disabilities, which have been documented by professionals.
3. I am a retired pediatric intensive care nurse, so have had a lot of experience working with children with varying abilities/disabilities.
4. He has been living in the basement of my tiny house, inherited from my parents, after being abruptly removed from his lovely TN home by the court.....with the judge never even looking at his abundant evidence contesting the lies ascribed to him.
5. He has been deeply grieving for his loss of their "forever" home that he had worked on constantly to improve, his dearly loved wife (who has had huge emotional challenges with her health the last few years and is on several meds), their sweet dog and rabbits, and the wildlife babies he tended to outside.

6. He continues to love Fawn dearly. He talks about losing her and their life together.
7. If she ever asked him for any help, he'd be right there. He is of absolutely no danger to her. He just wants to save her from her decisions.
8. Fawn has been a loved member or our family.
9. When Jeff's dear parrot died, which they had loved together, I let Fawn know. She then communicated back her sadness.
10. Occasionally I see Facebook posts from Fawn.....and she responds kindly to posts from Jeff's sisters. We loved our time with her.
11. Despite this horrendous loss and grief, Jeff has been kind, respectful and caring towards me.
12. The only thing "fun" we have done in this entire year was go to a Christmas Eve service.
13. Legal work has consumed him, trying to fix what he has been accused of.
14. Jeff shows NO aggressiveness.
15. He is very caring.
16. Occasionally I'll drop something upstairs and Jeff will dash up to make sure I'm OK.
17. I don't know what I'd do without him, especially through this Covid-19 where I am isolated.
18. Jeff stays home all the time. He has no visitors.
19. He doesn't play games on his computer.....watches very little TV.....
20. He has worn the tile out under his office chair. He is unable to do anything but work on legal papers and now his appeal.

21. Jeff sits at his computer all day, often all night – sometimes continuously for 3 days without sleep.
22. If he is interrupted for any reason, he often must start all over with his writing…….
23. His mind cannot multi-task like others.
24. It can take him 7 hours to write what would be a simple letter for many…..going over and over and over it……trying to make it perfect…….and then it's never good enough.
25. His writing is all about his appeal.
26. He simply wants to be free of this Order of Protection for emails (she could have blocked him on the computer…….) he just wanted to know if the house payments were made since she blocked him from all that…….
27. Jeff had tenants to be able to pay the bills.
28. As for the No Trespassing sign……. Fawn designed and talked to local police about it herself!
29. Jeff wants this to be removed so, at 51 years of age, he can get career training and start his life from scratch – again.
30. He has spent months researching law, calling people for direction, trying to get pro bono legal help, studying directives for presentations at the appeals court.
31. He will work on one aspect all night……...maybe 40 pages…….and need to start all over the next day on another aspect.
32. He cannot focus enough to complete one part, because there are always more laws to study, more concerns about his presentation because his life hangs on it.
33. He is totally overwhelmed, and he did nothing to deserve this.

34. With his disabilities – and no money for a lawyer (I loaned him $10,000 initially for representation but his defense was never even heard….not a word or a picture!) he is doomed by the law????

35. Poverty and disability should not, in the USA, make one an undeserving victim…….

Due to COVID-19, I need to remain in "self-quarantine" because of my immunity disorder, so I have no physical access to a Notary Public currently. Thanks for reading.

DECLARATION

I, MARSHA ANN FENTON, declare under penalty of perjury that the foregoing is true
[Insert Appellant/Appellee or counsel]
and correct to the best of my knowledge.

Respectfully submitted on: 10/13/20

Marsha Ann Fenton
[Signature of Appellant/Appellee or counsel]

MARSHA ANN FENTON
17195 Silver Parkway, #150
Fenton, MI, 48430
(P) 615.837.1300
(F) 810.255.4438

CERTIFICATE OF SERVICE

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

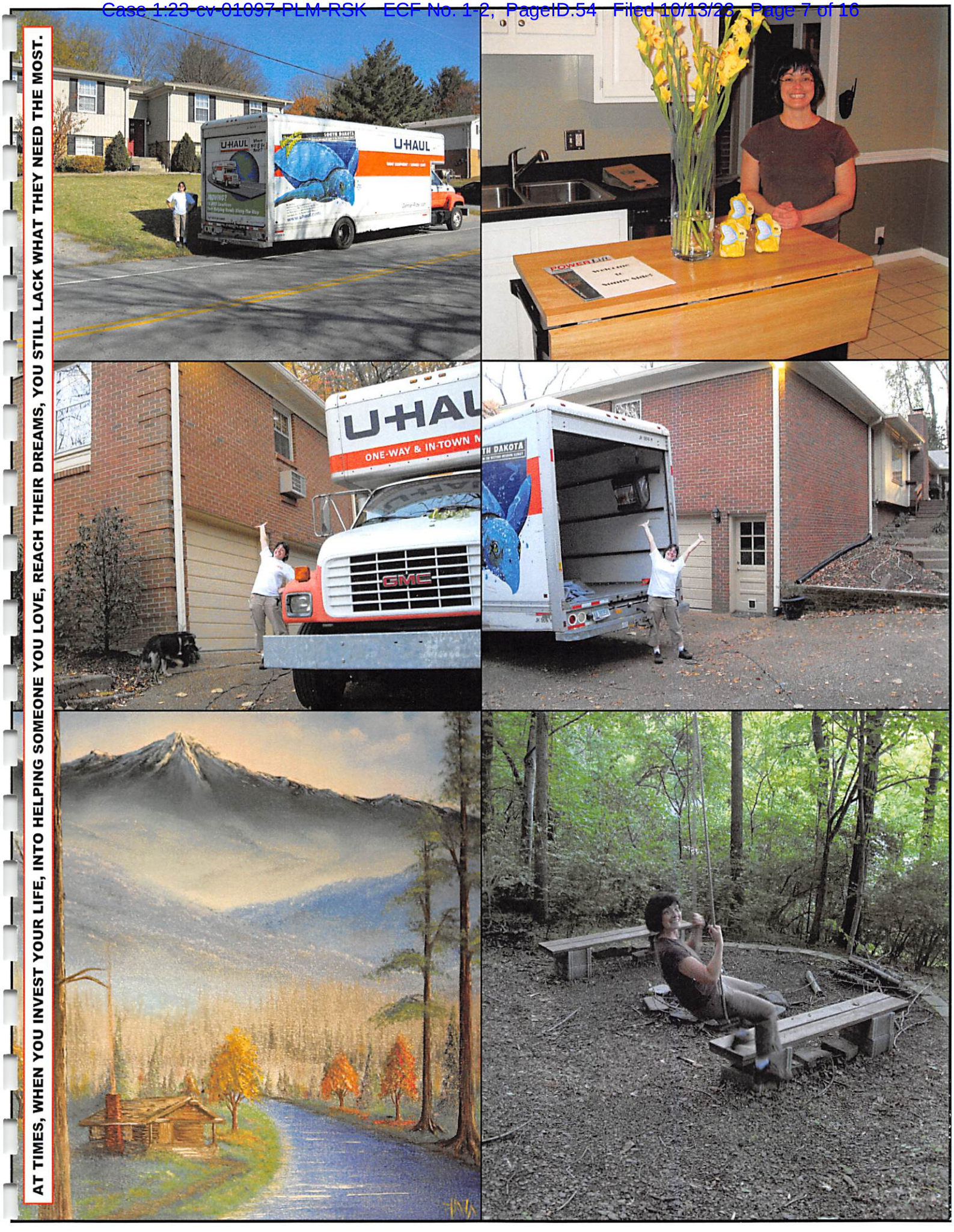
Virginia L. Story
136 4th Ave. South
Franklin, TN 37064
Fax: (615) 790-7468
Email: virginia@tnlaw.org

Clerk & Master
P.O. Box 1666
Franklin, TN 37065-1666
Fax: (615) 790-5626
Email: elaine.beeler@tncourts.gov

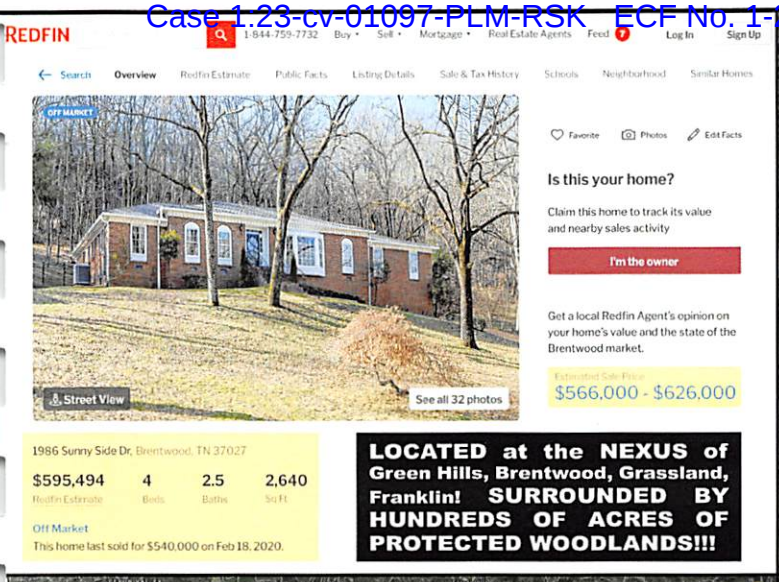
Court of Appeals
100 Supreme Court Building
401 Seventh Avenue North
Nashville, TN 37219-1407
Fax: (615) 532-8757
Email: appellatecourtclerk@tncourts.gov

Forwarding Date: 10/15/2020

JEFFREY RYAN FENTON (pro se)



AT TIMES, WHEN YOU INVEST YOUR LIFE, INTO HELPING SOMEONE YOU LOVE, REACH THEIR DREAMS, YOU STILL LACK WHAT THEY NEED THE MOST.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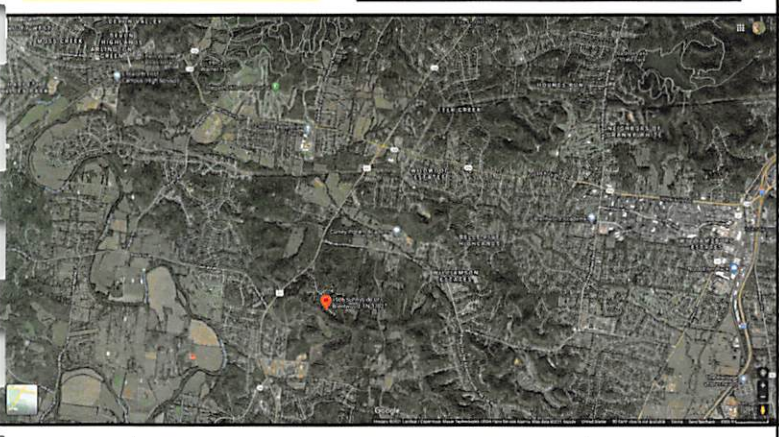
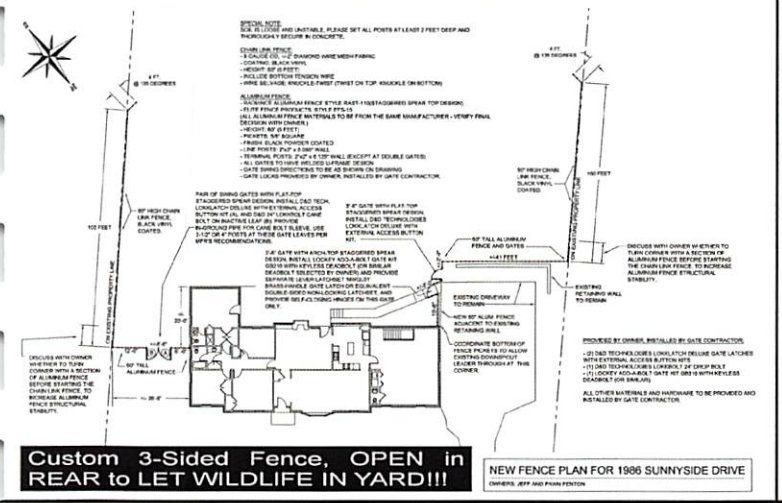
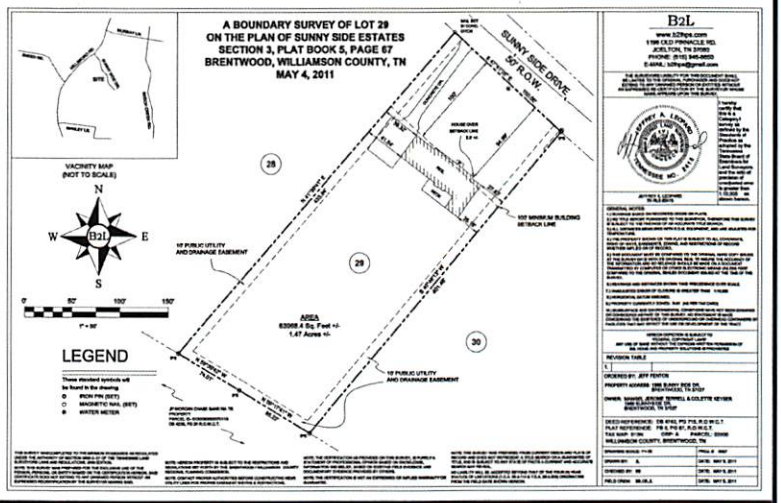
Street View
See all 32 photos
Favorite
Photos
Edit Facts
Is this your home?
Claim this home to track its value and nearby sales activity
I'm the owner
Get a local Redfin Agent's opinion on your home's value and the state of the Brentwood market.
Estimated Sale Price
$566,000 - $626,000
1986 Sunny Side Dr, Brentwood, TN 37027
$595,494
Redfin Estimate
4
Beds
2.5
Baths
2,640
Sq Ft
Off Market
This home last sold for $540,000 on Feb 18, 2020.
LOCATED at the NEXUS of Green Hills, Brentwood, Grassland, Franklin! SURROUNDED BY HUNDREDS OF ACRES OF PROTECTED WOODLANDS!!!

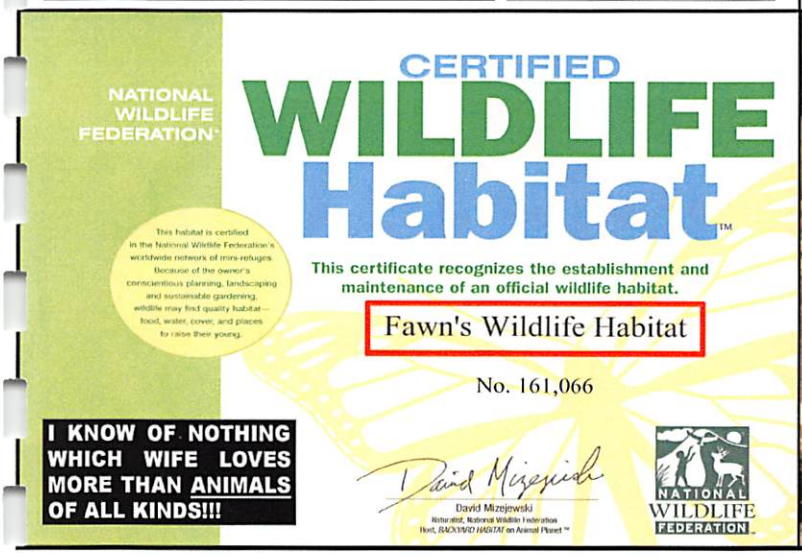

1986 Sunny Side Dr,
Brentwood, TN 37027
Sunny Side Dr
Feedback




Greater Pleasant View Missionary
Owl's Hill Nature Sanctuary


SPECIAL NOTE
ALUMINUM FENCE:
CHAIN LINK FENCE:
PAIR OF SWING GATES WITH FLAT-TOP STAGGERED SPEAR DESIGN, INSTALL D&D TECH LOCKLATCH DELUXE WITH EXTERNAL ACCESS BUTTON KIT (AL AND D&D 34") LOWROLT CANE BOLT ON INACTIVE LEAF (IN) PROVIDE IN-GROUND PIPE FOR CANE BOLT SLEEVE. USE 5-1/2" DIA POSTS AT THESE GATE LEAVES PER MFR'S RECOMMENDATIONS.
3'-6" GATE WITH FLAT-TOP STAGGERED SPEAR DESIGN, INSTALL D&D TECH LOCKLATCH DELUXE WITH EXTERNAL ACCESS BUTTON KIT.
3'-6" GATE WITH KNOX-TOP STAGGERED SPEAR DESIGN, INSTALL LOCKEY 4203-A BOLT GATE KIT USED WITH KEYLESS DEADBOLT FOR SINGLE DEADBOLT SELECTED BY OWNER) AND PROVIDE SEPARATE LEVER-LATCHET HANDLED BRASS HANDLE GATE LATCH OR EQUIVALENT - DOUBLE-SIDED NON-LOCKING LATCHSET, AND PROVIDE SELF-CLOSING HINGES ON THIS GATE ONLY.
EXISTING DRIVEWAY TO REMAIN
NEW 60" ALUM. FENCE ADJACENT TO EXISTING RETAINING WALL
COORDINATE BOTTOM OF FENCE PICKETS TO ALLOW EXISTING DOWNSPOUT LEADER THROUGH AT THIS CORNER.
EXISTING RETAINING WALL TO REMAIN
PROVIDED BY OWNER, INSTALLED BY GATE CONTRACTOR:
• (2) D&D TECHNOLOGIES LOWLATCH DELUXE GATE LATCHES WITH EXTERNAL ACCESS BUTTON KITS
• (1) D&D TECHNOLOGIES LOWROLT 24" DROP BOLT
• (1) LOCKEY 4203-A BOLT GATE KIT (SEE (I) WITH KEYLESS DEADBOLT (OR SIMILAR)
ALL OTHER MATERIALS AND HARDWARE TO BE PROVIDED AND INSTALLED BY GATE CONTRACTOR.
DISCUSS WITH OWNER WHETHER TO TURN CORNER WITH A SECTION OF ALUMINUM FENCE BEFORE STARTING THE CHAIN LINK FENCE, TO INCREASE ALUMINUM FENCE STRUCTURAL STABILITY.
DISCUSS WITH OWNER WHETHER TO PLAN CORNER WITH A SECTION OF ALUMINUM FENCE BEFORE STARTING THE CHAIN LINK FENCE, TO INCREASE ALUMINUM FENCE STRUCTURAL STABILITY.
Custom 3-Sided Fence, OPEN in REAR to LET WILDLIFE IN YARD!!!
NEW FENCE PLAN FOR 1986 SUNNYSIDE DRIVE
OWNERS: JEFF AND FAWN FENTON


A BOUNDARY SURVEY OF LOT 29
ON THE PLAN OF SUNNY SIDE ESTATES
SECTION 3, PLAT BOOK 5, PAGE 67
BRENTWOOD, WILLIAMSON COUNTY, TN
MAY 4, 2011
SUNNY SIDE DRIVE
50' R.O.W.
VACINITY MAP
(NOT TO SCALE)
LEGEND
AREA
63068.4 Sq. Feet +/-
1.47 Acres +/-
10' PUBLIC UTILITY AND DRAINAGE EASEMENT
100' MINIMUM BUILDING SETBACK LINE
B2L


NATIONAL WILDLIFE FEDERATION
CERTIFIED
WILDLIFE
Habitat™
This habitat is certified in the National Wildlife Federation's worldwide network of mini-refuges. Because of the owner's conscientious planning, landscaping and sustainable gardening, wildlife may find quality habitat—food, water, cover, and places to raise their young.
This certificate recognizes the establishment and maintenance of an official wildlife habitat.
Fawn's Wildlife Habitat
No. 161,066
David Mizejewski
Naturalist, National Wildlife Federation
Host, BACKYARD HABITAT on Animal Planet™
NATIONAL WILDLIFE FEDERATION
I KNOW OF NOTHING WHICH WIFE LOVES MORE THAN ANIMALS OF ALL KINDS!!!



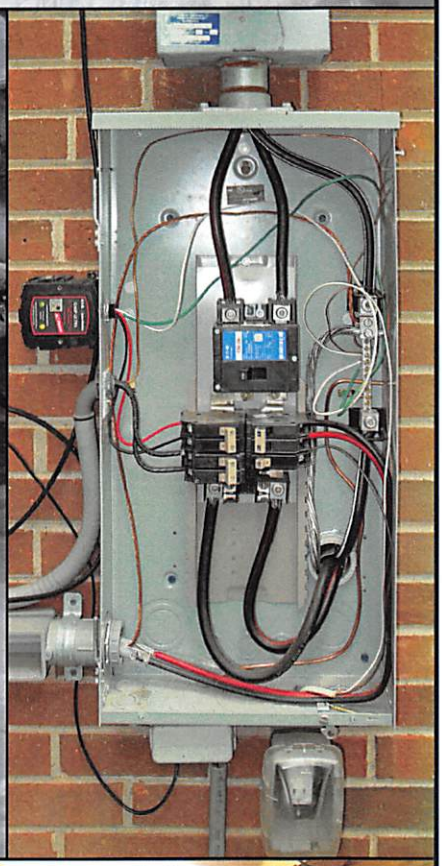
AT TIMES, WHEN YOU INVEST YOUR LIFE, INTO HELPING SOMEONE YOU LOVE, REACH THEIR DREAMS, YOU STILL LACK WHAT THEY NEED THE MOST.

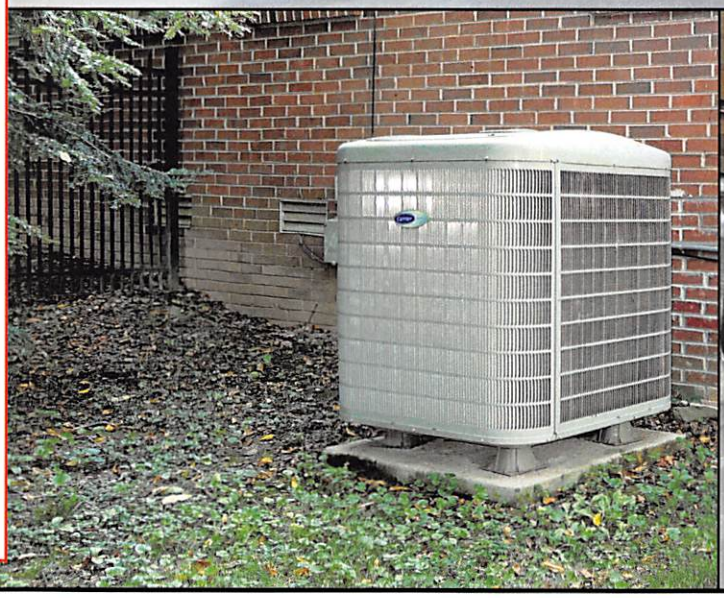

SUNNY SIDE
FLAMMABLE
KEEP FIRE AWAY













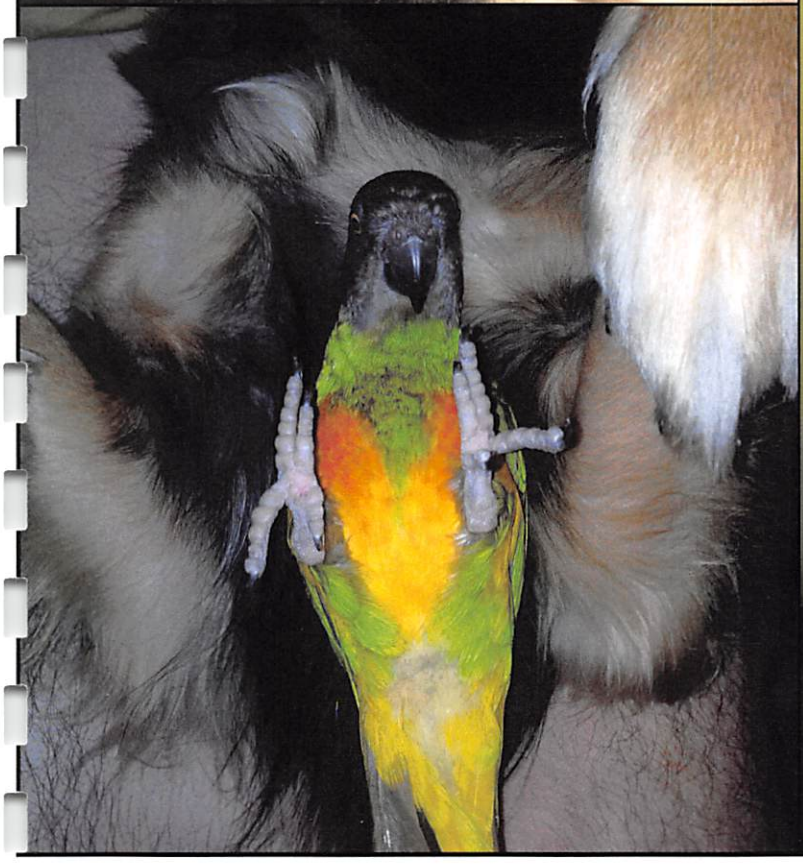
AT TIMES, WHEN YOU INVEST YOUR LIFE, INTO HELPING SOMEONE YOU LOVE, REACH THEIR DREAMS, YOU STILL LACK WHAT THEY NEED THE MOST.











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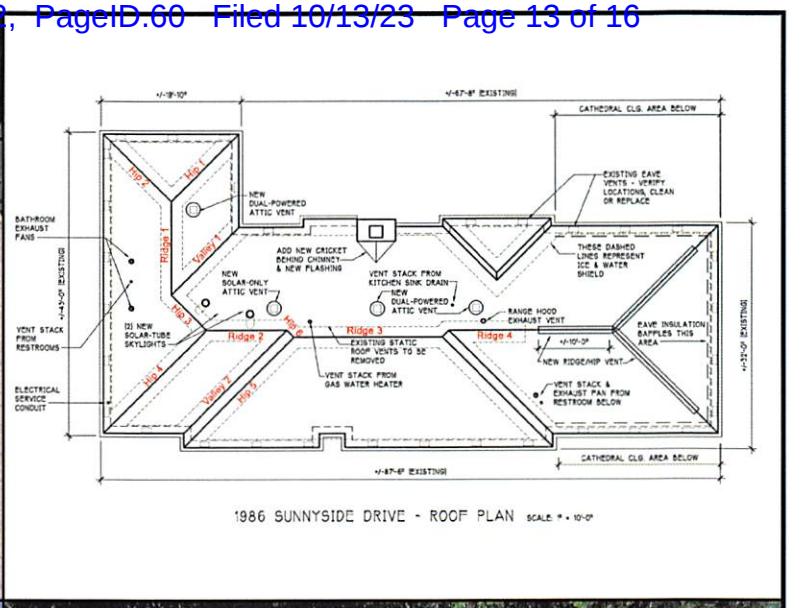
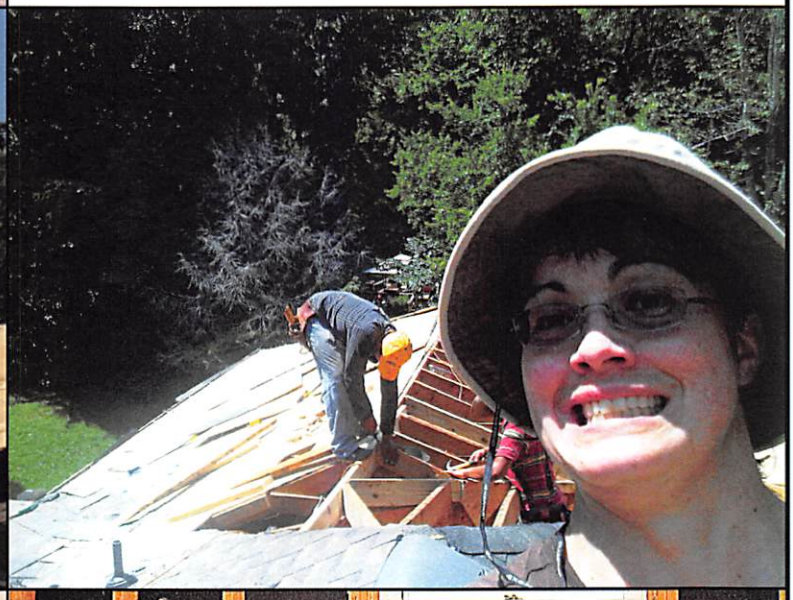
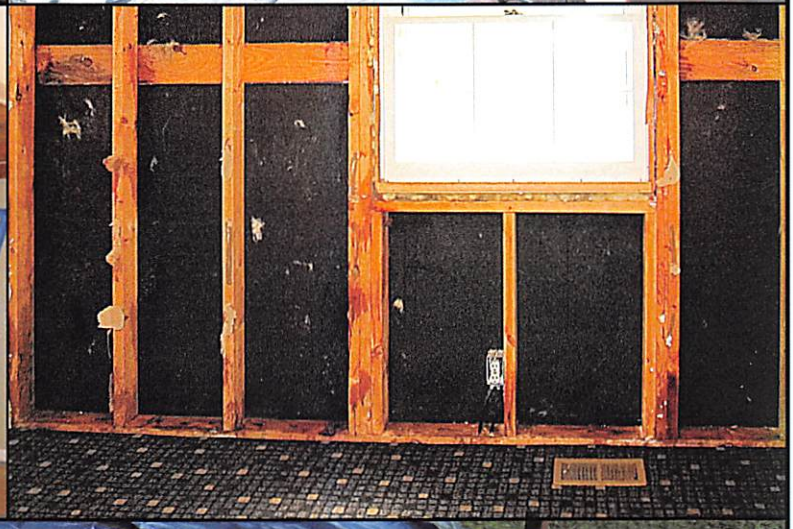


1986 SUNNYSIDE DRIVE - ROOF PLAN SCALE: 1" = 10'-0"



















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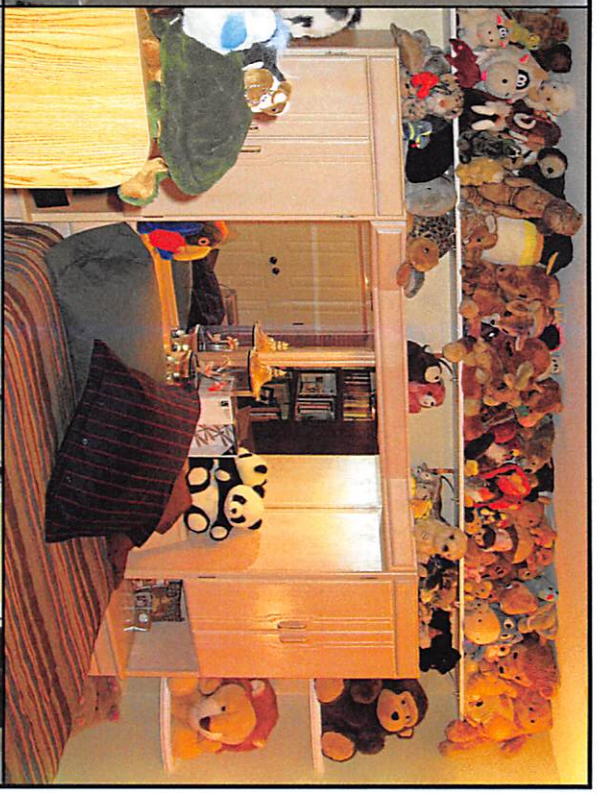
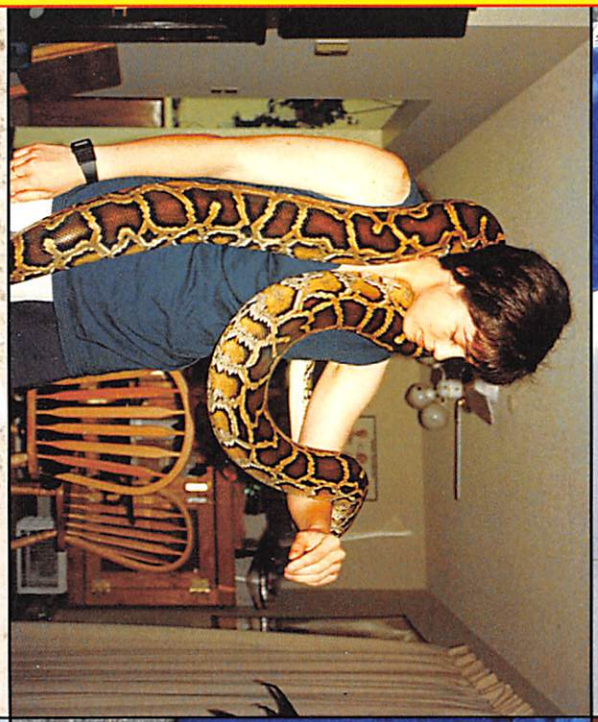


NOT EVERY FEMALE IS FRAIL, WEAK, DEFENSELESS, AND AFRAID; EVEN IF THEY CLAIM TO BE, FOR A STRATEGIC ADVANTAGE DURING A DIVORCE.



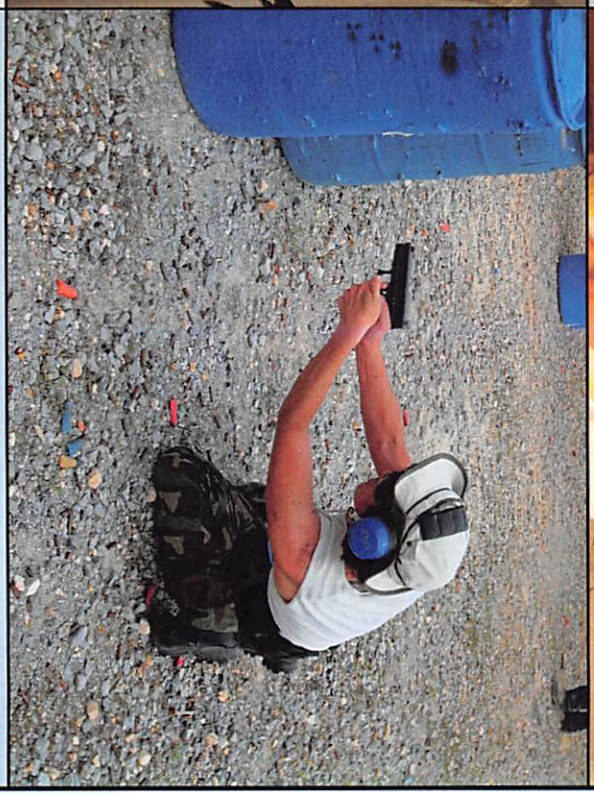


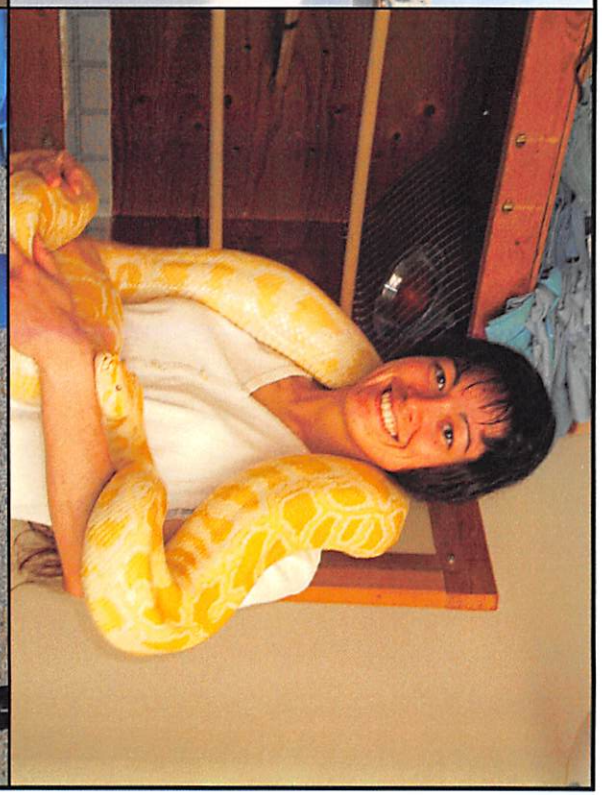




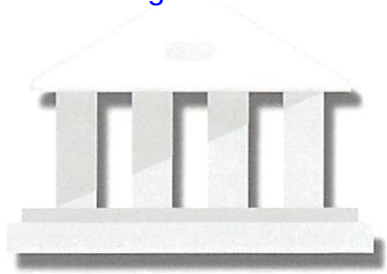








PLEASE STRIKE & EXPUNGE THE "DEFAULT ORDER OF PROTECTION" ORDERED BY WILLIAMSON CHANCERY ON 10/21/2019 AND THEN EXTENDED FOR FIVE-MORE YEARS, WITHOUT NOTICE OF MOTION! I HAVE NEVER EVEN BEEN ALLOWED TO PARTICIPATE IN A HEARING TO DEFEND MYSELF! DESPITE PROMISES ON COURT RECORD 8/29/2019, TO ALLOW ME TO PARTICIPATE BY PHONE, KNOWING CHANCERY HAD FORCEFULLY RENDERED ME HOMELESS AND I NEEDED TO IMMEDIATELY RELOCATE TO MICHIGAN, HAVING NO OTHER PROVISION FOR SHELTER, FOOD, OR SURVIVAL IN TENNESSEE! WHILE ONCE THE FRAUD AND FALSE TESTIMONY USED TO MANIPULATE THE COURT IS REMOVED, THE ONLY REMAINING "GROUNDS" ARE ELECTRONIC COMMUNICATIONS WITH NO PHYSICAL THREATS OR DANGER!



TEXT MESSAGES FROM WIFE'S INITIAL "DIVORCE ANNOUNCEMENT" TO ME, ON MARCH 13TH, 2018.

WIFE'S "FEAR" WAS ENTIRELY BASED UPON HER BELIEF ABOUT WHAT WAS "UNDERSTANDABLE" IN HER OPINION! NOT ANYTHING I EVER DID!!!

WHAT WIFE NEEDED WAS MENTAL AND PHYSICAL HELP FOR MENOPAUSE, NARCOLEPSY, AND CHRONIC DEPRESSION. WHAT SHE GOT INSTEAD WAS HELP COMMITTING MULTIPLE COUNTS OF FRAUD, WHICH COMPOUNDED HER STRESS & QUICKLY DETERIORATED HER HEALTH EVEN MORE!

3/13/18, 7:58 PM from Fawn Fenton

I thought you would hate me for this, and you would make me as miserable as possible to get back at me.

3/13/18, 8:19 PM from Fawn Fenton

Ok. Thank you. I was truly afraid you would be blinded by rage and hurt, (understandably so).

#1

3/13/18, 8:42 PM from Fawn Fenton

I was so convinced you were going to try to destroy me, I was too afraid to ask you for an agreement.

THIS WAS A WHOLE YEAR BEFORE ATTORNEY STORY WAS HIRED, WITHOUT A SINGLE "INCIDENT", "THREAT" OR "DANGER" OF ANY SORT! WIFE INVITED ME OVER I BROUGHT HER GIFTS, SHE WANTED TO REMAIN FRIENDS AFTER DIVORCE!

Regardless of what people can "GET AWAY WITH" legally, it is CRUEL, INHUMANE, and down right UN-AMERICAN to DEPRIVE a person of their CONSTITUTIONAL RIGHTS and/or Hinder their most Basic Need and Ability to SUPPORT Themselves and their Family, by ANY legal means available to anyone else.

Based entirely upon someone else's unfounded concerns due to the Damages which THEY SECRETLY PLANNED TO CAUSE, with NO HISTORY of Violence, Arrests, or SERIOUS RISK of PHYSICAL DANGER, short of charging the individual with a CRIME and providing them with FULL EQUAL AND DUE PROCESS OF LAW!

The DEPRIVATION OF RIGHTS for Convenience and Arbitrary Power is "ABSURD, SLAVISH, AND DESTRUCTIVE OF THE GOOD AND HAPPINESS OF MANKIND." (Article I, Section 2) of the CONSTITUTION OF THE STATE OF TENNESSEE!

I PRAY THAT THE WILLIAMSON COUNTY CHANCERY COURT OPERATE FAIRLY, WITH THE WELLBEING OF ALL CITIZENS TREATED EQUALLY, AS REQUIRED IN THE CONSTITUTION OF THE GREAT STATE OF TENNESSEE. THAT MY FREEDOM, MY NAME, AND MY REPUTATION, BE RESTORED, HAVING COMMITTED NO CRIME. SO THAT I CAN PASS A BACKGROUND CHECK AND GET A JOB TO SUPPORT MYSELF, AS I DESPERATELY NEED, OR THAT A FULL CRIMINAL INVESTIGATION BE LAUNCHED INTO THE DEPRIVATION OF BOTH MY RIGHTS AND MY PROPERTY!

APPENDIX-1

The following are individuals who either acted inappropriately, shunned their official duties, or committed crimes against Plaintiff.

Name	Action
Attorney Virginia Lee Story	Committed crimes, violated rules of conduct
Attorney Kathryn Lynn Yarbrough	Committed crimes, violated rules of conduct
Paralegal Heidi Macy	Failed to provide assistance
Judge Michael Weimar Binkley	
Clerk & Master Attorney Elaine Beaty Beeler	
Attorney Mary Elizabeth Maney Ausbrooks	
Attorney Alexander Sergey Koval	
Attorney Henry Edward Hildebrand, III	
Judge Charles M. Walker	
Attorney Samuel Forrest Anderson	
Paralegal Kim Murray	
Broker & Auctioneer Thomas E. Anderson	
Broker & Auctioneer Roy Patrick Marlin	
Judge Frank G. Clement	
Judge Andy Dwane Bennett	
Judge William Neal McBrayer	
Attorney James Michael Hivner	
Attorney John Brandon Coke	
Attorney Sandra Jane Leach Garrett	
Attorney Beverly Phillips Sharpe	

APPENDIX-2

The following are violations of rules of the Tennessee Code of Judicial Conduct committed by Judge Michael Weimar Binkley:

- 1.1 Compliance with the Law (when he asserted jurisdiction over the estate despite the bankruptcy court have original and exclusive jurisdiction; when he violated the ADA;)
- 1.2 Promoting Confidence in the Judiciary ("The test for appearance of impropriety is whether the conduct would create in reasonable minds a perception that the judge violated this Code or engaged in other conduct that reflects adversely on the judge's honesty, impartiality, temperament, or fitness to serve as a judge")
- 2.2 Impartiality and Fairness (when he violated law; when he prevented Mr. Fenton from explaining his disability; when he declined to act on Mr. Fenton's answer/counterclaim)
- 2.3 Bias, Prejudice, and Harassment (when commented during the August 1 and 29, 2019, hearings: "Fair is something you do in the fall;" and said Mr. Fenton's disability "bothers" him and said "But we all have burdens," making light of Mr. Fenton's disability.)
- 2.5 Competence, Diligence, and Cooperation (clearly lacking competence when he said during the August 1, 2019, hearing, "are we Chancery or Circuit?" and "Any possibility she could be an innocent spouse? I don't know how that works anymore.")
- 2.6 Ensuring the Right to be Heard (when he blocked Mr. Fenton from explaining his disability and declined to rule on his answer/counterclaim)
- 2.9 *Ex Parte* Communications (when he had conversations with Story regarding Mr. Fenton's handwritten note he left at the residence for Ms. Fenton)
- 2.15 Responding to Judicial and Lawyer Misconduct
- 3.10 which states "A judge shall not practice law." After saying earlier in the August 29, 2019, hearing, "We can't sit here and be your lawyer for you," judge said to Mr. Fenton, "You're going to sign this contract now." In a best-case scenario: the contract should be void/voidable because Mr. Fenton was forced to sign; worst-case: Judge Binkley was acting as Mr. Fenton's attorney as he just stated he was not going to do by giving him "advice" to sign, which is a violation of ethics/judicial canon.

APPENDIX-3

The following is a non-exhaustive list of lies told by Attorney Virginia Lee Story during Plaintiff's matter in the Chancery Court, which are also crimes according to 18 U.S.C. § 157(3) "false or fraudulent representation[s], claim[s], or promise[s]."*

- "already too far along in the bankruptcy process" to save the home, which is not only nonsensical, but contradicts the 180 days the bankruptcy court allegedly gave on April 26, 2019, to sell the home, therefore providing 83 days to salvage the home after she made this statement on August 1, 2019
- Plaintiff "lost" his job, when he actually resigned
- "[Mrs. Fenton] is the owner of the property," when Plaintiff also owned it
- "We never authorized any renters to be in that house," which contradicts email
- "She is paying the second mortgage on the house" ???
- "Mr. Fenton would transfer balances from his credit cards to a credit card in her name," when the reverse was actually true. See exhibit X.
- "obviously he cannot bind a new owner to comply with this lease, so that is a voidable contract." 8-1-19. Not true according the severability clause in it.
- "He's known since March of last year that the house was going on the market, and he signed the lease in April of this year." 8-1-19. She made this comment with no evidence whatsoever. Plaintiff only learned of the house sale/auction on xxx.
- "The bankruptcy was filed April. He knew this was coming down the pike." 8-1-19 No, Plaintiff didn't. See affidavit and emails, etc.
- "Mrs. Fenton filed for divorce back in '18." She filed June 4, 2019.
- "It's been unbelievably difficult just dealing with Mr. Fenton to even get him served." Plaintiff was served June 15, 2019, *a mere 11 days* after filing. Service often takes weeks or months, so this is yet another false statement.

APPENDIX-4

RICO evidence here.

APPENDIX-5

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

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

November 1, 2018

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

To Whom It May Concern:

Jeffrey Fenton has been a patient under my care since 2012. He is treated for a severe Generalized Anxiety Disorder, Attention Deficit Disorder, and suffers from an Obsessive Compulsive Personality Disorder. He also has specific phobias regarding weather, driving across bridges, and flying, along with obsessive concerns over his health.

His symptoms of severe anxiety, obsessive worry, preoccupation with details and rules, perfectionism, inflexibility, and problems with rigidity have all interfered with his ability to hold a job and have a healthy relationship.

I have prescribed medication including Lexapro 40 mg a day, Vyvanse 70 mg a day, Xanax 1 mg every six hours as needed, and Restoril 30 mg at night for chronic insomnia. He also has continued to see Terry Huff, LCSW, in psychotherapy. Despite his compliance with his medication and therapy, his symptoms continue to be disabling.

Please consider Mr. Fenton's severe psychiatric condition in any judgments being made about his ability to work and his ongoing divorce. If you have any questions regarding his treatment or prognosis, please contact me with his permission.

Sincerely,

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

Case 1:23-cv-01097-PLM-RSK ECF No. 1-8, PageID.74 Filed 10/13/23 Page 1 of 150

CLOSED, CONVERTED, MEANSYES, DISCH(D)

Appendix 10-1

U.S. Bankruptcy Court
MIDDLE DISTRICT OF TENNESSEE (Nashville)
Bankruptcy Petition #: 3:19-bk-02693

Assigned to: Charles M Walker
Chapter 7
Previous chapter 13
Original chapter 13
Voluntary
Asset

Date filed: 04/26/2019
Date converted: 12/06/2019
Date terminated: 03/01/2021
Debtor discharged: 04/15/2020
341 meeting: 01/06/2020
Deadline for objecting to discharge: 03/06/2020
Deadline for financial mgmt. course: 07/26/2019

Debtor disposition: Standard Discharge

Debtor
Fawn [redacted] Fenton
[redacted]
Brentwood, TN 37027
DAVIDSON-TN
SSN / ITIN: xxx-xx-2065
[redacted]

represented by **MARY ELIZABETH AUSBROOKS**
ROTHSCHILD & AUSBROOKS
1222 16TH AVE SO
STE 12
NASHVILLE, TN 37212-2926
615-242-3996
Email: marybeth@rothschildbklaw.com

MARY ELIZABETH AUSBROOKS
(See above for address)

Alexander S. Koval
Rothschild & Ausbrooks, PLLC
1222 16th Ave. S.
Suite 12
Nashville, TN 37212
615 242 3996
Fax : 615 242 2003
TERMINATED: 10/04/2019

Trustee
HENRY EDWARD HILDEBRAND, III
OFFICE OF THE CHAPTER 13 TRUSTEE
PO BOX 340019
NASHVILLE, TN 37203-0019
615 244-1101
TERMINATED: 12/06/2019

Trustee
JOHN C. MCLEMORE
LAW OFFICE OF JOHN C. McLEMORE, PLLC
2000 RICHARD JONES RD., STE. 250
NASHVILLE, TN 37215
615 383-9495

represented by **JOHN C. MCLEMORE**
LAW OFFICE OF JOHN C. McLEMORE, PLLC
2000 RICHARD JONES RD., STE. 250
NASHVILLE, TN 37215
615 383-9495

Fax : 615 292-9848
Email: gmyecfkr@gmylaw.com

U.S. Trustee
US TRUSTEE
OFFICE OF THE UNITED STATES TRUSTEE
701 BROADWAY STE 318
NASHVILLE, TN 37203-3966
615 736-2254

Filing Date	#	Docket Text
04/26/2019	1 (50 pgs)	Chapter 13 Voluntary Petition Individual. Fee Amount is $310.00. Separately and Contemporaneously, an Application to Pay This Filing Fee in Installments or an Application to Waive Filing Fees is being filed. (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	2 (5 pgs)	Chapter 13 Plan , and Request for Valuation of Security, and Request for Assumption of Executory Contracts and Unexpired Leases. Filed on the behalf of: Debtor Fawn [redacted] Fenton. (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	4 (2 pgs)	Application to Pay Filing Fee in Installments Filed on the behalf of: Debtor Fawn [redacted] Fenton. (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	5 (4 pgs)	Chapter 13 Statement of Current Monthly Income and Calculation of Commitment Period for 5 Years Form 122C-1. Disposable Income Is Determined Filed on the behalf of: Debtor Fawn [redacted] Fenton. (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	6 (8 pgs)	Chapter 13 Calculation of Disposable Income Form 122C-2 Filed on the behalf of: Debtor Fawn [redacted] Fenton. (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	7 (1 pg)	Certificate of Credit Briefing for Debtor Filed on the behalf of: Debtor Fawn [redacted] Fenton. (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	8 (7 pgs; 2 docs)	Certificate of Service mailed on 4/26/2019 *on Chapter 13 Plan.* (Attachments: # 1 Chapter 13 Plan) Filed on the behalf of: Debtor Fawn [redacted] Fenton (RE: related document(s)2). (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	9 (1 pg)	Order Granting Application to Pay Filing Fees in Installments. Filing fee requested to pay in installments is $310.00 (RE: Ref Doc #4), BY THE COURT: Judge Charles M. Walker (slw) (Entered: 04/26/2019)

04/29/2019	12 (2 pgs)	Meeting of Creditors Notice. . Meeting of Creditors to be held on 6/11/2019 at 11:00 AM at Customs House, 701 Broadway, Room 100, Nashville, TN 37203. Deadline to file Proof of Claim is 7/5/2019. Deadline to file Government Proof of Claim is 10/23/2019. Written objections to confirmation must be filed by 6/6/2019. Last day to Object to Confirmation 6/11/2019. Last day to File Complaint to Determine Dischargeability of Certain Debts is 8/12/2019. Confirmation hearing to be held on 7/15/2019 at 08:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. (HILDEBRAND, HENRY) (Entered: 04/29/2019)
04/29/2019	10 (1 pg)	Submitted Order for Entry - Direct Pay Order (HILDEBRAND, HENRY) (Entered: 04/29/2019)
04/30/2019	11 (1 pg)	Order for Direct Pay Re: First Debtor Signed on 4/30/2019. (slw) (Entered: 04/30/2019)
05/01/2019	13 (2 pgs)	Notice of Appearance and Request for Service pursuant to Rule 2002 Filed on the behalf of: Creditor BANK OF AMERICA, N.A.. (BROWN, NATALIE) (Entered: 05/01/2019)
05/02/2019	14 (3 pgs)	BNC Certificate of Notice. (RE: related document(s)12 Meeting of Creditors Chapter 13) Notice Date 05/02/2019. (Admin.) (Entered: 05/03/2019)
05/02/2019	15 (6 pgs)	BNC Certificate of Notice. (RE: related document(s)2 Chapter 13 Plan) Notice Date 05/02/2019. (Admin.) (Entered: 05/03/2019)
05/02/2019	16 (2 pgs)	BNC Certificate of Notice. (RE: related document(s)11 Order for Direct Pay - BK Order) Notice Date 05/02/2019. (Admin.) (Entered: 05/03/2019)
05/10/2019	17 (20 pgs; 3 docs)	Objection and Notice of: Objection to Claim 1 by Claimant The Internal Revenue Service in the amount of $15,910.36. . Filed By: MARY ELIZABETH AUSBROOKS on behalf of Fawn [redacted] Fenton. If timely response hearing will be held on 6/19/2019 at 08:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. Responses due by 6/9/2019. (Attachments: # 1 Proposed Order # 2 Exhibit)(AUSBROOKS, MARY) (Entered: 05/10/2019)
05/23/2019	18 (3 pgs)	Objection to Confirmation of Plan . Filed By: NATALIE BROWN on behalf of BANK OF AMERICA, N.A.. The Hearing date is set for 7/15/2019 at 08:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. (BROWN, NATALIE) (Entered: 05/23/2019)
06/04/2019	19 (3 pgs)	Objection to Confirmation of Plan . The Hearing date is set for 7/15/2019 at 08:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. Certificate of

		Service Mailed on June 4, 2019. Filed on the behalf of: Creditor BANCORPSOUTH BANK (RE: related document(s)2). (SPORE, JERRY) (Entered: 06/04/2019)
06/05/2019	20 (2 pgs)	Notice of Withdrawal of *Debtor's Objection to Claim of The Internal Revenue Service (ECF Claim #1).* (Related Document(s): 17 Objection and Notice of Objection for Claim filed by Debtor Fawn [redacted] Fenton) Filed on the behalf of: Debtor Fawn [redacted] Fenton (RE: related document(s)17). (AUSBROOKS, MARY) (Entered: 06/05/2019)
06/05/2019	21 (3 pgs; 2 docs)	Amended Schedule(s) Schedule I. (Attachments: # 1 Notice of Amended Schedule I) Filed on the behalf of: Debtor Fawn [redacted] Fenton (AUSBROOKS, MARY) (Entered: 06/05/2019)
06/12/2019	22 (1 pg)	Submitted Order for Entry - Direct Pay Order *AMENDED* (RE: related document(s)11). (HILDEBRAND, HENRY) (Entered: 06/12/2019)
06/13/2019	23 (1 pg)	*Amended* Order for Direct Pay Re: First Debtor Signed on 6/13/2019. (ko) (Entered: 06/13/2019)
06/13/2019	24 (1 pg)	Motion to Dismiss for Failure to Confirm Plan. Hearing will be held on 7/15/2019 at 8:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. (RE: related document(s)2). (HILDEBRAND, HENRY) (Entered: 06/13/2019)
06/13/2019	25 (1 pg)	Objection to Confirmation of Plan and Trustee's Request for Hearing. Hearing will be held on 7/15/2019 at 8:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. (RE: related document(s)2). (HILDEBRAND, HENRY) (Entered: 06/13/2019)
06/13/2019	26 (2 pgs)	Exhibit to 341 Meeting of Creditors Record (HILDEBRAND, HENRY) (Entered: 06/13/2019)
06/15/2019	27 (2 pgs)	BNC Certificate of Notice. (RE: related document(s)23 Order for Direct Pay - BK Order) Notice Date 06/15/2019. (Admin.) (Entered: 06/16/2019)
07/15/2019	28	Order Continuing Hearing Re: (related document(s): 24 Dismiss for Failure to Confirm Plan - BK Motion filed by HENRY EDWARD HILDEBRAND) **Hearing has been rescheduled for 07/24/2019 at 08:30 AM in Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.** (ccm) (Entered: 07/15/2019)
07/15/2019	29	Order Continuing Hearing Re: (related document(s): 18 Objection to Confirmation of the Plan (Creditor) filed by BANK OF AMERICA, N.A.) **Hearing has been rescheduled for 07/24/2019 at 08:30 AM in Courtroom 1, 2nd Floor Customs House, 701**

		Broadway, Nashville, TN 37203. (ccm) (Entered: 07/15/2019)
07/15/2019	30	Order Continuing Hearing Re: (related document(s): 25 Objection to Confirmation of the Plan and Trustee's Request for Hearing - BK Motion filed by HENRY EDWARD HILDEBRAND) **Hearing has been rescheduled for 07/24/2019 at 08:30 AM in Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.** (ccm) (Entered: 07/15/2019)
07/15/2019	31	Order Continuing Hearing Re: (related document(s): 19 Objection to Confirmation of the Plan (Creditor) filed by BANCORPSOUTH BANK) **Hearing has been rescheduled for 07/24/2019 at 08:30 AM in Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.** (ccm) (Entered: 07/15/2019)
07/25/2019	32 (4 pgs)	Submitted Agreed Order *Resolving Objection to Confirmation by Bank of America* Filed on the behalf of: Trustee HENRY EDWARD HILDEBRAND III (RE: related document(s)18). (HILDEBRAND, HENRY) (Entered: 07/25/2019)
07/26/2019	33 (1 pg)	Submitted Order *Denying Trustee's Motion to Dismiss for Failure to Confirm Plan.* Filed on the behalf of: Debtor Fawn [redacted] Fenton (RE: related document(s)24). (AUSBROOKS, MARY) (Entered: 07/26/2019)
07/29/2019	34 (4 pgs)	*Agreed* Order Resolving *Objection to Confirmation by Bank of America* (RE: Related Doc#: 2, 18). Signed on 7/29/2019. (slw) (Entered: 07/29/2019)
07/29/2019	35 (1 pg)	Notice of Failure to file Financial Management Course Certificate and Potential Closure of Case without discharge. (RE: related document(s)12 Meeting of Creditors Chapter 13) (slw) (Entered: 07/29/2019)
07/29/2019	36 (1 pg)	Submitted Order for Entry - Direct Pay Order *AMENDED* (RE: related document(s)11). (HILDEBRAND, HENRY) (Entered: 07/29/2019)
07/30/2019	37 (7 pgs)	Submitted Order for Entry - Confirmation of Plan (RE: related document(s)2). (HILDEBRAND, HENRY) (Entered: 07/30/2019)
07/30/2019	38 (1 pg)	*Amended* Order for Direct Pay Re: First Debtor Signed on 7/30/2019. (slw) (Entered: 07/30/2019)
07/30/2019	39 (7 pgs)	Order Confirming Chapter 13 Plan for Debtor and addressing any related motions , and Request for Valuation of Security, and Request for Assumption of Executory Contracts and Unexpired Leases *Confirmed with Changes* (RE: Related Doc#: 2, , 18, 19, 25,). Signed on 7/30/2019. (slw) (Entered: 07/30/2019)

07/31/2019	40 (2 pgs)	BNC Certificate of Notice. (RE: related document(s)35 Notice of Failure to file Financial Management Course) Notice Date 07/31/2019. (Admin.) (Entered: 08/01/2019)
07/31/2019	41 (5 pgs)	BNC Certificate of Notice. (RE: related document(s)34 Agreed Order Resolving - SA Order) Notice Date 07/31/2019. (Admin.) (Entered: 08/01/2019)
08/01/2019	42 (1 pg)	Order Denying *Trustee's* Motion to Dismiss Case for Failure to Confirm Plan for Debtor Fawn [redacted] Fenton . (RE: Ref Doc # 24) BY THE COURT: Judge Charles M. Walker (slw) (Entered: 08/01/2019)
08/01/2019	43 (2 pgs)	BNC Certificate of Notice. (RE: related document(s)38 Order for Direct Pay - BK Order) Notice Date 08/01/2019. (Admin.) (Entered: 08/02/2019)
08/01/2019	44 (9 pgs)	BNC Certificate of Notice. (RE: related document(s)39 Order Confirming Chapter 13 Plan - BK Order (SA)) Notice Date 08/01/2019. (Admin.) (Entered: 08/02/2019)
08/03/2019	45 (3 pgs)	BNC Certificate of Notice. (RE: related document(s)42 Dismiss for Failure to Confirm Plan - BK Order) Notice Date 08/03/2019. (Admin.) (Entered: 08/04/2019)
08/07/2019	46	Receipt of Chapter 13 Filing Fee Installment - $75.00 by PM. Receipt Number 622488. (admin) (Entered: 08/07/2019)
08/07/2019	47	Receipt of Chapter 13 Filing Fee Installment - $235.00 by PM. Receipt Number 622489. (admin) (Entered: 08/07/2019)
08/16/2019	48 (1 pg)	Financial Management Course Certificate Filed for Debtor Filed on the behalf of: Trustee HENRY EDWARD HILDEBRAND III. (HILDEBRAND, HENRY) (Entered: 08/16/2019)
09/05/2019	49 (3 pgs)	Notice of Postpetition Mortgage Fees, Expenses, and Charges (Claim # 6) with Certificate of Service Filed by Creditor BANCORPSOUTH BANK Filed By: BANCORPSOUTH BANK. (MASSEY, KIM) (Entered: 09/05/2019)
09/18/2019	50 (3 pgs; 2 docs)	Transfer of Claim Transfer Agreement 3001 (e) 2 Transferor: Bank of America, N.A. (Claim No. 8) To Specialized Loan Servicing LLC Fee Amount is $25. Filed By: Specialized Loan Servicing LLC. (SURI, MUKTA) (Entered: 09/18/2019)
09/18/2019	51	Receipt of Transfer of Claim(3:19-bk-02693) [claims,trclm] (25.00). Receipt number 15781970. Fee amount $ 25.00. (re:Doc# 50) (U.S. Treasury) (Entered: 09/18/2019)

09/18/2019	52 (10 pgs; 5 docs)	Expedited Application and Notice to Employ Tommy Anderson of HDN Auction, LLC as Professional. *To Employ as Real Estate Agent and Approve Commission.* (Attachments: # 1 Affidavit # 2 Exhibit # 3 Exhibit # 4 Exhibit) Filed on the behalf of: Debtor Fawn [redacted] Fenton. (AUSBROOKS, MARY) (Entered: 09/18/2019)
09/18/2019	53 (1 pg)	Expedited Submitted Order *Setting Hearing on Debtor's Expedited Motion to Employ Real Estate Agent and Approve Commission.* Filed on the behalf of: Debtor Fawn [redacted] Fenton (RE: related document(s)52). (AUSBROOKS, MARY) (Entered: 09/18/2019)
09/18/2019	54 (5 pgs; 2 docs)	Expedited Motion and Notice to Sell Property Free and Clear of Liens under Section 363(f) - Property description: 1986 Sunnyside Drive, Brentwood, TN Fee Amount is $181.00. *And Personal Property.* (Attachments: # 1 Exhibit) Filed on the behalf of: Debtor Fawn [redacted] Fenton. (AUSBROOKS, MARY) (Entered: 09/18/2019)
09/18/2019	55 (1 pg)	Expedited Submitted Order *Setting Hearing on Debtor's Expedited Motion to Sell Real Estate and Personal Property.* Filed on the behalf of: Debtor Fawn [redacted] Fenton (RE: related document(s)54). (AUSBROOKS, MARY) (Entered: 09/18/2019)
09/18/2019	56	Receipt of Motion to Sell Property Free and Clear of Liens Under Section 363(f) - BK Motion(3:19-bk-02693) [motion,msellpro] (181.00). Receipt number 15783242. Fee amount $ 181.00. (re:Doc# 54) (U.S. Treasury) (Entered: 09/18/2019)
09/19/2019	57 (1 pg)	Order Setting Expedited Hearing *on Debtor's Motion to Employ Real Estate Agent Tommy Anderson of HDN Auction, LLC and Approve Commission* (RE: Related Doc#: 52). Hearing scheduled 9/25/2019 at 08:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. Signed on 9/19/2019. (slw) (Entered: 09/19/2019)
09/19/2019	58 (1 pg)	Order Setting Expedited Hearing *on Debtor's Motion to Sell Real Estate Located at 1986 Sunnyside Drive, Brentwood, TN and Personal Property* (RE: Related Doc#: 54). Hearing scheduled 9/25/2019 at 08:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. Signed on 9/19/2019. (slw) (Entered: 09/19/2019)
09/19/2019	59 (12 pgs; 7 docs)	Certificate of Service mailed on 9/19/2019 *on Expedited Motion to Employ Real Estate Agent and Approve Commission with Exhibits and Order Setting Hearing.* (Attachments: # 1 Signed Expd. Order setting Hearing # 2 Expd. Motion to Employ Real Estate Agent and Approve Commission # 3 Affidavit # 4 Exhibit # 5 Exhibit # 6 Exhibit) Filed on the behalf of: Debtor Fawn [redacted] Fenton (RE: related document(s)52, 53, 57). (AUSBROOKS, MARY)

		(Entered: 09/19/2019)
09/19/2019	60 (9 pgs; 4 docs)	Certificate of Service mailed on 9/19/2019 *on Expedited Motion to Sell Real Estate and Personal Property with Exhibit and Order Setting Hearing.* (Attachments: # 1 Signed Expd. Order Setting Hearing on Motion to Sell Real Estate # 2 Expd. Motion to Sell Real Estate and Personal Property # 3 Exhibit) Filed on the behalf of: Debtor Fawn [redacted] Fenton (RE: related document(s)54, 55, 58). (AUSBROOKS, MARY) (Entered: 09/19/2019)
09/20/2019	61 (2 pgs)	BNC Certificate of Notice. (RE: related document(s)50 Transfer of Claim) Notice Date 09/20/2019. (Admin.) (Entered: 09/20/2019)
09/21/2019	62 (2 pgs)	BNC Certificate of Notice. (RE: related document(s)57 Order Setting Expedited Hearing) Notice Date 09/21/2019. (Admin.) (Entered: 09/21/2019)
09/21/2019	63 (2 pgs)	BNC Certificate of Notice. (RE: related document(s)58 Order Setting Expedited Hearing) Notice Date 09/21/2019. (Admin.) (Entered: 09/21/2019)
09/27/2019	64 (2 pgs)	Expedited Submitted Order *Granting Motion to Sell Real Estate and Personal Property* Filed on the behalf of: Debtor Fawn [redacted] Fenton (RE: related document(s)54). (KOVAL, ALEXANDER) (Entered: 09/27/2019)
09/27/2019	65 (2 pgs)	Expedited Submitted Order *Granting Motion to Employ Real Estate Agent and Approve Commission* Filed on the behalf of: Debtor Fawn [redacted] Fenton (RE: related document(s)52). (KOVAL, ALEXANDER) (Entered: 09/27/2019)
09/27/2019	66 (2 pgs)	Order Granting *Debtor's Expedited* Motion to Sell Property Free and Clear of Liens under Section 363(f)*Personal Property and Real Property Located at 1986 Sunnyside Drive, Brentwood, TN* (RE: Ref Doc #54), BY THE COURT: Judge Charles M. Walker (slw) (Entered: 09/27/2019)
09/27/2019	67 (2 pgs)	Order Granting *Debtor's Expedited* Application to Employ *Real Estate Agent Tommy Anderson of HDN Auction, LLC and Approve Commission* (RE: Ref Doc #52), BY THE COURT: Judge Charles M. Walker (slw) (Entered: 09/27/2019)
09/27/2019	68	Employment of Professional - $200. I certify that I have met the requirements set forth in Administrative Order 18-1, paragraph two, and qualify for the No App Fee. In addition to the No App Fee, I am requesting enhanced compensation for a motion and order authorizing the retention of a realtor, auctioneer or other professional by the debtor relating to the sale of property or representing the interests of the estate in the amount of $200. The professional to be employed is . I further certify that payment of the fee will not impact the feasibility of the Chapter 13 plan, and

		that such additional fee shall be paid in accordance with the confirmed plan. Filed on the behalf of: Debtor Fawn [redacted] Fenton (RE: related document(s)52, 67). (AUSBROOKS, MARY) (Entered: 09/27/2019)
09/27/2019	69	Sale of Property - up to $300. I certify that I have met the requirements set forth in Administrative Order 18-1, paragraph two, and qualify for the No App Fee. In addition to the No App Fee, I am requesting enhanced compensation for a motion and order authorizing the sale of property and disposition of the proceeds, resulting in the closing of such sale and the filing of a report of sale (up to $300). I am seeking fees in the amount of $. I further certify that payment of the fee will not impact the feasibility of the Chapter 13 plan, and that such additional fee shall be paid in accordance with the confirmed plan. Filed on the behalf of: Debtor Fawn [redacted] Fenton (RE: related document(s)54, 66). (AUSBROOKS, MARY) (Entered: 09/27/2019)
09/29/2019	70 (3 pgs)	BNC Certificate of Notice. (RE: related document(s)66 Order on Motion to Sell Property Free and Clear of Liens under Section 363(f) - BK Order) Notice Date 09/29/2019. (Admin.) (Entered: 09/29/2019)
09/29/2019	71 (3 pgs)	BNC Certificate of Notice. (RE: related document(s)67 Application to Employ - BK Order) Notice Date 09/29/2019. (Admin.) (Entered: 09/29/2019)
11/22/2019	73 (5 pgs)	Trustee's Notice of Intent to Pay Claims (HILDEBRAND, HENRY) (Entered: 11/22/2019)
12/05/2019	74 (1 pg)	Notice Debtor's Converting Chapter 13 Case to Chapter 7 Fee Amount $25.00 Filed on the behalf of: Debtor Fawn [redacted] Fenton. (AUSBROOKS, MARY) (Entered: 12/05/2019)
12/05/2019	75 (52 pgs)	Conversion Statements and Schedules Schedules A-J, Filed on the behalf of: Debtor Fawn [redacted] Fenton (AUSBROOKS, MARY) (Entered: 12/05/2019)
12/05/2019	76 (9 pgs)	Chapter 7 Means Test Calculation Form 122A-2 Filed on the behalf of: Debtor Fawn [redacted] Fenton. (AUSBROOKS, MARY) (Entered: 12/05/2019)
12/05/2019	77	Receipt of Notice Debtor Converting Chapter 13 Case to Chapter 7 - BK Motion(3:19-bk-02693) [motion,ndcnv13] (25.00). Receipt number 15985834. Fee amount $ 25.00. (re:Doc# 74) (U.S. Treasury) (Entered: 12/05/2019)
12/06/2019		Case Converted. (RE: related document(s)74 Notice Debtor Converting Chapter 13 Case to Chapter 7 - BK Motion) (jmw) (Entered: 12/06/2019)

12/06/2019	78 (2 pgs)	Case Converted. Trustee HENRY EDWARD HILDEBRAND III removed from the case. Trustee JOHN C. MCLEMORE added to the case. Meeting of Creditors and Notice Appointment of Interim Trustee - Notice of 341 Meeting: JOHN C. MCLEMORE, is appointed Interim Trustee and designated to preside at the meeting of creditors unless the appointment is rejected within five days. Trustee is deemed covered under existing panel blanket bond until liquid assets exceed $720,000, Absent election of a Trustee pursuant to 11 U.S.C. Section 341(a), Interim Trustee shall serve Trustee without further appointment or qualification under the same bond.. Meeting of Creditors to be held on 01/06/2020 at 01:00 PM at Customs House, 701 Broadway, Room 100, Nashville, TN 37203. Last day to oppose discharge is 3/6/2020. Last day to File Complaint to Determine Dischargeability of Certain Debts is 3/6/2020. (RE: related document(s)74 Notice Debtor Converting Chapter 13 Case to Chapter 7 - BK Motion) (jmw) (Entered: 12/06/2019)
12/06/2019	79 (1 pg)	Submitted Order for Entry - Stopping Payroll Deduction Order (RE: related document(s)11). (HILDEBRAND, HENRY) (Entered: 12/06/2019)
12/08/2019	80 (4 pgs)	BNC Certificate of Notice. (RE: related document(s)78 Convert Case) Notice Date 12/08/2019. (Admin.) (Entered: 12/09/2019)
12/09/2019	81 (1 pg)	Order Stopping Direct Pay Order Re: First Debtor Signed on 12/9/2019. (slw) (Entered: 12/09/2019)
12/11/2019	82 (2 pgs)	BNC Certificate of Notice. (RE: related document(s)81 Order Stopping Direct Pay Order - BK Order) Notice Date 12/11/2019. (Admin.) (Entered: 12/12/2019)
01/03/2020	83 (3 pgs)	Chapter 13 Trustee's Final Report and Account . (HILDEBRAND, HENRY) (Entered: 01/03/2020)
01/07/2020	84	Meeting of Creditors Held as Scheduled. (MCLEMORE, JOHN) (Entered: 01/07/2020)
01/15/2020	85 (14 pgs; 3 docs)	Motion for Relief from Stay Fee Amount is $181.00 (Attachments: # 1 Exhibit "A" # 2 Proposed Order) Certificate of Service mailed on January 15, 2020. Filed on the behalf of: Creditor Toyota Motor Credit Corporation. (SPINA, PAUL) (Entered: 01/15/2020)
01/15/2020	86	Receipt of Motion for Relief From Stay - BK Motion(3:19-bk-02693) [motion,mrlfsty] (181.00). Receipt number 16082464. Fee amount $ 181.00. (re:Doc# 85) (U.S. Treasury) (Entered: 01/15/2020)

01/16/2020	87 (2 pgs)	Notice of Preliminary Hearing and Prehearing Order. Movant: TOYOTA MOTOR CREDIT CORP.. Respondent: FAWN [redacted] FENTON Hearing scheduled 2/4/2020 at 09:00 AM at Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. (RE: related document(s)85) (lel) (Entered: 01/16/2020)
01/16/2020	88 (1 pg)	As required by 11 U.S.C. Sec. 704(b)(1)(A), the United States Trustee has reviewed the materials filed by the debtor(s). Having considered these materials in reference to the criteria set forth in 11 U.S.C. Sec. 707(b)(2)(A), and, pursuant to 11 U.S.C. Sec. 704(b)(2), the United States Trustee has determined that:(1) the debtor's(s') case should be presumed to be an abuse under section 707(b); and (2) the product of the debtor's current monthly income, multiplied by 12, is not less than the requirements specified in section 704(b)(2)(A) or (B). As required by 11 U.S.C. Sec. 704(b)(2) the United States Trustee shall, not later than 30 days after the date of this Statement's filing, either file a motion to dismiss or convert under section 707(b) or file a statement setting forth the reasons the United States Trustee does not consider such a motion to be appropriate.Debtor(s) may rebut the presumption of abuse only if special circumstances can be demonstrated as set forth in 11 U.S.C. Sec. 707(b)(2)(B). (US TRUSTEE). (Entered: 01/16/2020)
01/17/2020	89 (15 pgs; 3 docs)	Amended Motion for Relief from Stay *to attach the Contract Correction Notice* (Attachments: # 1 Exhibit "A" # 2 Proposed Order) Certificate of Service mailed on January 17, 2020. Filed on the behalf of: Creditor Toyota Motor Credit Corporation (RE: related document(s)85). (SPINA, PAUL) (Entered: 01/17/2020)
01/17/2020	90 (2 pgs)	Submitted Agreed Order Filed on the behalf of: Creditor Ascend Federal Credit Union. (HALES, SHEARON) (Entered: 01/17/2020)
01/18/2020	91 (3 pgs)	BNC Certificate of Notice. (RE: related document(s)87 Notice of Preliminary Hearing) Notice Date 01/18/2020. (Admin.) (Entered: 01/18/2020)
01/19/2020	92 (3 pgs)	BNC Certificate of Notice. (RE: related document(s)88 UST Statement of Presumed Abuse) Notice Date 01/19/2020. (Admin.) (Entered: 01/19/2020)
01/21/2020	93 (2 pgs)	*Agreed* Order that Debt owed to Ascend Federal Credit Union is Non-Dischargeable -> Non-dischargeable in the amount of $2990.00 Signed on 1/21/2020. (slw) (Entered: 01/21/2020)
01/21/2020	94 (10 pgs; 2 docs)	Amended Schedule(s) Schedule A/BSchedule C. (Attachments: # 1 Notice of Amended Schedules A/B and C) Filed on the behalf of: Debtor Fawn [redacted] Fenton (AUSBROOKS, MARY) (Entered: 01/21/2020)

01/23/2020	95 (3 pgs)	BNC Certificate of Notice. (RE: related document(s)93 Order on Dischargeability of Debt - SA Order) Notice Date 01/23/2020. (Admin.) (Entered: 01/24/2020)
02/03/2020	96 (1 pg)	Trustee's Notice of Assets & Request for Notice to Creditors Deadline to file Proof of Claim is 5/4/2020.. (MCLEMORE, JOHN) (Entered: 02/03/2020)
02/04/2020	97	Order Continuing Hearing Re: (related document(s): 85 Motion for Relief From Stay - BK Motion filed by Toyota Motor Credit Corporation, 87 Notice of Preliminary Hearing) **Hearing has been rescheduled for 03/03/2020 at 09:00 AM in Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.** (lel) (Entered: 02/04/2020)
02/06/2020	98 (3 pgs)	BNC Certificate of Notice. (RE: related document(s)96 Trustee's Notice of Assets) Notice Date 02/06/2020. (Admin.) (Entered: 02/07/2020)
02/10/2020	99 (6 pgs)	*Trustee's* Motion and Notice to Sell Property Free and Clear of Liens under Section 363(f) - Property description: Equity in 2017 Toyota Prius Fee Amount is $181.00. If timely response hearing will be held on 3/10/2020 at 09:00 AM at Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. Responses due by 3/2/2020. Certificate of Service mailed on 2/10/2020. Filed on the behalf of: Trustee JOHN C. MCLEMORE. (MCLEMORE, JOHN) (Entered: 02/10/2020)
02/13/2020	100	Statement of U.S. Trustee's Declination Pursuant to 11 U.S.C. Section 704(b)(2) *The United States Trustee declines to file a motion to dismiss under Section 707(b)(2). The income of the Debtor has decreased due to a change in employment. Therefore, the current net disposable income no longer raises the presumption of abuse.* (US TRUSTEE). (Entered: 02/13/2020)
02/26/2020	101 (1 pg)	Motion to Delay Discharge Re: to enter into a reaffirmation agreement with Toyota Motor Corporation Certificate of Service mailed on 2/26/2020. Filed on the behalf of: Debtor Fawn [redacted] Fenton. (AUSBROOKS, MARY) (Entered: 02/26/2020)
02/26/2020	102 (1 pg)	Submitted Order *Granting Debtor's Motion to Defer Entry of Discharge.* Filed on the behalf of: Debtor Fawn [redacted] Fenton (RE: related document(s)101). (AUSBROOKS, MARY) (Entered: 02/26/2020)
02/27/2020	103 (2 pgs)	Notice of Withdrawal of (Related Document(s): 89 Motion for Relief From Stay - BK Motion filed by Creditor Toyota Motor Credit Corporation) Filed on the behalf of: Creditor Toyota Motor Credit Corporation (RE: related document(s)89). (SPINA, PAUL) (Entered: 02/27/2020)

02/28/2020	104 (1 pg)	Order Granting *Debtor's* Motion to Delay Discharge *until 3/27/20 to enter a Reaffirmation Agreement with Toyota Motor Corporation* (RE: Ref Doc #101), BY THE COURT: Judge Charles M. Walker (slw) (Entered: 02/28/2020)
03/01/2020	105 (2 pgs)	BNC Certificate of Notice. (RE: related document(s)104 Order on Motion to Delay Discharge - BK Order) Notice Date 03/01/2020. (Admin.) (Entered: 03/02/2020)
03/03/2020	106 (1 pg)	Submitted Order *to Sell Property* Filed on the behalf of: Trustee JOHN C. MCLEMORE (RE: related document(s)99). (MCLEMORE, JOHN) (Entered: 03/03/2020)
03/03/2020	107 (1 pg)	Order Granting *Trustee's* Motion to Sell Property Free and Clear of Liens under Section 363(f)*as to Equity in a 2017 Toyota Prius* (RE: Ref Doc #99), BY THE COURT: Judge Charles M. Walker (slw) (Entered: 03/03/2020)
03/05/2020	108 (2 pgs)	BNC Certificate of Notice. (RE: related document(s)107 Order on Motion to Sell Property Free and Clear of Liens under Section 363(f) - BK Order) Notice Date 03/05/2020. (Admin.) (Entered: 03/06/2020)
03/19/2020	109 (4 pgs)	Trustee's Report of Sale *re: 2-10-2020 Motion to Sell*. (MCLEMORE, JOHN) (Entered: 03/19/2020)
03/26/2020	110 (1 pg)	Motion to Delay Discharge Re: Debtor needs Additional Time to enter into a reaffirmation agreement with Toyota Motor Corporation . Certificate of Service mailed on 3/26/2020. Filed on the behalf of: Debtor Fawn [redacted] Fenton. (AUSBROOKS, MARY) (Entered: 03/26/2020)
03/26/2020	111 (1 pg)	Submitted Order *Granting Debtor's Motion to Defer entry of Discharge.* Filed on the behalf of: Debtor Fawn [redacted] Fenton (RE: related document(s)110). (AUSBROOKS, MARY) (Entered: 03/26/2020)
03/27/2020	112 (1 pg)	Order Granting *Debtor's* Motion to Delay Discharge *to File a Reaffirmation Agreement with Toyota Motor Corporation until April 27, 2020* (RE: Ref Doc #110), BY THE COURT: Judge Charles M. Walker (slw) (Entered: 03/27/2020)
03/29/2020	113 (2 pgs)	BNC Certificate of Notice. (RE: related document(s)112 Order on Motion to Delay Discharge - BK Order) Notice Date 03/29/2020. (Admin.) (Entered: 03/29/2020)
04/13/2020	114 (8 pgs)	Reaffirmation Agreement Between Debtor and Toyota Motor Credit Corporation Filed on the behalf of: Creditor Toyota Motor Credit Corporation. (RAFFERTY, JOHN) (Entered: 04/13/2020)
04/15/2020	115 (2 pgs)	Order Discharging debtor. Signed on 4/15/2020. (slw) (Entered: 04/15/2020)

04/17/2020	116 (4 pgs)	BNC Certificate of Notice. (RE: related document(s)115 Order Discharging Debtor(s) - BK Order (SA)) Notice Date 04/17/2020. (Admin.) (Entered: 04/17/2020)
05/27/2020	117 (8 pgs)	*Trustee's* Motion and Notice to Disallow Claim(s)# 6,7,8 Filed by See Exhibit in the amount of $See Exhibit . Filed By: JOHN C. MCLEMORE on behalf of JOHN C. MCLEMORE. If timely response hearing will be held on 7/7/2020 at 09:00 AM at Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. Responses due by 6/26/2020. (MCLEMORE, JOHN) (Entered: 05/27/2020)
06/29/2020	118 (1 pg)	Submitted Order *Allowing and Disallowing Claims* Filed on the behalf of: Trustee JOHN C. MCLEMORE (RE: related document(s)117). (MCLEMORE, JOHN) (Entered: 06/29/2020)
06/30/2020	119 (1 pg)	Notice of Hearing on Motion and Notice to Disallow Claim - BK Motion- *Trustee's Motion and Notice to Disallow Claim(s)# 6,7,8 Filed by See Exhibit in the amount of $See Exhibit.* Hearing scheduled 7/14/2020 at 10:00 AM at Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. (RE: related document(s)117) (lel) (Entered: 06/30/2020)
07/02/2020	120 (3 pgs)	BNC Certificate of Notice. (RE: related document(s)119 Notice of Hearing) Notice Date 07/02/2020. (Admin.) (Entered: 07/03/2020)
07/21/2020	121 (8 pgs)	*Trustee's Amended* Motion and Notice to Disallow Claim(s)# 6,7,8 Filed by See Exhibit re: Claims 6, 7 and 8 in the amount of $See Exhibit re: Claims 6, 7 and 8 . Filed By: JOHN C. MCLEMORE on behalf of JOHN C. MCLEMORE. If timely response hearing will be held on 9/8/2020 at 10:00 AM via AT&T Conference Line using Call-In Number 1-888-363-4749 and Access Code 7250422#. Responses due by 8/20/2020. (MCLEMORE, JOHN) (Entered: 07/21/2020)
08/24/2020	122 (1 pg)	Submitted Order *Allowing and Disallowing Claims* Filed on the behalf of: Trustee JOHN C. MCLEMORE (RE: related document(s)121). (MCLEMORE, JOHN) (Entered: 08/24/2020)
08/27/2020	123 (1 pg)	Order Granting *Trustee's* Motion To Disallow Claims */Allowing Claims 1,2,3,4,5 and Disallowing Claims* 6,7,8 (RE: Ref Doc # 121) (Related Doc#: 117). BY THE COURT: Judge Charles M. Walker (slw) (Entered: 08/27/2020)
08/29/2020	124 (2 pgs)	BNC Certificate of Notice. (RE: related document(s)123 Order on Motion To Disallow Claims - BK Order) Notice Date 08/29/2020. (Admin.) (Entered: 08/29/2020)
09/03/2020	125 (1 pg)	Bill of Costs - JOHN C. MCLEMORE, TRUSTEE - $ 181.00 - MOTION TO SELL PROPERTY FREE & CLEAR OF LIENS UNDER SECTION 363(F) (Related document(s): 99) (dm) (Entered: 09/03/2020)

09/14/2020	126	Receipt of Motion to Sell 363 (f) Fee - $181.00 by KH. Receipt Number 625147. (admin) (Entered: 09/14/2020)
10/22/2020	127 (12 pgs)	Chapter 7 Trustee's Final Report, Application for Compensation and Application(s) for Compensation of Professionals (US TRUSTEE). (Entered: 10/22/2020)
10/22/2020	128 (3 pgs)	Summary of Trustee's Final Report and Application for Compensation. (US TRUSTEE). (Entered: 10/22/2020)
10/22/2020	129	The United States Trustee has reviewed the Chapter 7 Trustee's Final Report, Application for Compensation and Application(s) for Compensation of Professionals. (RE: related document(s)127). (US TRUSTEE). (Entered: 10/22/2020)
10/23/2020	130 (5 pgs)	Notice of Summary of Trustee's Final Report and Application for Compensation and Deadline to Object. If timely response hearing will be held on 12/1/2020 at 10:00 AM via AT&T Conference Line using Call-In Number 1-888-363-4749 and Access Code 7250422#. Responses due by 11/23/2020. (RE: related document(s)127 Trustee Final Report - Compensation - Proposed Distribution - BK Motion, 128 Summary of Trustee's Final Report., 129 UST Cert - TFR) (slw) (Entered: 10/23/2020)
10/23/2020	131 (1 pg)	Notice of Publication of Summary of Trustee's Final Report (RE: related document(s)130 Notice of Summary of Trustee's Final Report) (slw) (Entered: 10/23/2020)
10/25/2020	132 (4 pgs)	BNC Certificate of Notice. (RE: related document(s)131 Notice of Publication of Summary of Trustee's Final Report) Notice Date 10/25/2020. (Admin.) (Entered: 10/26/2020)
11/28/2020	133 (1 pg)	Submitted Order *Awarding Trustee Compensation and Expenses* Filed on the behalf of: Trustee JOHN C. MCLEMORE (RE: related document(s)127). (MCLEMORE, JOHN) (Entered: 11/28/2020)
11/30/2020	134 (1 pg)	Order Granting *Trustee's* Application for Compensation and Proposed Distribution for JOHN C. MCLEMORE, Trustee, Period: 12/6/2019 to 10/22/2020, Fees awarded: $1,100.00, Expenses awarded: $83.69; Awarded on 11/30/2020 (RE: Ref Doc #127) (Related Doc #130), BY THE COURT: Judge Charles M. Walker. (slw) (Entered: 11/30/2020)
12/02/2020	135 (3 pgs)	BNC Certificate of Notice. (RE: related document(s)134 Order on Trustee's Final Report - BK Order) Notice Date 12/02/2020. (Admin.) (Entered: 12/03/2020)
01/26/2021	136 (8 pgs)	Chapter 7 Trustee's Final Account, Certification the Estate Has Been Fully Administered and Application of Trustee to be Discharged. (US TRUSTEE). (Entered: 01/26/2021)
01/26/2021	137	The United States Trustee has reviewed the Chapter 7 Trustee's Final Account, Certification the Estate has been Fully Administered and

		Application of Trustee to be Discharged. The United States Trustee does not object to the relief requested. (RE: related document(s)136). (US TRUSTEE). (Entered: 01/26/2021)
03/01/2021	138	Final Decree Issued. Chapter 7 case is closed. The estate of the debtor(s) in this case has been fully administered. The Chapter 7 Trustee is discharged as trustee of this estate and any bond required is cancelled. Signed on 3/1/2021. (slw) (Entered: 03/01/2021)

PACER Service Center

Transaction Receipt

04/07/2021 14:06:25

PACER Login:	[redacted]	**Client Code:**	
Description:	Docket Report	**Search Criteria:**	3:19-bk-02693 Fil or Ent: filed Doc From: 0 Doc To: 99999999 Term: included Headers: included Format: html Page counts for documents: included
Billable Pages:	12	**Cost:**	1.20

Fill in this information to identify your case:

United States Bankruptcy Court for the:

MIDDLE DISTRICT OF TENNESSEE

Case number *(if known)* _____

Chapter you are filing under:

- ☐ Chapter 7
- ☐ Chapter 11
- ☐ Chapter 12
- ■ Chapter 13

☐ Check if this an amended filing

Official Form 101

Voluntary Petition for Individuals Filing for Bankruptcy

12/17

The bankruptcy forms use you and Debtor 1 to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a *joint case*—and in joint cases, these forms use you to ask for information from both debtors. For example, if a form asks, "Do you own a car," the answer would be yes if either debtor owns a car. When information is needed about the spouses separately, the form uses *Debtor 1* and *Debtor 2* to distinguish between them. In joint cases, one of the spouses must report information as *Debtor 1* and the other as *Debtor 2*. The same person must be *Debtor 1* in all of the forms.

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Identify Yourself

	About Debtor 1:	About Debtor 2 (Spouse Only in a Joint Case):
1. Your full name Write the name that is on your government-issued picture identification (for example, your driver's license or passport). Bring your picture identification to your meeting with the trustee.	**Fawn** First name [redacted] Middle name **Fenton** Last name and Suffix (Sr., Jr., II, III)	_____ First name _____ Middle name _____ Last name and Suffix (Sr., Jr., II, III)
2. All other names you have used in the last 8 years Include your married or maiden names.	**Fawn** [redacted] **Fawn** [redacted]	
3. Only the last 4 digits of your Social Security number or federal Individual Taxpayer Identification number (ITIN)	**xxx-xx-2065**	

Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)*

	About Debtor 1:	About Debtor 2 (Spouse Only in a Joint Case):
4. Any business names and Employer Identification Numbers (EIN) you have used in the last 8 years Include trade names and *doing business as* names	■ I have not used any business name or EINs. Business name(s) EINs	☐ I have not used any business name or EINs. Business name(s) EINs
5. Where you live	[redacted] **Brentwood, TN 37027** Number, Street, City, State & ZIP Code **Davidson** County **If your mailing address is different from the one above, fill it in here.** Note that the court will send any notices to you at this mailing address. Number, P.O. Box, Street, City, State & ZIP Code	**If Debtor 2 lives at a different address:** Number, Street, City, State & ZIP Code County **If Debtor 2's mailing address is different from yours, fill it in here.** Note that the court will send any notices to this mailing address. Number, P.O. Box, Street, City, State & ZIP Code
6. Why you are choosing *this district* to file for bankruptcy	*Check one:* ■ Over the last 180 days before filing this petition, I have lived in this district longer than in any other district. ☐ I have another reason. Explain. (See 28 U.S.C. § 1408.)	*Check one:* ☐ Over the last 180 days before filing this petition, I have lived in this district longer than in any other district. ☐ I have another reason. Explain. (See 28 U.S.C. § 1408.)

Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)* _____

Part 2: Tell the Court About Your Bankruptcy Case

7. The chapter of the Bankruptcy Code you are choosing to file under

Check one. (For a brief description of each, see *Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)).* Also, go to the top of page 1 and check the appropriate box.

- ☐ Chapter 7
- ☐ Chapter 11
- ☐ Chapter 12
- ■ Chapter 13

8. How you will pay the fee

- ☐ **I will pay the entire fee when I file my petition.** Please check with the clerk's office in your local court for more details about how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money order. If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with a pre-printed address.
- ■ **I need to pay the fee in installments.** If you choose this option, sign and attach the *Application for Individuals to Pay The Filing Fee in Installments* (Official Form 103A).
- ☐ **I request that my fee be waived** (You may request this option only if you are filing for Chapter 7. By law, a judge may, but is not required to, waive your fee, and may do so only if your income is less than 150% of the official poverty line that applies to your family size and you are unable to pay the fee in installments). If you choose this option, you must fill out the *Application to Have the Chapter 7 Filing Fee Waived* (Official Form 103B) and file it with your petition.

9. Have you filed for bankruptcy within the last 8 years?

- ■ No.
- ☐ Yes.

District _____ When _____ Case number _____
District _____ When _____ Case number _____
District _____ When _____ Case number _____

10. Are any bankruptcy cases pending or being filed by a spouse who is not filing this case with you, or by a business partner, or by an affiliate?

- ■ No
- ☐ Yes.

Debtor _____ Relationship to you _____
District _____ When _____ Case number, if known _____
Debtor _____ Relationship to you _____
District _____ When _____ Case number, if known _____

11. Do you rent your residence?

- ☐ No. Go to line 12.
- ■ Yes. Has your landlord obtained an eviction judgment against you?
  - ■ No. Go to line 12.
  - ☐ Yes. Fill out *Initial Statement About an Eviction Judgment Against You* (Form 101A) and file it with this bankruptcy petition.

Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)*

Part 3: Report About Any Businesses You Own as a Sole Proprietor

12. Are you a sole proprietor of any full- or part-time business?

A sole proprietorship is a business you operate as an individual, and is not a separate legal entity such as a corporation, partnership, or LLC.

If you have more than one sole proprietorship, use a separate sheet and attach it to this petition.

■ No. Go to Part 4.

☐ Yes. Name and location of business

Name of business, if any

Number, Street, City, State & ZIP Code

Check the appropriate box to describe your business:

☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
☐ None of the above

13. Are you filing under Chapter 11 of the Bankruptcy Code and are you a *small business debtor*?

For a definition of *small business debtor*, see 11 U.S.C. § 101(51D).

If you are filing under Chapter 11, the court must know whether you are a small business debtor so that it can set appropriate deadlines. If you indicate that you are a small business debtor, you must attach your most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. 1116(1)(B).

■ No. I am not filing under Chapter 11.

☐ No. I am filing under Chapter 11, but I am NOT a small business debtor according to the definition in the Bankruptcy Code.

☐ Yes. I am filing under Chapter 11 and I am a small business debtor according to the definition in the Bankruptcy Code.

Part 4: Report if You Own or Have Any Hazardous Property or Any Property That Needs Immediate Attention

14. Do you own or have any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety? Or do you own any property that needs immediate attention?

For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?

■ No.

☐ Yes.

What is the hazard?

If immediate attention is needed, why is it needed?

Where is the property?

Number, Street, City, State & Zip Code

Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)*

Part 5: Explain Your Efforts to Receive a Briefing About Credit Counseling

15. Tell the court whether you have received a briefing about credit counseling.

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

About Debtor 1:

You must check one:

■ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.**

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

☐ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.**

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

☐ **I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.**

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.
If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

☐ **I am not required to receive a briefing about credit counseling because of:**

☐ **Incapacity.**
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

☐ **Disability.**
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

☐ **Active duty.**
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver credit counseling with the court.

About Debtor 2 (Spouse Only in a Joint Case):

You must check one:

☐ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.**

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

☐ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.**

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

☐ **I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.**

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

☐ **I am not required to receive a briefing about credit counseling because of**:

☐ **Incapacity.**
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

☐ **Disability.**
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

☐ **Active duty.**
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)*

Part 6: Answer These Questions for Reporting Purposes

16. What kind of debts do you have?

16a. **Are your debts primarily consumer debts?** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

☐ No. Go to line 16b.

■ Yes. Go to line 17.

16b. **Are your debts primarily business debts?** *Business debts* are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment.

☐ No. Go to line 16c.

☐ Yes. Go to line 17.

16c. State the type of debts you owe that are not consumer debts or business debts

17. Are you filing under Chapter 7?

■ No. I am not filing under Chapter 7. Go to line 18.

Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available for distribution to unsecured creditors?

☐ Yes. I am filing under Chapter 7. Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available to distribute to unsecured creditors?

☐ No

☐ Yes

18. How many Creditors do you estimate that you owe?

■ 1-49
☐ 50-99
☐ 100-199
☐ 200-999
☐ 1,000-5,000
☐ 5001-10,000
☐ 10,001-25,000
☐ 25,001-50,000
☐ 50,001-100,000
☐ More than100,000

19. How much do you estimate your assets to be worth?

☐ $0 - $50,000
☐ $50,001 - $100,000
■ $100,001 - $500,000
☐ $500,001 - $1 million
☐ $1,000,001 - $10 million
☐ $10,000,001 - $50 million
☐ $50,000,001 - $100 million
☐ $100,000,001 - $500 million
☐ $500,000,001 - $1 billion
☐ $1,000,000,001 - $10 billion
☐ $10,000,000,001 - $50 billion
☐ More than $50 billion

20. How much do you estimate your liabilities to be?

☐ $0 - $50,000
☐ $50,001 - $100,000
■ $100,001 - $500,000
☐ $500,001 - $1 million
☐ $1,000,001 - $10 million
☐ $10,000,001 - $50 million
☐ $50,000,001 - $100 million
☐ $100,000,001 - $500 million
☐ $500,000,001 - $1 billion
☐ $1,000,000,001 - $10 billion
☐ $10,000,000,001 - $50 billion
☐ More than $50 billion

Part 7: Sign Below

For you

I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct.

If I have chosen to file under Chapter 7, I am aware that I may proceed, if eligible, under Chapter 7, 11,12, or 13 of title 11, United States Code. I understand the relief available under each chapter, and I choose to proceed under Chapter 7.

If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document, I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I understand making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

/s/ Fawn [redacted] Fenton
Fawn [redacted] Fenton
Signature of Debtor 1

Signature of Debtor 2

Executed on **April 26, 2019**
MM / DD / YYYY

Executed on
MM / DD / YYYY

Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)*

For your attorney, if you are represented by one

If you are not represented by an attorney, you do not need to file this page.

I, the attorney for the debtor(s) named in this petition, declare that I have informed the debtor(s) about eligibility to proceed under Chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each chapter for which the person is eligible. I also certify that I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) and, in a case in which § 707(b)(4)(D) applies, certify that I have no knowledge after an inquiry that the information in the schedules filed with the petition is incorrect.

/s/ Mary Beth Ausbrooks Date **April 26, 2019**
Signature of Attorney for Debtor MM / DD / YYYY

Mary Beth Ausbrooks
Printed name

Rothschild & Ausbrooks PLLC
Firm name

1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
Number, Street, City, State & ZIP Code

Contact phone **(615) 242-3996** Email address **notice@rothschildbklaw.com**

3463 TN
Bar number & State

Fill in this information to identify your case:

Debtor 1	**Fawn** [redacted]	**Fenton**	
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)	First Name	Middle Name	Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known) _____

☐ Check if this is an amended filing

Official Form 106Sum

Summary of Your Assets and Liabilities and Certain Statistical Information 12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Fill out all of your schedules first; then complete the information on this form. If you are filing amended schedules after you file your original forms, you must fill out a new *Summary* and check the box at the top of this page.

Part 1: Summarize Your Assets

		Your assets Value of what you own
1.	**Schedule A/B: Property** (Official Form 106A/B)	
	1a. Copy line 55, Total real estate, from Schedule A/B	$ 425,000.00
	1b. Copy line 62, Total personal property, from Schedule A/B	$ 33,108.50
	1c. Copy line 63, Total of all property on Schedule A/B	$ 458,108.50

Part 2: Summarize Your Liabilities

		Your liabilities Amount you owe
2.	*Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 106D)	
	2a. Copy the total you listed in Column A, *Amount of claim,* at the bottom of the last page of Part 1 of *Schedule D*	$ 306,750.19
3.	*Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 106E/F)	
	3a. Copy the total claims from Part 1 (priority unsecured claims) from line 6e of *Schedule E/F*	$ 0.00
	3b. Copy the total claims from Part 2 (nonpriority unsecured claims) from line 6j of *Schedule E/F*	$ 48,941.30
	Your total liabilities	$ 355,691.49

Part 3: Summarize Your Income and Expenses

4.	*Schedule I: Your Income* (Official Form 106I) Copy your combined monthly income from line 12 of *Schedule I*	$ 5,845.04
5.	*Schedule J: Your Expenses* (Official Form 106J) Copy your monthly expenses from line 22c of *Schedule J*	$ 3,025.00

Part 4: Answer These Questions for Administrative and Statistical Records

6. **Are you filing for bankruptcy under Chapters 7, 11, or 13?**
   - ☐ No. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.
   - ■ Yes
7. **What kind of debt do you have?**
   - ■ **Your debts are primarily consumer debts.** *Consumer debts* are those "incurred by an individual primarily for a personal, family, or household purpose." 11 U.S.C. § 101(8). Fill out lines 8-9g for statistical purposes. 28 U.S.C. § 159.
   - ☐ **Your debts are not primarily consumer debts**. You have nothing to report on this part of the form. *Check this box* and submit this form to the court with your other schedules.

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Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)*

8. **From the *Statement of Your Current Monthly Income*:** Copy your total current monthly income from Official Form 122A-1 Line 11; **OR**, Form 122B Line 11; **OR**, Form 122C-1 Line 14. $ **7,500.00**

9. **Copy the following special categories of claims from Part 4, line 6 of *Schedule E/F*:**

From Part 4 on *Schedule E/F*, copy the following:	**Total claim**
9a. Domestic support obligations (Copy line 6a.)	$ **0.00**
9b. Taxes and certain other debts you owe the government. (Copy line 6b.)	$ **0.00**
9c. Claims for death or personal injury while you were intoxicated. (Copy line 6c.)	$ **0.00**
9d. Student loans. (Copy line 6f.)	$ **0.00**
9e. Obligations arising out of a separation agreement or divorce that you did not report as priority claims. (Copy line 6g.)	$ **0.00**
9f. Debts to pension or profit-sharing plans, and other similar debts. (Copy line 6h.)	+$ **0.00**
9g. **Total.** Add lines 9a through 9f.	$ **0.00**

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Fill in this information to identify your case and this filing:

Debtor 1: Fawn [redacted] Fenton (First Name / Middle Name / Last Name)

Debtor 2 (Spouse, if filing): (First Name / Middle Name / Last Name)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number: _____

☐ Check if this is an amended filing

Official Form 106A/B
Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. **Do you own or have any legal or equitable interest in any residence, building, land, or similar property?**

☐ No. Go to Part 2.

■ Yes. Where is the property?

1.1

1986 Sunny Side Drive
Street address, if available, or other description

Brentwood | **TN** | **37027-0000**
City | State | ZIP Code

Williamson
County

What is the property? Check all that apply

■ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☐ Land
☐ Investment property
☐ Timeshare
☐ Other _____

Who has an interest in the property? Check one

☐ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
■ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property.*

Current value of the entire property?	Current value of the portion you own?
$425,000.00	$425,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.
Tenants by the Entireties

☐ **Check if this is community property** (see instructions)

Other information you wish to add about this item, such as local property identification number:
Separated Spouse is on Deed only

2. **Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>** $425,000.00

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases.*

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Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)*

3. **Cars, vans, trucks, tractors, sport utility vehicles, motorcycles**

☐ No
■ Yes

3.1 Make: **Toyota**
Model: **Prius**
Year: **2017**
Approximate mileage: **23,000**
Other information:
VIN: [redacted]

Who has an interest in the property? Check one
■ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ **Check if this is community property** (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property.*

Current value of the entire property?	Current value of the portion you own?
$16,375.00	**$16,375.00**

4. **Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories**
Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

■ No
☐ Yes

5 **Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>** **$16,375.00**

Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own? Do not deduct secured claims or exemptions.

6. **Household goods and furnishings**
Examples: Major appliances, furniture, linens, china, kitchenware
☐ No
■ Yes. Describe.....

Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items — **$1,500.00**

1986 Sunny Side Drive
Sofa, Entertainment Center, Lounge Chair, Patio Furniture, File Cabinets, Desk, Lamps, Misc. Household Items — **$500.00**

7. **Electronics**
Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games
☐ No
■ Yes. Describe.....

Cellphone, Laptop, TV, Tablet — **$1,000.00**

8. **Collectibles of value**
Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles
☐ No
■ Yes. Describe.....

Breyer Horses — **$900.00**

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Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)*

9. **Equipment for sports and hobbies**
Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

☐ No
■ Yes. Describe.....

Treadmill $1,000, Weight Set $200 located at 1986 Sunny Side Drive, Brentwood, TN	**$600.00**

10. **Firearms**
Examples: Pistols, rifles, shotguns, ammunition, and related equipment

☐ No
■ Yes. Describe.....

AR15, FN-FAL, Glock 23, Rugger SP101	**$2,700.00**

11. **Clothes**
Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

☐ No
■ Yes. Describe.....

Clothing/Shoes/Purse	**$500.00**

12. **Jewelry**
Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

☐ No
■ Yes. Describe.....

Wedding Ring $1500 and Costume jewelry	**$1,500.00**

13. **Non-farm animals**
Examples: Dogs, cats, birds, horses

☐ No
■ Yes. Describe.....

Dog, 2 Bunnies, Fish	**$0.00**

14. **Any other personal and household items you did not already list, including any health aids you did not list**

☐ No
■ Yes. Give specific information.....

Items in storage Books, Luggage, Pet Supplies, Christmas Decorations	**$1,000.00**
2 Aquarium located at 1986 Sunny Side Drive 2 Aquarium located at [redacted]	**$2,000.00**

15. **Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here** **$12,200.00**

Part 4: Describe Your Financial Assets

Do you own or have any legal or equitable interest in any of the following? **Current value of the portion you own?** Do not deduct secured claims or exemptions.

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Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)*

16. **Cash**
Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition
☐ No
■ Yes.....

	Cash	**$50.00**

17. **Deposits of money**
Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.
☐ No
■ Yes..... Institution name:

17.1.	**Checking**	**First Farmers & Merchants**	**$2,000.00**
17.2.	**Checking**	**Ascend Federal CU**	**$0.00**
17.3.	**Savings**	**First Farmers & Merchants**	**$800.00**
17.4.	**Savings**	**Ascend Federal CU**	**$150.00**

18. **Bonds, mutual funds, or publicly traded stocks**
Examples: Bond funds, investment accounts with brokerage firms, money market accounts
■ No
☐ Yes..... Institution or issuer name:

19. **Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture**
■ No
☐ Yes. Give specific information about them.....
Name of entity: % of ownership:

20. **Government and corporate bonds and other negotiable and non-negotiable instruments**
Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders.
Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.
■ No
☐ Yes. Give specific information about them
Issuer name:

21. **Retirement or pension accounts**
Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans
■ No
☐ Yes. List each account separately.
Type of account: Institution name:

22. **Security deposits and prepayments**
Your share of all unused deposits you have made so that you may continue service or use from a company
Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others
■ No
☐ Yes. ..... Institution name or individual:

23. **Annuities** (A contract for a periodic payment of money to you, either for life or for a number of years)
■ No
☐ Yes..... Issuer name and description.

24. **Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.**
26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

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Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)*

■ No
☐ Yes..... Institution name and description. Separately file the records of any interests.11 U.S.C. § 521(c):

25. **Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit**
■ No
☐ Yes. Give specific information about them...

26. **Patents, copyrights, trademarks, trade secrets, and other intellectual property**
Examples: Internet domain names, websites, proceeds from royalties and licensing agreements
■ No
☐ Yes. Give specific information about them...

27. **Licenses, franchises, and other general intangibles**
Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses
■ No
☐ Yes. Give specific information about them...

Money or property owed to you?		**Current value of the portion you own?** Do not deduct secured claims or exemptions.

28. **Tax refunds owed to you**
☐ No
■ Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

2017 Tax Refund	**Federal**	**$1,533.50**
2018 Tax Refund $2,158.00 $668.98 to Separated Spouse remainder used on living expenses	**Federal**	**$0.00**

29. **Family support**
Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement
■ No
☐ Yes. Give specific information.....

30. **Other amounts someone owes you**
Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else
■ No
☐ Yes. Give specific information..

31. **Interests in insurance policies**
Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance
■ No
☐ Yes. Name the insurance company of each policy and list its value.

Company name:	Beneficiary:	Surrender or refund value:

32. **Any interest in property that is due you from someone who has died**
If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.
■ No
☐ Yes. Give specific information..

33. **Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment**
Examples: Accidents, employment disputes, insurance claims, or rights to sue
■ No

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Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)* _____

☐ Yes. Describe each claim.....

34. **Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims**
■ No
☐ Yes. Describe each claim.....

35. **Any financial assets you did not already list**
■ No
☐ Yes. Give specific information..

36. **Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here** **$4,533.50**

Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

37. **Do you own or have any legal or equitable interest in any business-related property?**
■ No. Go to Part 6.
☐ Yes. Go to line 38.

Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.
If you own or have an interest in farmland, list it in Part 1.

46. **Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?**
■ No. Go to Part 7.
☐ Yes. Go to line 47.

Part 7: Describe All Property You Own or Have an Interest In That You Did Not List Above

53. **Do you have other property of any kind you did not already list?**
Examples: Season tickets, country club membership
■ No
☐ Yes. Give specific information.....

54. **Add the dollar value of all of your entries from Part 7. Write that number here** **$0.00**

Part 8: List the Totals of Each Part of this Form

55.	**Part 1: Total real estate, line 2**			**$425,000.00**
56.	**Part 2: Total vehicles, line 5**	**$16,375.00**		
57.	**Part 3: Total personal and household items, line 15**	**$12,200.00**		
58.	**Part 4: Total financial assets, line 36**	**$4,533.50**		
59.	**Part 5: Total business-related property, line 45**	**$0.00**		
60.	**Part 6: Total farm- and fishing-related property, line 52**	**$0.00**		
61.	**Part 7: Total other property not listed, line 54** +	**$0.00**		
62.	**Total personal property.** Add lines 56 through 61...	**$33,108.50**	Copy personal property total	**$33,108.50**
63.	**Total of all property on Schedule A/B.** Add line 55 + line 62			**$458,108.50**

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Fill in this information to identify your case:

Debtor 1	**Fawn** [redacted] **Fenton**		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)	First Name	Middle Name	Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known) _____

☐ Check if this is an amended filing

Official Form 106C

Schedule C: The Property You Claim as Exempt

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

Part 1: Identify the Property You Claim as Exempt

1. **Which set of exemptions are you claiming?** *Check one only, even if your spouse is filing with you.*

   ■ You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)

   ☐ You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. **For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.**

Brief description of the property and line on *Schedule A/B* that lists this property	Current value of the portion you own Copy the value from *Schedule A/B*	Amount of the exemption you claim *Check only one box for each exemption.*	Specific laws that allow exemption
2017 Toyota Prius 23,000 miles **VIN:** [redacted] Line from *Schedule A/B*: **3.1**	**$16,375.00**	■ **$3,775.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
AR15, FN-FAL, Glock 23, Rugger SP101 Line from *Schedule A/B*: **10.1**	**$2,700.00**	■ **$2,700.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Clothing/Shoes/Purse Line from *Schedule A/B*: **11.1**	**$500.00**	■ **100%** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-104**
Cash Line from *Schedule A/B*: **16.1**	**$50.00**	■ **$50.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Checking: First Farmers & Merchants Line from *Schedule A/B*: **17.1**	**$2,000.00**	■ **$2,000.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**

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Debtor 1 **Fawn [redacted] Fenton** Case number (if known) _____

Brief description of the property and line on *Schedule A/B* that lists this property	Current value of the portion you own Copy the value from *Schedule A/B*	Amount of the exemption you claim *Check only one box for each exemption.*	Specific laws that allow exemption
Savings: First Farmers & Merchants Line from *Schedule A/B*: **17.3**	**$800.00**	■ **$800.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Savings: Ascend Federal CU Line from *Schedule A/B*: **17.4**	**$150.00**	■ **$150.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Federal: 2017 Tax Refund Line from *Schedule A/B*: **28.1**	**$1,533.50**	■ **$525.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**

3. **Are you claiming a homestead exemption of more than $170,350?**
(Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.)

■ No

☐ Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?

☐ No

☐ Yes

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Fill in this information to identify your case:

Debtor 1: Fawn [redacted] Fenton (First Name / Middle Name / Last Name)

Debtor 2 (Spouse if, filing): (First Name / Middle Name / Last Name)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known):

☐ Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property 12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

☐ No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.

■ Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

	Column A: Amount of claim. Do not deduct the value of collateral.	Column B: Value of collateral that supports this claim	Column C: Unsecured portion if any
2.1 BanCorp South	$53,967.42	$425,000.00	$0.00

Creditor's Name: BanCorp South

Attn: Officer Manager or Agent
914 Murfreesboro Road
Franklin, TN 37067
Number, Street, City, State & Zip Code

Describe the property that secures the claim: 1986 Sunny Side Drive Brentwood, TN 37027 Williamson County Separated Spouse is on Deed only

As of the date you file, the claim is: Check all that apply.
☐ Contingent
☐ Unliquidated
☐ Disputed

Who owes the debt? Check one.
■ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ **Check if this claim relates to a community debt**

Nature of lien. Check all that apply.
☐ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
■ Other (including a right to offset) Home Equity Line of Credit

Date debt was incurred _____ **Last 4 digits of account number** _____

2.2 Bank of America, NA	$240,182.77	$425,000.00	$0.00

Creditor's Name: Bank of America, NA

Attn: Officer Manager or Agent
4909 Savarese Circle
Tampa, FL 33634
Number, Street, City, State & Zip Code

Describe the property that secures the claim: 1986 Sunny Side Drive Brentwood, TN 37027 Williamson County Separated Spouse is on Deed only

As of the date you file, the claim is: Check all that apply.
☐ Contingent
☐ Unliquidated
☐ Disputed

Who owes the debt? Check one.
■ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ **Check if this claim relates to a community debt**

Nature of lien. Check all that apply.
☐ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
■ Other (including a right to offset) First Mortgage

Date debt was incurred _____ **Last 4 digits of account number** _____

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Debtor 1 **Fawn [redacted] Fenton**
First Name Middle Name Last Name

Case number (if known) _____

2.3	Creditor's Name	Describe the property that secures the claim:	Column A	Column B	Column C
	Toyota Motor Credit Co. **Attn Officer Manager or Agent** **5005 N River Blvd. NE** **Cedar Rapids, IA** **52411-6634** Number, Street, City, State & Zip Code	**2017 Toyota Prius 23,000 miles** **VIN: [redacted]**	**$12,600.00**	**$16,375.00**	**$0.00**

As of the date you file, the claim is: Check all that apply.
- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Who owes the debt? Check one.
- ■ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ **Check if this claim relates to a community debt**

Nature of lien. Check all that apply.
- ☐ An agreement you made (such as mortgage or secured car loan)
- ☐ Statutory lien (such as tax lien, mechanic's lien)
- ☐ Judgment lien from a lawsuit
- ■ Other (including a right to offset) **PMSI**

Date debt was incurred **09/15/2016** **Last 4 digits of account number** _____

Add the dollar value of your entries in Column A on this page. Write that number here:	**$306,750.19**
If this is the last page of your form, add the dollar value totals from all pages. Write that number here:	**$306,750.19**

Part 2: List Others to Be Notified for a Debt That You Already Listed

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

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Fill in this information to identify your case:

Debtor 1 **Fawn [redacted] Fenton**
First Name Middle Name Last Name

Debtor 2 (Spouse if, filing)
First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known)

☐ Check if this is an amended filing

Official Form 106E/F
Schedule E/F: Creditors Who Have Unsecured Claims 12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY claims and Part 2 for creditors with NONPRIORITY claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Property (Official Form 106A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G). Do not include any creditors with partially secured claims that are listed in Schedule D: Creditors Who Have Claims Secured by Property. If more space is needed, copy the Part you need, fill it out, number the entries in the boxes on the left. Attach the Continuation Page to this page. If you have no information to report in a Part, do not file that Part. On the top of any additional pages, write your name and case number (if known).

Part 1: List All of Your PRIORITY Unsecured Claims

1. **Do any creditors have priority unsecured claims against you?**
   - ☐ No. Go to Part 2.
   - ■ Yes.
2. **List all of your priority unsecured claims.** If a creditor has more than one priority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. If a claim has both priority and nonpriority amounts, list that claim here and show both priority and nonpriority amounts. As much as possible, list the claims in alphabetical order according to the creditor's name. If you have more than two priority unsecured claims, fill out the Continuation Page of Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3.

   (For an explanation of each type of claim, see the instructions for this form in the instruction booklet.)

		Total claim	Priority amount	Nonpriority amount
2.1	**IRS Insolvency** (Priority Creditor's Name) **Attn: Officer Manager or Agent** **PO Box 7346** **Philadelphia, PA 19101-7346** (Number Street City State Zip Code) **Who incurred the debt?** Check one. ■ Debtor 1 only ☐ Debtor 2 only ☐ Debtor 1 and Debtor 2 only ☐ At least one of the debtors and another ☐ **Check if this claim is for a community debt** **Is the claim subject to offset?** ■ No ☐ Yes	**Last 4 digits of account number** _____ **When was the debt incurred?** _____ **As of the date you file, the claim is:** Check all that apply ☐ Contingent ☐ Unliquidated ☐ Disputed **Type of PRIORITY unsecured claim:** ☐ Domestic support obligations ■ Taxes and certain other debts you owe the government ☐ Claims for death or personal injury while you were intoxicated ☐ Other. Specify _____ **Notice**	$0.00	$0.00	$0.00

Part 2: List All of Your NONPRIORITY Unsecured Claims

3. **Do any creditors have nonpriority unsecured claims against you?**
   - ☐ No. You have nothing to report in this part. Submit this form to the court with your other schedules.
   - ■ Yes.
4. **List all of your nonpriority unsecured claims in the alphabetical order of the creditor who holds each claim.** If a creditor has more than one nonpriority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. Do not list claims already included in Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3.If you have more than three nonpriority unsecured claims fill out the Continuation Page of Part 2.

Total claim

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Debtor 1 **Fawn [redacted] Fenton** Case number (if known) _____

4.1 **American Express**
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 981537
El Paso, TX 79998
Number Street City State Zip Code

Who incurred the debt? Check one.
- ■ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ **Check if this claim is for a community debt**

Is the claim subject to offset?
- ■ No
- ☐ Yes

Last 4 digits of account number _____ **$9,518.02**

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply
- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:
- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ■ Other. Specify **Credit Card**

4.2 **Ascend Federal Credit Union**
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 1210
Tullahoma, TN 37388
Number Street City State Zip Code

Who incurred the debt? Check one.
- ■ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ **Check if this claim is for a community debt**

Is the claim subject to offset?
- ■ No
- ☐ Yes

Last 4 digits of account number _____ **$17,811.23**

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply
- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:
- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ■ Other. Specify **Credit Card**

4.3 **Bank of America**
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 982238
El Paso, TX 79998
Number Street City State Zip Code

Who incurred the debt? Check one.
- ■ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ **Check if this claim is for a community debt**

Is the claim subject to offset?
- ■ No
- ☐ Yes

Last 4 digits of account number _____ **$11,793.22**

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply
- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:
- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ■ Other. Specify **Credit Card**

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Debtor 1 **Fawn [redacted] Fenton** Case number (if known) _____

4.4 **Capital One Bank USA NA**
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 30281
Salt Lake City, UT 84130-0281
Number Street City State Zip Code

Last 4 digits of account number _____ **$9,818.83**

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply

Who incurred the debt? Check one.

- ■ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ **Check if this claim is for a community debt**

Is the claim subject to offset?

- ■ No
- ☐ Yes

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ■ Other. Specify **Flexible Spending Account**

4.5 **Chase Card**
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 15298
Wilmington, DE 19850
Number Street City State Zip Code

Last 4 digits of account number _____ **$0.00**

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply

Who incurred the debt? Check one.

- ■ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ **Check if this claim is for a community debt**

Is the claim subject to offset?

- ■ No
- ☐ Yes

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ■ Other. Specify **Notice**

Part 3: List Others to Be Notified About a Debt That You Already Listed

5. Use this page only if you have others to be notified about your bankruptcy, for a debt that you already listed in Parts 1 or 2. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the original creditor in Parts 1 or 2, then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Parts 1 or 2, list the additional creditors here. If you do not have additional persons to be notified for any debts in Parts 1 or 2, do not fill out or submit this page.

Name and Address
IRS Insolvency
801 Broadway Room 285
MDP 146
Nashville, TN 37203

On which entry in Part 1 or Part 2 did you list the original creditor?
Line **2.1** of (*Check one*):

- ■ Part 1: Creditors with Priority Unsecured Claims
- ☐ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address
US Attorney General
US Department of Justice
950 Pennsylvania Avenue
Washington, DC 20530

On which entry in Part 1 or Part 2 did you list the original creditor?
Line **2.1** of (*Check one*):

- ■ Part 1: Creditors with Priority Unsecured Claims
- ☐ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Part 4: Add the Amounts for Each Type of Unsecured Claim

6. Total the amounts of certain types of unsecured claims. This information is for statistical reporting purposes only. 28 U.S.C. §159. Add the amounts for each type of unsecured claim.

		Total Claim
6a.	**Domestic support obligations**	6a. $ **0.00**
Total		

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Debtor 1 **Fawn [redacted] Fenton** Case number (if known) _____

claims from Part 1	6b.	**Taxes and certain other debts you owe the government**	6b.	$	0.00
	6c.	**Claims for death or personal injury while you were intoxicated**	6c.	$	0.00
	6d.	**Other.** Add all other priority unsecured claims. Write that amount here.	6d.	$	0.00
	6e.	**Total Priority.** Add lines 6a through 6d.	6e.	$	0.00
					Total Claim
	6f.	**Student loans**	6f.	$	0.00
Total claims from Part 2	6g.	**Obligations arising out of a separation agreement or divorce that you did not report as priority claims**	6g.	$	0.00
	6h.	**Debts to pension or profit-sharing plans, and other similar debts**	6h.	$	0.00
	6i.	**Other.** Add all other nonpriority unsecured claims. Write that amount here.	6i.	$	48,941.30
	6j.	**Total Nonpriority.** Add lines 6f through 6i.	6j.	$	48,941.30

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Fill in this information to identify your case:

Debtor 1	**Fawn [redacted] Fenton**		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)	First Name	Middle Name	Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known) _____

☐ Check if this is an amended filing

Official Form 106G
Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the additional page, fill it out, number the entries, and attach it to this page. On the top of any additional pages, write your name and case number (if known).

1. **Do you have any executory contracts or unexpired leases?**
   - ☐ No. Check this box and file this form with the court with your other schedules. You have nothing else to report on this form.
   - ■ Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B:Property* (Official Form 106 A/B).

2. **List separately each person or company with whom you have the contract or lease. Then state what each contract or lease is for (for example, rent, vehicle lease, cell phone).** See the instructions for this form in the instruction booklet for more examples of executory contracts and unexpired leases.

	Person or company with whom you have the contract or lease Name, Number, Street, City, State and ZIP Code	**State what the contract or lease is for**
2.1	[redacted] **c/o Brookside Properties, Inc.** **2002 Richard Jones Road, Suite 200-C** **Nashville, TN 37215**	**Assume Residential Lease** **Ends 08/2020**

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Fill in this information to identify your case:

Debtor 1 **Fawn [redacted] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number
(if known)

☐ Check if this is an amended filing

Official Form 106H
Schedule H: Your Codebtors

12/15

Codebtors are people or entities who are also liable for any debts you may have. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, and number the entries in the boxes on the left. Attach the Additional Page to this page. On the top of any Additional Pages, write your name and case number (if known). Answer every question.

1. Do you have any codebtors? (If you are filing a joint case, do not list either spouse as a codebtor.

■ No
☐ Yes

2. Within the last 8 years, have you lived in a community property state or territory? (*Community property states and territories* include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, and Wisconsin.)

■ No. Go to line 3.
☐ Yes. Did your spouse, former spouse, or legal equivalent live with you at the time?

3. In Column 1, list all of your codebtors. Do not include your spouse as a codebtor if your spouse is filing with you. List the person shown in line 2 again as a codebtor only if that person is a guarantor or cosigner. Make sure you have listed the creditor on Schedule D (Official Form 106D), Schedule E/F (Official Form 106E/F), or Schedule G (Official Form 106G). Use Schedule D, Schedule E/F, or Schedule G to fill out Column 2.

	Column 1: **Your codebtor** Name, Number, Street, City, State and ZIP Code	*Column 2:* **The creditor to whom you owe the debt** Check all schedules that apply:
3.1	Name Number Street City State ZIP Code	☐ Schedule D, line _____ ☐ Schedule E/F, line _____ ☐ Schedule G, line _____
3.2	Name Number Street City State ZIP Code	☐ Schedule D, line _____ ☐ Schedule E/F, line _____ ☐ Schedule G, line _____

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Fill in this information to identify your case:

Debtor 1 **Fawn [redacted] Fenton**

Debtor 2 (Spouse, if filing)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (If known)

Check if this is:
- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 income as of the following date:

MM / DD/ YYYY

Official Form 106I

Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. **Fill in your employment information.**

   If you have more than one job, attach a separate page with information about additional employers.

   Include part-time, seasonal, or self-employed work.

   Occupation may include student or homemaker, if it applies.

	Debtor 1	Debtor 2 or non-filing spouse
Employment status	■ Employed ☐ Not employed	☐ Employed ☐ Not employed
Occupation	**Architect**	
Employer's name	**Adkisson & Associates, Architects, Inc.**	
Employer's address	**3322 West End Ave. Suite 103 Nashville, TN 37203**	
How long employed there?	**August 2006**	

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write $0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

			For Debtor 1	For Debtor 2 or non-filing spouse
2.	**List monthly gross wages, salary, and commissions** (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	2.	$ **7,500.00**	$ **N/A**
3.	**Estimate and list monthly overtime pay.**	3.	+$ **0.00**	+$ **N/A**
4.	**Calculate gross Income.** Add line 2 + line 3.	4.	$ **7,500.00**	$ **N/A**

Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) _____

			For Debtor 1	For Debtor 2 or non-filing spouse
	Copy line 4 here	4.	$ 7,500.00	$ N/A
5.	**List all payroll deductions:**			
5a.	**Tax, Medicare, and Social Security deductions**	5a.	$ 1,654.96	$ N/A
5b.	**Mandatory contributions for retirement plans**	5b.	$ 0.00	$ N/A
5c.	**Voluntary contributions for retirement plans**	5c.	$ 0.00	$ N/A
5d.	**Required repayments of retirement fund loans**	5d.	$ 0.00	$ N/A
5e.	**Insurance**	5e.	$ 0.00	$ N/A
5f.	**Domestic support obligations**	5f.	$ 0.00	$ N/A
5g.	**Union dues**	5g.	$ 0.00	$ N/A
5h.	**Other deductions.** Specify: _____	5h.+	$ 0.00 +	$ N/A
6.	**Add the payroll deductions.** Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6.	$ 1,654.96	$ N/A
7.	**Calculate total monthly take-home pay.** Subtract line 6 from line 4.	7.	$ 5,845.04	$ N/A
8.	**List all other income regularly received:**			
8a.	**Net income from rental property and from operating a business, profession, or farm** Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a.	$ 0.00	$ N/A
8b.	**Interest and dividends**	8b.	$ 0.00	$ N/A
8c.	**Family support payments that you, a non-filing spouse, or a dependent regularly receive** Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c.	$ 0.00	$ N/A
8d.	**Unemployment compensation**	8d.	$ 0.00	$ N/A
8e.	**Social Security**	8e.	$ 0.00	$ N/A
8f.	**Other government assistance that you regularly receive** Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: _____	8f.	$ 0.00	$ N/A
8g.	**Pension or retirement income**	8g.	$ 0.00	$ N/A
8h.	**Other monthly income.** Specify: _____	8h.+	$ 0.00 +	$ N/A
9.	**Add all other income.** Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9.	$ 0.00	$ N/A
10.	**Calculate monthly income.** Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10.	$ 5,845.04 + $ N/A =	$ 5,845.04

11. **State all other regular contributions to the expenses that you list in *Schedule J.*** Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in *Schedule J.* Specify: _____ 11. +$ 0.00

12. **Add the amount in the last column of line 10 to the amount in line 11.** The result is the combined monthly income. Write that amount on the *Summary of Schedules* and *Statistical Summary of Certain Liabilities* and Related *Data,* if it applies 12. $ 5,845.04 **Combined monthly income**

13. **Do you expect an increase or decrease within the year after you file this form?**
■ No.
☐ Yes. Explain: _____

Fill in this information to identify your case:

Debtor 1 **Fawn [redacted] Fenton**

Debtor 2 (Spouse, if filing)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (If known)

Check if this is:
- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

Official Form 106J

Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Your Household

1. **Is this a joint case?**
   - ■ No. Go to line 2.
   - ☐ Yes. **Does Debtor 2 live in a separate household?**
     - ☐ No
     - ☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household* of Debtor 2.

2. **Do you have dependents?** ■ No

   Do not list Debtor 1 and Debtor 2. ☐ Yes. Fill out this information for each dependent.....

   Do not state the dependents names.

Dependent's relationship to Debtor 1 or Debtor 2	Dependent's age	Does dependent live with you?
		☐ No ☐ Yes
		☐ No ☐ Yes
		☐ No ☐ Yes
		☐ No ☐ Yes

3. **Do your expenses include expenses of people other than yourself and your dependents?** ■ No ☐ Yes

Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

		Your expenses
4.	**The rental or home ownership expenses for your residence.** Include first mortgage payments and any rent for the ground or lot.	4. $ 1,229.00
	If not included in line 4:	
4a.	Real estate taxes	4a. $ 0.00
4b.	Property, homeowner's, or renter's insurance	4b. $ 15.00
4c.	Home maintenance, repair, and upkeep expenses	4c. $ 0.00
4d.	Homeowner's association or condominium dues	4d. $ 0.00
5.	**Additional mortgage payments for your residence,** such as home equity loans	5. $ 0.00

Debtor 1 **Fawn [redacted] Fenton** Case number (if known)

6.	**Utilities:**		
	6a. Electricity, heat, natural gas	6a. $	90.00
	6b. Water, sewer, garbage collection	6b. $	0.00
	6c. Telephone, cell phone, Internet, satellite, and cable services	6c. $	100.00
	6d. Other. Specify:	6d. $	0.00
7.	**Food and housekeeping supplies**	7. $	500.00
8.	**Childcare and children's education costs**	8. $	0.00
9.	**Clothing, laundry, and dry cleaning**	9. $	89.00
10.	**Personal care products and services**	10. $	50.00
11.	**Medical and dental expenses**	11. $	10.00
12.	**Transportation.** Include gas, maintenance, bus or train fare. Do not include car payments.	12. $	150.00
13.	**Entertainment, clubs, recreation, newspapers, magazines, and books**	13. $	50.00
14.	**Charitable contributions and religious donations**	14. $	25.00
15.	**Insurance.** Do not include insurance deducted from your pay or included in lines 4 or 20.		
	15a. Life insurance	15a. $	0.00
	15b. Health insurance	15b. $	0.00
	15c. Vehicle insurance	15c. $	200.00
	15d. Other insurance. Specify:	15d. $	0.00
16.	**Taxes.** Do not include taxes deducted from your pay or included in lines 4 or 20. Specify:	16. $	0.00
17.	**Installment or lease payments:**		
	17a. Car payments for Vehicle 1	17a. $	0.00
	17b. Car payments for Vehicle 2	17b. $	0.00
	17c. Other. Specify: Storage	17c. $	117.00
	17d. Other. Specify:	17d. $	0.00
18.	**Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, *Schedule I, Your Income* (Official Form 106I).**	18. $	0.00
19.	**Other payments you make to support others who do not live with you.** Specify:	19. $	0.00
20.	**Other real property expenses not included in lines 4 or 5 of this form or on *Schedule I: Your Income*.**		
	20a. Mortgages on other property	20a. $	0.00
	20b. Real estate taxes	20b. $	0.00
	20c. Property, homeowner's, or renter's insurance	20c. $	0.00
	20d. Maintenance, repair, and upkeep expenses	20d. $	0.00
	20e. Homeowner's association or condominium dues	20e. $	0.00
21.	**Other:** Specify: Pet Supplies - 1 Dog & 2 Bunnies & Fish	21. +$	400.00
22.	**Calculate your monthly expenses**		
	22a. Add lines 4 through 21.	$	3,025.00
	22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2	$	
	22c. Add line 22a and 22b. The result is your monthly expenses.	$	3,025.00
23.	**Calculate your monthly net income.**		
	23a. Copy line 12 *(your combined monthly income)* from Schedule I.	23a. $	5,845.04
	23b. Copy your monthly expenses from line 22c above.	23b. -$	3,025.00
	23c. Subtract your monthly expenses from your monthly income. The result is your *monthly net income*.	23c. $	2,820.04

24. **Do you expect an increase or decrease in your expenses within the year after you file this form?**
For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?

■ No.
☐ Yes. Explain here:

Fill in this information to identify your case:

Debtor 1	**Fawn [redacted] Fenton**		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	MIDDLE DISTRICT OF TENNESSEE		
Case number (if known)			

☐ Check if this is an amended filing

Official Form 106Dec

Declaration About an Individual Debtor's Schedules

12/15

If two married people are filing together, both are equally responsible for supplying correct information.

You must file this form whenever you file bankruptcy schedules or amended schedules. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

[redacted] Sign Below

Did you pay or agree to pay someone who is NOT an attorney to help you fill out bankruptcy forms?

■ No

☐ Yes. Name of person _____ Attach *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119)

Under penalty of perjury, I declare that I have read the summary and schedules filed with this declaration and that they are true and correct.

X **/s/ Fawn [redacted] Fenton**
Fawn [redacted] Fenton
Signature of Debtor 1

Date **April 26, 2019**

X _____
Signature of Debtor 2

Date _____

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Fill in this information to identify your case:

Debtor 1	**Fawn** [redacted]	**Fenton**	
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)	First Name	Middle Name	Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known) _____

☐ Check if this is an amended filing

Official Form 107

Statement of Financial Affairs for Individuals Filing for Bankruptcy 4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Give Details About Your Marital Status and Where You Lived Before

1. What is your current marital status?

- ■ Married
- ☐ Not married

2. During the last 3 years, have you lived anywhere other than where you live now?

- ☐ No
- ■ Yes. List all of the places you lived in the last 3 years. Do not include where you live now.

Debtor 1 Prior Address:	Dates Debtor 1 lived there	Debtor 2 Prior Address:	Dates Debtor 2 lived there
1986 Sunny Side Drive Brentwood, TN 37027	From-To: **May 2011 - April 2018**	☐ Same as Debtor 1	☐ Same as Debtor 1 From-To:

3. Within the last 8 years, did you ever live with a spouse or legal equivalent in a community property state or territory? (*Community property states and territories* include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington and Wisconsin.)

- ■ No
- ☐ Yes. Make sure you fill out *Schedule H: Your Codebtors* (Official Form 106H).

Part 2 Explain the Sources of Your Income

4. Did you have any income from employment or from operating a business during this year or the two previous calendar years?
Fill in the total amount of income you received from all jobs and all businesses, including part-time activities.
If you are filing a joint case and you have income that you receive together, list it only once under Debtor 1.

- ☐ No
- ■ Yes. Fill in the details.

	Debtor 1 Sources of income Check all that apply.	Gross income (before deductions and exclusions)	Debtor 2 Sources of income Check all that apply.	Gross income (before deductions and exclusions)
From January 1 of current year until the date you filed for bankruptcy:	■ Wages, commissions, bonuses, tips	**$26,250.00**	☐ Wages, commissions, bonuses, tips	
	☐ Operating a business		☐ Operating a business	

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) _____

	Debtor 1 Sources of income Check all that apply.	Gross income (before deductions and exclusions)	Debtor 2 Sources of income Check all that apply.	Gross income (before deductions and exclusions)
For last calendar year: (January 1 to December 31, 2018)	■ Wages, commissions, bonuses, tips ☐ Operating a business	**$93,108.00**	☐ Wages, commissions, bonuses, tips ☐ Operating a business	
For the calendar year before that: (January 1 to December 31, 2017)	■ Wages, commissions, bonuses, tips ☐ Operating a business	**$93,677.00**	☐ Wages, commissions, bonuses, tips ☐ Operating a business	

5. **Did you receive any other income during this year or the two previous calendar years?**
Include income regardless of whether that income is taxable. Examples of *other income* are alimony; child support; Social Security, unemployment, and other public benefit payments; pensions; rental income; interest; dividends; money collected from lawsuits; royalties; and gambling and lottery winnings. If you are filing a joint case and you have income that you received together, list it only once under Debtor 1.

List each source and the gross income from each source separately. Do not include income that you listed in line 4.

■ No
☐ Yes. Fill in the details.

	Debtor 1 Sources of income Describe below.	Gross income from each source (before deductions and exclusions)	Debtor 2 Sources of income Describe below.	Gross income (before deductions and exclusions)

Part 3: List Certain Payments You Made Before You Filed for Bankruptcy

6. **Are either Debtor 1's or Debtor 2's debts primarily consumer debts?**

☐ No. **Neither Debtor 1 nor Debtor 2 has primarily consumer debts.** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of $6,825* or more?

☐ No. Go to line 7.
☐ Yes List below each creditor to whom you paid a total of $6,825* or more in one or more payments and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

* Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.

■ Yes. **Debtor 1 or Debtor 2 or both have primarily consumer debts.**
During the 90 days before you filed for bankruptcy, did you pay any creditor a total of $600 or more?

☐ No. Go to line 7.
■ Yes List below each creditor to whom you paid a total of $600 or more and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for ...
Toyota Motor Credit Co. Attn Officer Manager or Agent 5005 N River Blvd. NE Cedar Rapids, IA 52411-6634	**$300.00 Monthly Jan, Feb, March, April**	**$1,200.00**	**$12,600.00**	☐ Mortgage ■ Car ☐ Credit Card ☐ Loan Repayment ☐ Suppliers or vendors ☐ Other__

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) _____

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for ...
Bank of America, NA **Attn: Officer Manager or Agent** **4909 Savarese Circle** **Tampa, FL 33634**	**$1,804.78** **Jan, Feb, March, April**	**$7,219.12**	**$240,182.77**	■ Mortgage ☐ Car ☐ Credit Card ☐ Loan Repayment ☐ Suppliers or vendors ☐ Other__
BanCorp South **Attn: Officer Manager or Agent** **914 Murfreesboro Road** **Franklin, TN 37067**	**Jan $263.56** **Feb $275.01** **March $275.01** **April $275.01**	**$1,088.59**	**$53,967.42**	■ Mortgage ☐ Car ☐ Credit Card ☐ Loan Repayment ☐ Suppliers or vendors ☐ Other__
Chase Card **Attn: Officer Manager or Agent** **PO Box 15298** **Wilmington, DE 19850**	**Jan $268.01** **Feb, March** **$100.00 each** **April $429.10**	**$897.11**	**$0.00**	☐ Mortgage ☐ Car ■ Credit Card ☐ Loan Repayment ☐ Suppliers or vendors ☐ Other__
Ascend Federal Credit Union **Attn: Officer Manager or Agent** **PO Box 1210** **Tullahoma, TN 37388**	**Jan $354.00** **Feb $350.00** **March $265.00** **April $262.00**	**$1,181.00**	**$17,811.23**	☐ Mortgage ☐ Car ■ Credit Card ☐ Loan Repayment ☐ Suppliers or vendors ☐ Other__
Capital One Bank USA NA **Attn: Officer Manager or Agent** **PO Box 30281** **Salt Lake City, UT 84130-0281**	**Jan $450.00** **Feb $250.00** **March $350.00**	**$1,050.00**	**$9,818.83**	☐ Mortgage ☐ Car ■ Credit Card ☐ Loan Repayment ☐ Suppliers or vendors ☐ Other__

7. **Within 1 year before you filed for bankruptcy, did you make a payment on a debt you owed anyone who was an insider?**
Insiders include your relatives; any general partners; relatives of any general partners; partnerships of which you are a general partner; corporations of which you are an officer, director, person in control, or owner of 20% or more of their voting securities; and any managing agent, including one for a business you operate as a sole proprietor. 11 U.S.C. § 101. Include payments for domestic support obligations, such as child support and alimony.

☐ No
■ Yes. List all payments to an insider.

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment
Mark [redacted] **24176 Elrond Lane** **Lake Forest, CA 92630**	**March 17, 2018**	**$5,659.80**	**$0.00**	**Loan repayment**

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) _____

8. **Within 1 year before you filed for bankruptcy, did you make any payments or transfer any property on account of a debt that benefited an insider?**
Include payments on debts guaranteed or cosigned by an insider.

■ No
☐ Yes. List all payments to an insider

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment Include creditor's name

Part 4: Identify Legal Actions, Repossessions, and Foreclosures

9. **Within 1 year before you filed for bankruptcy, were you a party in any lawsuit, court action, or administrative proceeding?**
List all such matters, including personal injury cases, small claims actions, divorces, collection suits, paternity actions, support or custody modifications, and contract disputes.

☐ No
■ Yes. Fill in the details.

Case title Case number	Nature of the case	Court or agency	Status of the case
Fawn Fenton vs. Jeffrey Fenton	**Divorce Proceeding**	**Williamson County Chancery Court Judicial Center 135 4th Avenue South Franklin, TN 37064**	☐ Pending ☐ On appeal ■ Concluded

10. **Within 1 year before you filed for bankruptcy, was any of your property repossessed, foreclosed, garnished, attached, seized, or levied?**
Check all that apply and fill in the details below.

■ No. Go to line 11.
☐ Yes. Fill in the information below.

Creditor Name and Address	Describe the Property Explain what happened	Date	Value of the property

11. **Within 90 days before you filed for bankruptcy, did any creditor, including a bank or financial institution, set off any amounts from your accounts or refuse to make a payment because you owed a debt?**

■ No
☐ Yes. Fill in the details.

Creditor Name and Address	Describe the action the creditor took	Date action was taken	Amount

12. **Within 1 year before you filed for bankruptcy, was any of your property in the possession of an assignee for the benefit of creditors, a court-appointed receiver, a custodian, or another official?**

■ No
☐ Yes

Part 5: List Certain Gifts and Contributions

13. **Within 2 years before you filed for bankruptcy, did you give any gifts with a total value of more than $600 per person?**

☐ No
■ Yes. Fill in the details for each gift.

Gifts with a total value of more than $600 per person Person to Whom You Gave the Gift and Address:	Describe the gifts	Dates you gave the gifts	Value
Walden's Puddle Wildlife Rehab PO Box 641 Joelton, TN 37080	**$25.00 Monthly**	**2016 - Present**	**$250.00**

Person's relationship to you:

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) _____

14. **Within 2 years before you filed for bankruptcy, did you give any gifts or contributions with a total value of more than $600 to any charity?**

■ No
☐ Yes. Fill in the details for each gift or contribution.

Gifts or contributions to charities that total more than $600 Charity's Name Address (Number, Street, City, State and ZIP Code)	Describe what you contributed	Dates you contributed	Value

Part 6: List Certain Losses

15. **Within 1 year before you filed for bankruptcy or since you filed for bankruptcy, did you lose anything because of theft, fire, other disaster, or gambling?**

■ No
☐ Yes. Fill in the details.

Describe the property you lost and how the loss occurred	Describe any insurance coverage for the loss Include the amount that insurance has paid. List pending insurance claims on line 33 of *Schedule A/B: Property*.	Date of your loss	Value of property lost

Part 7: List Certain Payments or Transfers

16. **Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone you consulted about seeking bankruptcy or preparing a bankruptcy petition?**
Include any attorneys, bankruptcy petition preparers, or credit counseling agencies for services required in your bankruptcy.

☐ No
■ Yes. Fill in the details.

Person Who Was Paid Address Email or website address Person Who Made the Payment, if Not You	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
DebtorCC, Inc.	**Credit Counseling**	**04/01/2019**	**$15.00**

17. **Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone who promised to help you deal with your creditors or to make payments to your creditors?**
Do not include any payment or transfer that you listed on line 16.

■ No
☐ Yes. Fill in the details.

Person Who Was Paid Address	Description and value of any property transferred	Date payment or transfer was made	Amount of payment

18. **Within 2 years before you filed for bankruptcy, did you sell, trade, or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your business or financial affairs?**
Include both outright transfers and transfers made as security (such as the granting of a security interest or mortgage on your property). Do not include gifts and transfers that you have already listed on this statement.

☐ No
■ Yes. Fill in the details.

Person Who Received Transfer Address Person's relationship to you	Description and value of property transferred	Describe any property or payments received or debts paid in exchange	Date transfer was made
Jeffrey Fenton 1986 Sunny Side Drive Brentwood, TN 37027	**2003 Buick LeSabre**	**None**	**January 2019**

19. **Within 10 years before you filed for bankruptcy, did you transfer any property to a self-settled trust or similar device of which you are a**

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*)

beneficiary? (These are often called *asset-protection devices.*)

■ No
☐ Yes. Fill in the details.

Name of trust	Description and value of the property transferred	Date Transfer was made

Part 8: List of Certain Financial Accounts, Instruments, Safe Deposit Boxes, and Storage Units

20. **Within 1 year before you filed for bankruptcy, were any financial accounts or instruments held in your name, or for your benefit, closed, sold, moved, or transferred?**
Include checking, savings, money market, or other financial accounts; certificates of deposit; shares in banks, credit unions, brokerage houses, pension funds, cooperatives, associations, and other financial institutions.

■ No
☐ Yes. Fill in the details.

Name of Financial Institution and Address (Number, Street, City, State and ZIP Code)	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer

21. **Do you now have, or did you have within 1 year before you filed for bankruptcy, any safe deposit box or other depository for securities, cash, or other valuables?**

■ No
☐ Yes. Fill in the details.

Name of Financial Institution Address (Number, Street, City, State and ZIP Code)	Who else had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?

22. **Have you stored property in a storage unit or place other than your home within 1 year before you filed for bankruptcy?**

☐ No
■ Yes. Fill in the details.

Name of Storage Facility Address (Number, Street, City, State and ZIP Code)	Who else has or had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
Mallory Station Storage 309 Mallory Station Rd Franklin, TN 37067	**Fawn [redacted] Fenton [redacted] Brentwood, TN 37027**	**Books, Luggage, Pet Supplies, Christmas decorations**	☐ No ■ Yes

Part 9: Identify Property You Hold or Control for Someone Else

23. **Do you hold or control any property that someone else owns? Include any property you borrowed from, are storing for, or hold in trust for someone.**

■ No
☐ Yes. Fill in the details.

Owner's Name Address (Number, Street, City, State and ZIP Code)	Where is the property? (Number, Street, City, State and ZIP Code)	Describe the property	Value

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Case 3:19-bk-02693 Doc 1 Filed 04/26/19 Entered 04/26/19 13:28:31 Desc Main Document Page 36 of 50
FRBP Violated: #3:19-bk-02693 TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: 48419B) JRF.003.1052.00

Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*)

Part 10: Give Details About Environmental Information

For the purpose of Part 10, the following definitions apply:

- ***Environmental law*** **means any federal, state, or local statute or regulation concerning pollution, contamination, releases of hazardous or toxic substances, wastes, or material into the air, land, soil, surface water, groundwater, or other medium, including statutes or regulations controlling the cleanup of these substances, wastes, or material.**
- ***Site*** **means any location, facility, or property as defined under any environmental law, whether you now own, operate, or utilize it or used to own, operate, or utilize it, including disposal sites.**
- ***Hazardous material*** **means anything an environmental law defines as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, contaminant, or similar term.**

Report all notices, releases, and proceedings that you know about, regardless of when they occurred.

24. Has any governmental unit notified you that you may be liable or potentially liable under or in violation of an environmental law?

- ☒ **No**
- ☐ **Yes. Fill in the details.**

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice

25. Have you notified any governmental unit of any release of hazardous material?

- ☒ **No**
- ☐ **Yes. Fill in the details.**

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice

26. Have you been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

- ☒ **No**
- ☐ **Yes. Fill in the details.**

Case Title Case Number	Court or agency Name Address (Number, Street, City, State and ZIP Code)	Nature of the case	Status of the case

Part 11: Give Details About Your Business or Connections to Any Business

27. Within 4 years before you filed for bankruptcy, did you own a business or have any of the following connections to any business?

- ☐ **A sole proprietor or self-employed in a trade, profession, or other activity, either full-time or part-time**
- ☐ **A member of a limited liability company (LLC) or limited liability partnership (LLP)**
- ☐ **A partner in a partnership**
- ☐ **An officer, director, or managing executive of a corporation**
- ☐ **An owner of at least 5% of the voting or equity securities of a corporation**
- ☒ **No. None of the above applies. Go to Part 12.**
- ☐ **Yes. Check all that apply above and fill in the details below for each business.**

Business Name Address (Number, Street, City, State and ZIP Code)	Describe the nature of the business Name of accountant or bookkeeper	Employer Identification number Do not include Social Security number or ITIN. Dates business existed

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) _____

28. Within 2 years before you filed for bankruptcy, did you give a financial statement to anyone about your business? Include all financial institutions, creditors, or other parties.

■ **No**
☐ **Yes. Fill in the details below.**

Name **Address** **(Number, Street, City, State and ZIP Code)**	**Date Issued**

Part 12: Sign Below

I have read the answers on this *Statement of Financial Affairs* and any attachments, and I declare under penalty of perjury that the answers are true and correct. I understand that making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

/s/ Fawn [redacted] Fenton
Fawn [redacted] Fenton
Signature of Debtor 1

Signature of Debtor 2

Date **April 26, 2019**

Date _____

Did you attach additional pages to *Your Statement of Financial Affairs for Individuals Filing for Bankruptcy* (Official Form 107)?
■ No
☐ Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out bankruptcy forms?
■ No
☐ Yes. Name of Person _____. Attach the *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119).

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Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)

This notice is for you if:

You are an individual filing for bankruptcy, and

Your debts are primarily consumer debts. *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

The types of bankruptcy that are available to individuals

Individuals who meet the qualifications may file under one of four different chapters of Bankruptcy Code:

Chapter 7 - Liquidation

Chapter 11 - Reorganization

Chapter 12 - Voluntary repayment plan for family farmers or fishermen

Chapter 13 - Voluntary repayment plan for individuals with regular income

You should have an attorney review your decision to file for bankruptcy and the choice of chapter.

Chapter 7:	**Liquidation**
$245	filing fee
$75	administrative fee
+ $15	trustee surcharge
$335	total fee

Chapter 7 is for individuals who have financial difficulty preventing them from paying their debts and who are willing to allow their nonexempt property to be used to pay their creditors. The primary purpose of filing under chapter 7 is to have your debts discharged. The bankruptcy discharge relieves you after bankruptcy from having to pay many of your pre-bankruptcy debts. Exceptions exist for particular debts, and liens on property may still be enforced after discharge. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

However, if the court finds that you have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge.

You should know that even if you file chapter 7 and you receive a discharge, some debts are not discharged under the law. Therefore, you may still be responsible to pay:

most taxes;

most student loans;

domestic support and property settlement obligations;

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most fines, penalties, forfeitures, and criminal restitution obligations; and

certain debts that are not listed in your bankruptcy papers.

You may also be required to pay debts arising from:

fraud or theft;

fraud or defalcation while acting in breach of fiduciary capacity;

intentional injuries that you inflicted; and

death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs.

If your debts are primarily consumer debts, the court can dismiss your chapter 7 case if it finds that you have enough income to repay creditors a certain amount. You must file *Chapter 7 Statement of Your Current Monthly Income* (Official Form 122A–1) if you are an individual filing for bankruptcy under chapter 7. This form will determine your current monthly income and compare whether your income is more than the median income that applies in your state.

If your income is not above the median for your state, you will not have to complete the other chapter 7 form, the *Chapter 7 Means Test Calculation* (Official Form 122A–2).

If your income is above the median for your state, you must file a second form —the *Chapter 7 Means Test Calculation* (Official Form 122A–2). The calculations on the form— sometimes called the *Means Test*—deduct from your income living expenses and payments on certain debts to determine any amount available to pay unsecured creditors. If your income is more than the median income for your state of residence and family size, depending on the results of the *Means Test*, the U.S. trustee, bankruptcy administrator, or creditors can file a motion to dismiss your case under § 707(b) of the Bankruptcy Code. If a motion is filed, the court will decide if your case should be dismissed. To avoid dismissal, you may choose to proceed under another chapter of the Bankruptcy Code.

If you are an individual filing for chapter 7 bankruptcy, the trustee may sell your property to pay your debts, subject to your right to exempt the property or a portion of the proceeds from the sale of the property. The property, and the proceeds from property that your bankruptcy trustee sells or liquidates that you are entitled to, is called *exempt property*. Exemptions may enable you to keep your home, a car, clothing, and household items or to receive some of the proceeds if the property is sold.

Exemptions are not automatic. To exempt property, you must list it on *Schedule C: The Property You Claim as Exempt* (Official Form 106C). If you do not list the property, the trustee may sell it and pay all of the proceeds to your creditors.

Chapter 11: Reorganization

	$1,167	filing fee
+	$550	administrative fee
	$1,717	total fee

Chapter 11 is often used for reorganizing a business, but is also available to individuals. The provisions of chapter 11 are too complicated to summarize briefly.

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Read These Important Warnings

Because bankruptcy can have serious long-term financial and legal consequences, including loss of your property, you should hire an attorney and carefully consider all of your options before you file. Only an attorney can give you legal advice about what can happen as a result of filing for bankruptcy and what your options are. If you do file for bankruptcy, an attorney can help you fill out the forms properly and protect you, your family, your home, and your possessions.

Although the law allows you to represent yourself in bankruptcy court, you should understand that many people find it difficult to represent themselves successfully. The rules are technical, and a mistake or inaction may harm you. If you file without an attorney, you are still responsible for knowing and following all of the legal requirements.

You should not file for bankruptcy if you are not eligible to file or if you do not intend to file the necessary documents.

Bankruptcy fraud is a serious crime; you could be fined and imprisoned if you commit fraud in your bankruptcy case. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Chapter 12: Repayment plan for family farmers or fishermen

	$200	filing fee
+	$75	administrative fee
	$275	total fee

Similar to chapter 13, chapter 12 permits family farmers and fishermen to repay their debts over a period of time using future earnings and to discharge some debts that are not paid.

Chapter 13: Repayment plan for individuals with regular income

	$235	filing fee
+	$75	administrative fee
	$310	total fee

Chapter 13 is for individuals who have regular income and would like to pay all or part of their debts in installments over a period of time and to discharge some debts that are not paid. You are eligible for chapter 13 only if your debts are not more than certain dollar amounts set forth in 11 U.S.C. § 109.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, usually using your future earnings. If the court approves your plan, the court will allow you to repay your debts, as adjusted by the plan, within 3 years or 5 years, depending on your income and other factors.

After you make all the payments under your plan, many of your debts are discharged. The debts that are not discharged and that you may still be responsible to pay include:

domestic support obligations,

most student loans,

certain taxes,

debts for fraud or theft,

debts for fraud or defalcation while acting in a fiduciary capacity,

most criminal fines and restitution obligations,

certain debts that are not listed in your bankruptcy papers,

certain debts for acts that caused death or personal injury, and

certain long-term secured debts.

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Warning: File Your Forms on Time

Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information about your creditors, assets, liabilities, income, expenses and general financial condition. The court may dismiss your bankruptcy case if you do not file this information within the deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court.

For more information about the documents and their deadlines, go to: http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure.

Bankruptcy crimes have serious consequences

If you knowingly and fraudulently conceal assets or make a false oath or statement under penalty of perjury—either orally or in writing—in connection with a bankruptcy case, you may be fined, imprisoned, or both.

All information you supply in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the U.S. Trustee, the Office of the U.S. Attorney, and other offices and employees of the U.S. Department of Justice.

Make sure the court has your mailing address

The bankruptcy court sends notices to the mailing address you list on *Voluntary Petition for Individuals Filing for Bankruptcy* (Official Form 101). To ensure that you receive information about your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address.

A married couple may file a bankruptcy case together—called a *joint case*. If you file a joint case and each spouse lists the same mailing address on the bankruptcy petition, the bankruptcy court generally will mail you and your spouse one copy of each notice, unless you file a statement with the court asking that each spouse receive separate copies.

Understand which services you could receive from credit counseling agencies

The law generally requires that you receive a credit counseling briefing from an approved credit counseling agency. 11 U.S.C. § 109(h). If you are filing a joint case, both spouses must receive the briefing. With limited exceptions, you must receive it within the 180 days ***before*** you file your bankruptcy petition. This briefing is usually conducted by telephone or on the Internet.

In addition, after filing a bankruptcy case, you generally must complete a financial management instructional course before you can receive a discharge. If you are filing a joint case, both spouses must complete the course.

You can obtain the list of agencies approved to provide both the briefing and the instructional course from: http://justice.gov/ust/eo/hapcpa/ccde/cc_approved.html .

In Alabama and North Carolina, go to: http://www.uscourts.gov/FederalCourts/Bankruptcy/BankruptcyResources/ApprovedCreditAndDebtCounselors.aspx.

If you do not have access to a computer, the clerk of the bankruptcy court may be able to help you obtain the list.

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B2030 (Form 2030) (12/15)

United States Bankruptcy Court
Middle District of Tennessee

In re **Fawn [redacted] Fenton** Debtor(s) Case No. Chapter **13**

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U .S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	$	**4,250.00**
Prior to the filing of this statement I have received	$	**0.00**
Balance Due	$	**4,250.00**

2. The source of the compensation paid to me was:

■ Debtor ☐ Other (specify):

3. The source of compensation to be paid to me is:

■ Debtor ☐ Other (specify):

4. ■ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

a. [Other provisions as needed]
Please refer to the attached Rights and Responsibilities of the Chapter 13 Debtor and Attorney

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:
Please refer to the attached Rights and Responsibilities of the Chapter 13 Debtor and Attorney

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

April 26, 2019
Date

/s/ Mary Beth Ausbrooks
Mary Beth Ausbrooks
Signature of Attorney
Rothschild & Ausbrooks PLLC
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 Fax: (615) 242-2003
notice@rothschildbklaw.com
Name of law firm

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RIGHTS AND RESPONSIBILITIES OF CHAPTER 13 CLIENTS AND ATTORNEYS

It is important for clients who file a bankruptcy case under Chapter 13 to understand their rights and responsibilities. It is also important that the clients know what their attorney's responsibilities are, and understand the importance of communicating with their attorney to make the case successful. Clients should also know that they may expect certain services to be performed by their attorney. The below guidelines provided by the Court are hereby agreed to by the clients and their attorneys.

CLIENT

The attorney and client acknowledge that they have discussed the obligation of the client to:

Before the case is filed:

1. Provide the attorney with complete and accurate financial information, including all debts owed, all property owned, an accurate, current and projected budget, copies of all required tax returns or transcripts from the IRS, and 6 months of pay stubs.
2. Inform the attorney of any prior bankruptcies and the outcome of those proceedings.
3. Discuss with the attorney the client's reasons and objectives for filing the case.
4. Review the complete bankruptcy petition (including all schedules and statements) upon its receipt and promptly advise the attorney of any errors, omissions, or changes which need to be made.

After the case is filed:

1. Pay the Trustee within 30 days of filing.
2. Keep the trustee and attorney informed of the client's address, telephone number and employment.
3. Inform the attorney of any wage garnishment or attachment of assets which occurs or continues after the case is filed.
4. Review the Confirmation Order when received, and advise the attorney if the client has questions about which creditors are being paid and how much or if the client has questions about anything the debtor must do.
5. Review the Trustee's Notice of Intent to Pay Claims when received, and advise the attorney of any filed claim that appears to be improper or excessive, or any creditor who has not filed a proof of claim but the client wants to make sure is paid.
6. Insure all property of the estate, including maintaining liability, collision, and comprehensive insurance on vehicles securing loans or leases.
7. Contact the attorney promptly if the client loses his/her job, becomes ill, experiences a budget change, or is otherwise unable to make plan payments.
8. Inform the attorney if any tax refunds the client is entitled to are seized or not returned to the client by the IRS.
9. Provide the documentation/information requested by attorney for the attorney to file necessary post-petition motions (tax returns, pay stubs, amended budget).

10. Contact the attorney before buying, refinancing, or selling real property or a motor vehicle or before entering into any loan agreements to find out what approvals are required, including retaining a real estate agent or listing property for sale.
11. Contact the attorney if the debtor receives an inheritance.
12. Contact the attorney if the client is sued during the case.
13. Contact the attorney if the client has any potential lawsuits against another person or company after the bankruptcy is filed.
14. Attend a financial management workshop no later than the due date of the last scheduled plan payment.
15. Open and read all mail from the attorney, Trustee, or Bankruptcy Court.

ATTORNEY

The attorney has agreed to accept a flat fee of $ 4250 for all aspects of the bankruptcy case except for services excluded from the flat fee (described below). For some of the excluded services, the attorney has agreed to limit the fees to amounts set by the Bankruptcy Court for the specific services. For the remaining excluded services, the attorney may request additional fees on an hourly basis in accordance with the agreement between the attorney and the client.

Fees shall be paid by the Trustee through the plan unless otherwise ordered. The attorney may not receive fees directly from the client other than the initial retainer, unless paid by a third party, in which event such payment must be fully disclosed to the Bankruptcy Court. Any fee must be agreed upon by the client and the attorney, and approved by the court.

Services included in the flat fee. The services the attorney agrees to provide for the flat fee include:

1. Meet with the client to review the client's debts, assets, liabilities, income, and expenses. Request appropriate financial information, including credit reports and information on any mortgage debt or support obligation.
2. Conduct necessary due diligence regarding any prior bankruptcies involving the client.
3. Counsel the client regarding the advisability of filing a bankruptcy and whether filing either a Chapter 7 or Chapter 13 case would assist in meeting the client's objectives; discuss procedures in both Chapter 7 and Chapter 13 with the client, and answer the client's questions.
4. Explain what payments will be made directly by the client and what payments will be made through the client's Chapter 13 plan.
5. Explain to the client how, when, and where to make the Chapter 13 plan payments, including advising the client that the first plan payment must be made to the Trustee no later than 30 days after the case is filed.
6. Explain to the client how the attorney's fees and trustee's fees are paid, providing a signed copy of the contract between the client and the attorney and a copy of this Rights and Responsibilities to the debtor.

7. Advise the client of the requirement to attend the 341 Meeting of Creditors, arriving early, and instruct the client as to the date, time, and place of the meeting. Advise the client to bring a copy of the petition and the schedules and statements to the Meeting.
8. Advise the client of the necessity of maintaining liability, collision, and comprehensive insurance on vehicles securing loans or leases and advise the client of the duty to insure all property of the estate.
9. Timely prepare and file the client's petition, plan, statements, and schedules.
10. Ensure that if the plan includes a motion to void liens, that the collateral is identified and an exemption is claimed.
11. Ensure proper notice and service of the plan.
12. Appear at the 341 Meeting of Creditors with the client.
13. Review all documents filed in the case and all communications concerning the case.
14. Respond to objections to plan confirmation and, where necessary, prepare an amended plan, and appear at the confirmation hearing.
15. Explain that a plan may be modified after confirmation and, where needed, prepare, file, and serve necessary modifications to the plan which may include suspending, lowering, or increasing plan payments.
16. Prepare, file, and serve necessary amended statements and schedules in accordance with information provided by the client.
17. Review the confirmation order and the Trustee's notice of intent to pay claims.
18. If necessary, object to improper or invalid claims based upon information provided by the client.
19. File claims for creditors when the client's goals and interests are served by such filing.
20. Respond to client communications, advising the client of the best and most efficient means of communications.
21. File notice of change of employment/change of address.
22. Represent the client in connection with all motions filed in the bankruptcy case, other than those listed in the excluded services below.
23. Where appropriate, prepare, file, and serve necessary motions to avoid liens on real or personal property.

Additional services requiring additional limited fees. The following services are not included in the flat fee, but the attorney has agreed to provide these services, when necessary and appropriate for the case, for additional compensation based on a fee schedule approved by the Court. The maximum additional fee for work performed in connection with obtaining the necessary Court approval for certain activities is indicated below:

1. Mortgage loan modification of the claim secured by the debtor's principal residence – up to $500
2. Substitution of collateral – up to $400.
3. Retention of a realtor, auctioneer or other professional relating to the sale of property or representing the interests of the estate – up to $200
4. Sale of property and disposition of the proceeds, resulting in the closing of such sale and the filing of any necessary report of the sale – up to $300.

5. Retention of special counsel relating to collecting or pursuing a cause of action in a different judicial forum and that results in the filing of a motion and order authorizing the approval of a settlement of such litigation – up to $300.

Additional services on an hourly basis. The following services are not included in the flat fee and are not covered by any specific cap on fee, but the attorney has agreed to provide these services, when necessary and appropriate for the case, but may charge an hourly rate for the work performed – subject to Court approval:

1. Motions for sanctions or contempt.
2. Representation at a Rule 2004 examination.

Services the attorney has not agreed to provide. The attorney has not agreed to represent the client in any adversary proceeding or certain contested matters placed on an "adversary track" by order of the Court, unless the details of such separate litigation representation are spelled out in an addendum to this agreement or in a separate supplemental contract. The client will be fully apprised of any such anticipated litigation that would not be covered by this agreement.

Effective Date: 4-24-19

Rothschild & Ausbrooks, PLLC

By: _____

_____
CLIENT Fawn [redacted] Fenton

_____
CLIENT (*if joint*)

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United States Bankruptcy Court
Middle District of Tennessee

In re **Fawn [redacted] Fenton** Debtor(s)

Case No.

Chapter **13**

VERIFICATION OF CREDITOR MATRIX

The above-named Debtor hereby verifies that the attached list of creditors is true and correct to the best of his/her knowledge.

Date: **April 26, 2019**

/s/ Fawn [redacted] Fenton
Fawn [redacted] Fenton
Signature of Debtor

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FAWN [redacted] FENTON
[redacted]
BRENTWOOD TN 37027

MARY BETH AUSBROOKS
ROTHSCHILD & AUSBROOKS PLLC
1222 16TH AVENUE SOUTH, SUITE 12
NASHVILLE, TN 37212-2926

AMERICAN EXPRESS
ATTN: OFFICER MANAGER OR AGENT
PO BOX 981537
EL PASO TX 79998

ASCEND FEDERAL CREDIT UNION
ATTN: OFFICER MANAGER OR AGENT
PO BOX 1210
TULLAHOMA TN 37388

BANCORP SOUTH
ATTN: OFFICER MANAGER OR AGENT
914 MURFREESBORO ROAD
FRANKLIN TN 37067

BANK OF AMERICA
ATTN: OFFICER MANAGER OR AGENT
PO BOX 982238
EL PASO TX 79998

BANK OF AMERICA, NA
ATTN: OFFICER MANAGER OR AGENT
4909 SAVARESE CIRCLE
TAMPA FL 33634

CAPITAL ONE BANK USA NA
ATTN: OFFICER MANAGER OR AGENT
PO BOX 30281
SALT LAKE CITY UT 84130-0281

CHASE CARD
ATTN: OFFICER MANAGER OR AGENT
PO BOX 15298
WILMINGTON DE 19850

IRS INSOLVENCY
ATTN: OFFICER MANAGER OR AGENT
PO BOX 7346
PHILADELPHIA PA 19101-7346

IRS INSOLVENCY
801 BROADWAY ROOM 285
MDP 146
NASHVILLE TN 37203

TOYOTA MOTOR CREDIT CO.
ATTN OFFICER MANAGER OR AGENT
5005 N RIVER BLVD. NE
CEDAR RAPIDS IA 52411-6634

US ATTORNEY GENERAL
US DEPARTMENT OF JUSTICE
950 PENNSYLVANIA AVENUE
WASHINGTON DC 20530

[redacted]
C/O BROOKSIDE PROPERTIES, INC.
2002 RICHARD JONES ROAD, SUITE 200-C
NASHVILLE TN 37215

Debtor **Fawn [redacted] Fenton**

United States Bankruptcy Court for the **MIDDLE DISTRICT OF TENNESSEE**
[Bankruptcy district]

☐ Check if this is an amended plan

Case number: _____

Chapter 13 Plan

Part 1 Notices

To Debtor(s): This form sets out options that are appropriate in some cases but not in others. The presence of an option does not indicate that the option is appropriate in your circumstances.

To Creditors: Your rights are affected by this plan. Your claim may be reduced, modified, or eliminated.

If you oppose the treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 5 days before the meeting of creditors or raise an objection on the record at the meeting of creditors. The Bankruptcy Court may confirm this plan without further notice if no timely objection to confirmation is made. In addition, a timely proof of claim must be filed before your claim will be paid under the plan.

Debtor(s) must check one box on each line to state whether the plan includes each of the following items. If an item is not checked as "Included" or if both boxes are checked, the provision will not be effective if set out later in the plan.

1.1	**A limit on the amount of a secured claim, set out in § 3.2, which may result in partial payment or no payment to the secured creditor.**	☑ **Included**	☐ **Not Included**
1.2	**Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in § 3.4.**	☐ **Included**	☑ **Not Included**
1.3	**Nonstandard provisions, set out in Part 9.**	☑ **Included**	☐ **Not Included**

Part 2 Plan Payments and Length of Plan

2.1 Debtor(s) will make payments to the trustee as follows:

Payments made by	Amount of each payment	Frequency of payments	Duration of payments	Method of payment
☑ Debtor 1 ☐ Debtor 2	**$595.00**	**Semi-Monthly**	**60** months	☑ Debtor will make payment directly to trustee ☐ Debtor consents to payroll deduction from:

2.2 Income tax refunds.

Check one.

☑ Debtor(s) will retain any income tax refunds received during the plan term.

☐ Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will turn over to the trustee all income tax refunds received during the plan term.

☐ Debtor(s) will treat income refunds as follows:

_____

_____

2.3 Additional payments.

Check one.

☑ **None.** If "None" is checked, the rest of § 2.3 need not be completed or reproduced.

2.4 The total amount of estimated payments to the trustee provided for in §§ 2.1 and 2.3 is $100%.

Part 3 Treatment of Secured Claims

3.1 Maintenance of payments and cure of default. Check one.

☐ **None.** If "None" is checked, the rest of § 3.1 need not be completed or reproduced.

☑ Installment payments on the secured claims listed below will be maintained, and any arrearage through the month of confirmation will be paid in full as stated below. Both the installment payments and the amounts to cure the arrearage will be

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Debtor **Fawn [redacted] Fenton** Case number

disbursed by the trustee.

Amounts stated on a proof of claim filed in accordance with the Bankruptcy Rules control over any contrary amounts listed below as to the current installment payment and arrearage. After confirmation of the plan, the trustee shall adjust the installment payments below in accordance with any such proof of claim and any Notice of Mortgage Payment Change filed under Rule 3002.1. The trustee shall adjust the plan payment in Part 2 in accordance with any adjustment to an installment payment and shall file a notice of the adjustment and deliver a copy to the debtor, the debtor's attorney, the creditor, and the U.S. Trustee, but if an adjustment is less than $25 per month, the trustee shall have the discretion to adjust only the installment payment without adjusting the payments under Part 2. The trustee is further authorized to pay any postpetition fee, expense, or charge, notice of which is filed under Bankruptcy Rule 3002.1 and as to which no objection is raised, at the same disbursement level as the arrearage.

Confirmation of this Plan imposes on any claim holder listed below the obligation to:

- Apply arrearage payments received from the trustee only to such arrearages.
- Treat the obligation as current at confirmation such that future payments, if made pursuant to the plan, shall not be subject to late fees, penalties, or other charges.

If relief from the automatic stay is ordered as to any collateral listed below, all payments under this section to creditors secured by that collateral will cease.

Name of Creditor	Collateral	Current installment payment (including escrow)	Amount of arrearage, if any	Interest rate on arrearage (if applicable)	Monthly payment on arrearage, if any
BanCorp South	**1986 Sunny Side Drive Brentwood, TN 37027 Williamson County**	**See Nonstandard provisions, set out in Part 9.**	Prepetition: **$0.00** Gap payments: Last month in gap:	**0.00%**	**See Nonstandard provisions, set out in Part 9.**
Bank of America, NA	**1986 Sunny Side Drive Brentwood, TN 37027 Williamson County**	**See Nonstandard provisions, set out in Part 9.**	Prepetition: **$0.00** Gap payments: Last month in gap:	**0.00%**	**See Nonstandard provisions, set out in Part 9.**

3.2 Request for valuation of security and claim modification. *Check one.*

☐ **None.** If "None" is checked, the rest of § 3.2 need not be completed or reproduced.
The remainder of this paragraph will be effective only if the applicable box in§ 1. is checked.

☑ For each claim listed below, the debtor(s) request that the court determine the value of the creditor's interest in any property securing the claim based on the amount stated in the column headed Value securing claim. If this amount exceeds any allowed claim amount, the claim will be paid in full with interest at the rate stated below. If the amount is less than the allowed claim mount, the claim will be paid the full value securing the claim, with interest at the rate stated below.

The portion of any allowed claim that exceeds the value securing the claim will be treated as an unsecured claim under § 5.1. If the value securing a creditor's claim is listed below as zero or no value, the creditor's allowed claim will be treated entirely as an unsecured claim under § 5.1. The avoidance of any lien because it is not secured by any value must be addressed in Part 9. The mount of a creditor's total claim stated on a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary mount stated below.

The holder of any claim listed below as secured by any value will retain the lien until the earlier of:

(a) payment of the underlying debt determined under nonbankruptcy law, or

(b) discharge under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

If relief from the automatic stay is ordered as to any collateral listed below, all payments under this section to creditors secured by that collateral will cease.

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Debtor **Fawn [redacted] Fenton** Case number

Name of creditor	Estimated amount of creditor's total claim	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Value securing claim	Interest rate	Monthly payment
Toyota Motor Credit Co.	$12,600.00	2017 Toyota Prius 23,000 miles VIN: JTDKBRFU2H3033495	$16,375.00	$0.00	$12,600.00	5.50%	$356.99 (Class 3)

3.3 Secured claims excluded from 11 U.S.C. § 506. *Check one.*

☑ **None**. If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

3.4 Lien avoidance. *Check one.*

☑ **None.** If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

3.5 Surrender of collateral. *Check one.*

☑ **None.** If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

Part 4: Treatment of Priority Claims (including Attorney's Fees and Domestic Support Obligations)

4.1 Attorney's fees.

The balance of the fees owed to the attorney for the debtor(s) is estimated to be **$4,250.00 (Class 3)**. The remaining fees and any additional fees that may be awarded shall be paid through the trustee as specified below. Check one.

☑ The attorney for the debtor(s) shall receive a monthly payment of **$770 (Class 3)**.

☐ The attorney for the debtor(s) shall receive available funds.

4.2 Domestic support obligations.

(a) Pre- and postpetition domestic support obligations to be paid in full. *Check one.*

☑ **None.** If "None" is checked, the rest of § 4.2(a) need not be completed or reproduced.

(b) Domestic support obligations assigned or owed to a governmental unit and paid less than full amount. *Check one.*

☑ **None.** If "None" is checked, the rest of § 4.2(b) need not be completed or reproduced.

4.3 Other priority claims. *Check one.*

☐ **None**. If "None" is checked, the rest of § 4.3 need not be completed or reproduced.

☑ The priority claims listed below will be paid in full through the trustee. Amounts stated on a proof of claim filed in accordance with the Bankruptcy Rules control over any contrary amounts listed below.

Name of Creditor	Estimated amount of claim to be paid
IRS Insolvency	$0.00 (Class 4)
Bankruptcy Court Clerk	$310.00 (Class 1 & 2)

Part 5: Treatment of Nonpriority Unsecured Claims and Postpetition Claims

5.1 Nonpriority unsecured claims not separately classified.

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata. If more than one option is checked, the option providing the largest payment will be effective. Check all that apply.

☐ The sum of $

☑ **100.00** % of the total amount of these claims. **(Class 5)**

☐ The funds remaining after disbursements have been made to all other creditors provided for in this plan.

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Debtor **Fawn [redacted] Fenton** Case number _____

5.2 Interest on allowed nonpriority unsecured claims not separately classified. *Check one.*

☑ **None.** If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

5.3 Maintenance of payments and cure of any default on nonpriority unsecured claims. *Check one.*

☑ **None.** If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

5.4 Separately classified nonpriority unsecured claims. *Check one.*

☑ **None.** If "None" is checked, the rest of § 5.4 need not be completed or reproduced.

5.5 Postpetition claims allowed under 11 U.S.C. § 1305.

Claims allowed under 11 U.S.C. § 1305 will be paid in full through the trustee.

Part 6: Executory Contracts and Unexpired Leases

6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected. *Check one.*

☑ **None.** If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

Part 7: Order of Distribution of Available Funds by Trustee

7.1 The trustee will make monthly disbursements of available funds in the order specified. Check one.

☐ **Regular order of distribution:**

a. Filing fees paid through the trustee

b. Current monthly payments on domestic support obligations

c. Other fixed monthly payments

If available funds in any month are not sufficient to disburse all fixed monthly payments due under the plan, the trustee will allocate available funds in the order specified below or pro rata if no order is specified. If available funds in any month are not sufficient to disburse any current installment payment due under § 3.1, the trustee will withhold the partial payment amount and treat the amount as available funds in the following month.

d. Disbursements without fixed monthly payments, except under §§ 5.1 and 5.5

The trustee will make these disbursements in the order specified below or pro rata if no order is specified.

e. Disbursements to nonpriority unsecured claims not separately classified (§ 5.1)

f. Disbursements to claims allowed under § 1305 (§ 5.5)

☑ **Alternative order of distribution:**

1. **Filing Fee**
2. **Notice Fee**
3. **Monthly Payments on Secured Debts & Attorney's Fees**
4. **Priority Debts**
5. **General Unsecured Claims**
6. **§1305 Claims**

Part 8: Vesting of Property of the Estate

8.1 Property of the estate will vest in the debtor(s) upon discharge or closing of the case, whichever occurs earlier, unless an alternative vesting date is selected below. Check the applicable box to select an alternative vesting date:
Check the appliable box:

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- ☐ plan confirmation.
- ☑ other: **Entry of Discharge**

Part 9: Nonstandard Plan Provisions

Nonstandard provisions are required to be set forth below.

These plan provisions will be effective only if the applicable box in § 1.3 is checked.

Adequate Protection Payments:
Toyota Motor Credit Co. @ $25.00

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.

Confirmation of this Plan imposes upon any claimholder treated under § 3.1 and, holding as collateral, the residence of the Debtor(s), the obligation to: (i) Apply the payments received from the Trustee on pre-confirmation arrearages only to such arrearages. For purposes of this plan, the "pre-confirmation" arrears shall include all sums designated as pre-petition arrears in the allowed Proof of Claim plus any post-petition pre-confirmation payments due under the underlying mortgage debt not specified in the allowed Proof of Claim. (ii) Deem the mortgage obligation as current at confirmation such that future payments, if made pursuant to the plan, shall not be subject to late fees, penalties or other charges.

The Trustee may adjust the post-petition regular payments noted above and payments to the plan in paragraph 3 upon filing notice of such adjustment to debtor, debtor's attorney, creditor, and the U.S. Trustee where, and to the extent the underlying contract provides for modification.

The Trustee is authorized to pay any post-petition fees, expenses, and charges, notice of which is filed pursuant to Rule 3002.1, F.R.B.P. and as to which no objection is raised, at the same disbursement level as the arrears claim noted above.

Part 10: Signatures:

X **/s/ Mary Beth Ausbrooks** Date **April 26, 2019**
Mary Beth Ausbrooks
Signature of Attorney for Debtor(s)

X **/s/ Fawn [redacted] Fenton** Date **April 26, 2019**
Fawn [redacted] Fenton

X Date

Signature(s) of Debtor(s) (required if not represented by an attorney; otherwise optional)

By filing this document, the Attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in the form required under the Local Rules for the Bankruptcy Court for the Middle District of Tennessee, other than any nonstandard provisions included in Part 9.

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Case 1:23-cv-01097-PLM-RSK ECF No. 1-8, PageID.145 Filed 10/13/23 Page 72 of 150

Fill in this information to identify your case:

Debtor 1	**Fawn [redacted] Fenton**		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)	First Name	Middle Name	Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known) _____

☐ Check if this an amended filing

Official Form 103A

Application for Individuals to Pay the Filing Fee in Installments

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information.

Part 1: Specify Your Proposed Payment Timetable

1. **Which chapter of the Bankruptcy Code are you choosing to file under?**
   - ☐ Chapter 7
   - ☐ Chapter 11
   - ☐ Chapter 12
   - ■ Chapter 13

2. **You may apply to pay the filing fee in up to four installments. Fill in the amounts you propose to pay and the dates you plan to pay them. Be sure all dates are business days. Then add the payments you propose to pay.**

   You must propose to pay the entire fee no later than 120 days after you file this bankruptcy case. If the court approves your application, the court will set your final payment timetable.

	You propose to pay...	
	$ 0.00	■ With the filing of the petition ☐ On or before this date..... MM / DD/ YYYY
	$ _____	On or before this date..... _____ MM / DD/ YYYY
	(X) or, balance to be paid through plan by Chapter 13 Trustee.	
	$ _____	On or before this date..... _____ MM / DD/ YYYY
+	$ _____	On or before this date..... _____ MM / DD/ YYYY
Total	$ 310.00	Your total must equal the entire fee for the chapter you checked in line 1.

Part 2: Sign Below

By signing here, you state that you are unable to pay the full filing fee at once, that you want to pay the fee in installments, and that you understand that:

- You must pay your entire filing fee before you make any more payments or transfer any more property to an attorney, bankruptcy petition preparer, or anyone else for services in connection with your bankruptcy case.
- You must pay the entire fee no later than 120 days after you first file for bankruptcy, unless the court later extends your deadline. Your debts will not be discharged until your entire fee is paid.
- If you do not make any payment when it is due, your bankruptcy case may be dismissed, and your rights in other bankruptcy proceedings may be affected.

X **/s/ Fawn [redacted] Fenton**	X _____	X **/s/ Mary Beth Ausbrooks**
Fawn [redacted] Fenton		**Mary Beth Ausbrooks**
Signature of Debtor 1	Signature of Debtor 2	Your attorney's name and signature, if you used one
Date **April 26, 2019** MM / DD / YYYY	Date _____ MM / DD / YYYY	Date **April 26, 2019** MM/ DD / YYYY

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Case 1:23-cv-01097-PLM-RSK ECF No. 1-8, PageID.146 Filed 10/13/23 Page 73 of 150

Fill in this information to identify the case:			
Debtor 1	**Fawn** [redacted] **Fenton**		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	MIDDLE DISTRICT OF TENNESSEE		
Case number *(if known)*			

Chapter filing under:

- ☐ Chapter 7
- ☐ Chapter 11
- ☐ Chapter 12
- ■ Chapter 13

Order Approving Payment of Filing Fee in Installments

After considering the *Application for Individuals to Pay the Filing Fee in Installments* (Official Form 103A), the court orders that:

☐ The debtor(s) may pay the filing fee in installments on the terms proposed in the application.

☐ The debtor(s) must pay the filing fee according to the following terms:

	You must pay...	**On or before this date...**
	$ _____	_____ Month / day / year
	$ _____	_____ Month / day / year
	$ _____	_____ Month / day / year
+	$ _____	_____ Month / day / year
Total	$ _____	

Until the filing fee is paid in full, the debtor(s) must not make any additional payment or transfer any additional property to an attorney or to anyone else for services in connection with this case.

_____ Month / day / year

By the court: _____ United States Bankruptcy Judge

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Case 1:23-cv-01097-PLM-RSK ECF No. 1-8, PageID.147 Filed 10/13/23 Page 74 of 150

Fill in this information to identify your case	
Debtor 1	Fawn [redacted] Fenton
Debtor 2 (Spouse, if filing)	
United States Bankruptcy Court for the:	Middle District of Tennessee
Case number (if known)	

Check as directed in lines 17 and 21

According to the calculations required by this Statement:

- ☐ 1. Disposable income is not determined under 11 U.S.C. § 1325(b)(3).
- ■ 2. Disposable income is determined under 11 U.S.C. § 1325(b)(3).
- ☐ 3. The commitment period is 3 years.
- ■ 4. The commitment period is 5 years.

☐ Check if this is an amended filing

Official Form 122C-1
Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form. Include the line number to which the additional information applies. On the top of any additional pages, write your name and case number (if known).

Part 1: Calculate Your Average Monthly Income

1. **What is your marital and filing status?** Check one only.
   - ☐ **Not married**. Fill out Column A, lines 2-11.
   - ■ **Married.** Fill out both Columns A and B, lines 2-11.

Fill in the average monthly income that you received from all sources, derived during the 6 full months before you file this bankruptcy case. 11 U.S.C. § 101(10A). For example, if you are filing on September 15, the 6-month period would be March 1 through August 31. If the amount of your monthly income varied during the 6 months, add the income for all 6 months and divide the total by 6. Fill in the result. Do not include any income amount more than once. For example, if both spouses own the same rental property, put the income from that property in one column only. If you have nothing to report for any line, write $0 in the space.

		Column A Debtor 1	Column B Debtor 2 or non-filing spouse
2.	**Your gross wages, salary, tips, bonuses, overtime, and commissions** (before all payroll deductions).	$ 7,500.00	$ 0.00
3.	**Alimony and maintenance payments.** Do not include payments from a spouse if Column B is filled in.	$ 0.00	$ 0.00
4.	**All amounts from any source which are regularly paid for household expenses of you or your dependents, including child support.** Include regular contributions from an unmarried partner, members of your household, your dependents, parents, and roommates. Do not include payments from a spouse. Do not include payments you listed on line 3.	$ 0.00	$ 0.00
5.	**Net income from operating a business, profession, or farm**	Debtor 1	
	Gross receipts (before all deductions)	$ 0.00	
	Ordinary and necessary operating expenses	-$ 0.00	
	Net monthly income from a business, profession, or farm	$ 0.00 Copy here ->	$ 0.00 $ 0.00
6.	**Net income from rental and other real property**	Debtor 1	
	Gross receipts (before all deductions)	$ 0.00	
	Ordinary and necessary operating expenses	-$ 0.00	
	Net monthly income from rental or other real property	$ 0.00 Copy here ->	$ 0.00 $ 0.00

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) _____

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
7. **Interest, dividends, and royalties**	$ 0.00	$ 0.00
8. **Unemployment compensation**	$ 0.00	$ 0.00

Do not enter the amount if you contend that the amount received was a benefit under the Social Security Act. Instead, list it here:

For you $ 0.00

For your spouse $ 0.00

9. **Pension or retirement income.** Do not include any amount received that was a benefit under the Social Security Act.	$ 0.00	$ 0.00
10. **Income from all other sources not listed above.** Specify the source and amount. Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, a crime against humanity, or international or domestic terrorism. If necessary, list other sources on a separate page and put the total below.		
_____	$ 0.00	$ 0.00
_____	$ 0.00	$ 0.00
Total amounts from separate pages, if any.	+ $ 0.00	$ 0.00
11. **Calculate your total average monthly income.** Add lines 2 through 10 for each column. Then add the total for Column A to the total for Column B.	$ 7,500.00 +	$ 0.00 = $ 7,500.00 Total average monthly income

Part 2: Determine How to Measure Your Deductions from Income

12. **Copy your total average monthly income from line 11.** $ 7,500.00

13. **Calculate the marital adjustment.** Check one:

- ☐ You are not married. Fill in 0 below.
- ☐ You are married and your spouse is filing with you. Fill in 0 below.
- ■ You are married and your spouse is not filing with you.

  Fill in the amount of the income listed in line 11, Column B, that was NOT regularly paid for the household expenses of you or your dependents, such as payment of the spouse's tax liability or the spouse's support of someone other than you or your dependents.

  Below, specify the basis for excluding this income and the amount of income devoted to each purpose. If necessary, list additional adjustments on a separate page.

  If this adjustment does not apply, enter 0 below.

_____ $ _____

_____ $ _____

_____ +$ _____

Total $ 0.00 Copy here=> - 0.00

14. **Your current monthly income.** Subtract line 13 from line 12. $ 7,500.00

15. **Calculate your current monthly income for the year.** Follow these steps:

15a. Copy line 14 here=> $ 7,500.00

Multiply line 15a by 12 (the number of months in a year). x 12

15b. The result is your current monthly income for the year for this part of the form. $ 90,000.00

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) _____

16. **Calculate the median family income that applies to you.** Follow these steps:

16a. Fill in the state in which you live. **TN**

16b. Fill in the number of people in your household. **1**

16c. Fill in the median family income for your state and size of household. $ **47,214.00**

To find a list of applicable median income amounts, go online using the link specified in the separate instructions for this form. This list may also be available at the bankruptcy clerk's office.

17. **How do the lines compare?**

17a. ☐ Line 15b is less than or equal to line 16c. On the top of page 1 of this form, check box 1, *Disposable income is not determined under 11 U.S.C. § 1325(b)(3).* **Go to Part 3.** Do NOT fill out *Calculation of Your Disposable Income* (Official Form 122C-2).

17b. ■ Line 15b is more than line 16c. On the top of page 1 of this form, check box 2, *Disposable income is determined under 11 U.S.C. § 1325(b)(3).* **Go to Part 3 and fill out Calculation of Your Disposable Income (Official Form 122C-2).** On line 39 of that form, copy your current monthly income from line 14 above.

Part 3: Calculate Your Commitment Period Under 11 U.S.C. § 1325(b)(4)

18. **Copy your total average monthly income from line 11 .** $ **7,500.00**

19. **Deduct the marital adjustment if it applies.** If you are married, your spouse is not filing with you, and you contend that calculating the commitment period under 11 U.S.C. § 1325(b)(4) allows you to deduct part of your spouse's income, copy the amount from line 13.

19a. If the marital adjustment does not apply, fill in 0 on line 19a. -$ **0.00**

19b. **Subtract line 19a from line 18.** $ **7,500.00**

20. **Calculate your current monthly income for the year.** Follow these steps:

20a. Copy line 19b $ **7,500.00**

Multiply by 12 (the number of months in a year). **x** 12

20b. The result is your current monthly income for the year for this part of the form $ **90,000.00**

20c. Copy the median family income for your state and size of household from line 16c $ **47,214.00**

21. **How do the lines compare?**

☐ Line 20b is less than line 20c. Unless otherwise ordered by the court, on the top of page 1 of this form, check box 3, *The commitment period is 3 years.* Go to Part 4.

■ Line 20b is more than or equal to line 20c. Unless otherwise ordered by the court, on the top of page 1 of this form, check box 4, *The commitment period is 5 years.* Go to Part 4.

Part 4: Sign Below

By signing here, under penalty of perjury I declare that the information on this statement and in any attachments is true and correct.

X **/s/ Fawn [redacted] Fenton**

Fawn [redacted] Fenton

Signature of Debtor 1

Date **April 26, 2019**

MM / DD / YYYY

If you checked 17a, do NOT fill out or file Form 122C-2.

If you checked 17b, fill out Form 122C-2 and file it with this form. On line 39 of that form, copy your current monthly income from line 14 above.

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) _____

Current Monthly Income Details for the Debtor

Debtor Income Details:
Income for the Period **10/01/2018** to **03/31/2019**.

Line 2 - Gross wages, salary, tips, bonuses, overtime, commissions
Source of Income: **Adkisson & Associates**
Constant income of **$7,500.00** per month.

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Fill in this information to identify your case:

Debtor 1 **Fawn [redacted] Fenton**

Debtor 2 (Spouse, if filing)

United States Bankruptcy Court for the: Middle District of Tennessee

Case number (if known)

☐ Check if this is an amended filing

Official Form 122C-2

Chapter 13 Calculation of Your Disposable Income

04/19

To fill out this form, you will need your completed copy of *Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period* (Official Form 122C-1).

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form, include the line number to which additional information applies. On the top any additional pages, write your name and case number (if known).

Part 1: Calculate Your Deductions from Your Income

The Internal Revenue Service (IRS) issues National and Local Standards for certain expense amounts. Use these amounts to answer the questions in lines 6-15. To find the IRS standards, go online using the link specified in the separate instructions for this form. This information may also be available at the bankruptcy clerk's office.

Deduct the expense amounts set out in lines 6-15 regardless of your actual expense. In later parts of the form, you will use some of your actual expenses if they are higher than the standards. Do not include any operating expenses that you subtracted from income in lines 5 and 6 of Form 122C–1, and do not deduct any amounts that you subtracted from your spouse's income in line 13 of Form 122C–1.

If your expenses differ from month to month, enter the average expense.

Note: Line numbers 1-4 are not used in this form. These numbers apply to information required by a similar form used in chapter 7 cases.

5. **The number of people used in determining your deductions from income**

Fill in the number of people who could be claimed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support. This number may be different from the number of people in your household. **1**

National Standards You must use the IRS National Standards to answer the questions in lines 6-7.

6. **Food, clothing, and other items:** Using the number of people you entered in line 5 and the IRS National Standards, fill in the dollar amount for food, clothing, and other items. $ **647.00**

7. **Out-of-pocket health care allowance:** Using the number of people you entered in line 5 and the IRS National Standards, fill in the dollar amount for out-of-pocket health care. The number of people is split into two categories--people who are under 65 and people who are 65 or older--because older people have a higher IRS allowance for health car costs. If your actual expenses are higher than this IRS amount, you may deduct the additional amount on line 22.

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) _____

People who are under 65 years of age

7a.	Out-of-pocket health care allowance per person	$ 52			
7b.	Number of people who are under 65	X 1			
7c.	**Subtotal.** Multiply line 7a by line 7b.	$ 52.00	Copy here=>	$ 52.00	

People who are 65 years of age or older

7d.	Out-of-pocket health care allowance per person	$ 114			
7e.	Number of people who are 65 or older	X 0			
7f.	Subtotal. Multiply line 7d by line 7e.	$ 0.00	Copy here=>	$ 0.00	
7g.	**Total.** Add line 7c and line 7f	$ 52.00	Copy total here=>	$ 52.00	

Local Standards You must use the IRS Local Standards to answer the questions in lines 8-15.

Based on information from the IRS, the U.S. Trustee Program has divided the IRS Local Standard for housing for bankruptcy purposes into two parts:

- ■ **Housing and utilities - Insurance and operating expenses**
- ■ **Housing and utilities - Mortgage or rent expenses**

To answer the questions in lines 8-9, use the U.S. Trustee Program chart. To find the chart, go online using the link specified in the separate instructions for this form. This chart may also be available at the bankruptcy clerk's office.

8. **Housing and utilities - Insurance and operating expenses:** Using the number of people you entered in line 5, fill in the dollar amount listed for your county for insurance and operating expenses. $ 490.00

9. **Housing and utilities - Mortgage or rent expenses:**

9a. Using the number of people you entered in line 5, fill in the dollar amount listed for your county for mortgage or rent expenses. $ 1,447.00

9b. Total average monthly payment for all mortgages and other debts secured by your home.

To calculate the total average monthly payment, add all amounts that are contractually due to each secured creditor in the 60 months after you file for bankruptcy. Next divide by 60.

Name of the creditor	Average monthly payment
-NONE-	$

9b. Total average monthly payment $ 0.00 Copy here=> -$ 0.00 Repeat this amount on line 33a.

9c. Net mortgage or rent expense.

Subtract line 9b (*total average monthly payment*) from line 9a (*mortgage or rent expense*). If this number is less than $0, enter $0. $ 1,447.00 Copy here=> $ 1,447.00

10. **If you claim that the U.S. Trustee Program's division of the IRS Local Standard for housing is incorrect and affects the calculation of your monthly expenses, fill in any additional amount you claim.** $ 0.00

Explain why: _____

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) _____

11. **Local transportation expenses:** Check the number of vehicles for which you claim an ownership or operating expense.

☐ 0. Go to line 14.

■ 1. Go to line 12.

☐ 2 or more. Go to line 12.

12. **Vehicle operation expense:** Using the IRS Local Standards and the number of vehicles for which you claim the operating expenses, fill in the *Operating Costs* that apply for your Census region or metropolitan statistical area. $ **196.00**

13. **Vehicle ownership or lease expense:** Using the IRS Local Standards, calculate the net ownership or lease expense for each vehicle below. You may not claim the expense if you do not make any loan or lease payments on the vehicle. In addition, you may not claim the expense for more than two vehicles.

Vehicle 1 Describe Vehicle 1: **2017 Toyota Prius 23,000 miles VIN: [redacted]**

13a. Ownership or leasing costs using IRS Local Standard..... $ **497.00**

13b. Average monthly payment for all debts secured by Vehicle 1.
Do not include costs for leased vehicles.

To calculate the average monthly payment here and on line 13e, add all amounts that are contractually due to each secured creditor in the 60 months after you file for bankruptcy. Then divide by 60.

Name of each creditor for Vehicle 1	Average monthly payment
Toyota Motor Credit Co.	$ **300.00**

Total Average Monthly Payment $ **300.00** Copy here => -$ **300.00** Repeat this amount on line 33b.

13c. Net Vehicle 1 ownership or lease expense
Subtract line 13b from line 13a. if the numbert is less than $0, enter $0. ..... $ **197.00** **Copy net Vehicle 1 expense here =>** $ **197.00**

Vehicle 2 Describe Vehicle 2: _____

13d. Ownership or leasing costs using IRS Local Standard..... $ **0.00**

13e. Average monthly payment for all debts secured by Vehicle 2. Do not include costs for leased vehicles.

Name of each creditor for Vehicle 2	Average monthly payment
	$

Total average monthly payment $ _____ Copy here => -$ **0.00** Repeat this amount on line 33c.

13f. Net Vehicle 2 ownership or lease expense
Subtract line 13e from line 13d. if this number is less than $0, enter $0. ..... $ **0.00** **Copy net Vehicle 2 expense here =>** $ **0.00**

14. **Public transportation expense: If you claimed 0 vehicles in line 11, using the IRS Local Standards, fill in the *Public Transportation* expense allowance regardless of whether you use public transportation.** $ **0.00**

15. **Additional public transportation expense:** If you claimed 1 or more vehicles in line 11 and if you claim that you may also deduct a public transportation expense, you may fill in what you believe is the appropriate expense, but you may not claim more than the IRS Local Standard for *Public Transportation*. $ **0.00**

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*)

Other Necessary Expenses In addition to the expense deductions listed above, you are allowed your monthly expenses for the following IRS categories.

16. **Taxes:** The total monthly amount that you will actually pay for federal, state and local taxes, such as income taxes, self-employment taxes, social security taxes, and Medicare taxes. You may include the monthly amount withheld from your pay for these taxes. However, if you expect to receive a tax refund, you must divide the expected refund by 12 and subtract that number from the total monthly amount that is withheld to pay for taxes.
Do not include real estate, sales, or use taxes. $ 1,654.96

17. **Involuntary deductions:** The total monthly payroll deductions that your job requires, such as retirement contributions, union dues, and uniform costs.
Do not include amounts that are not required by your job, such as voluntary 401(k) contributions or payroll savings. $ 0.00

18. **Life Insurance:** The total monthly premiums that you pay for your own term life insurance. If two married people are filing together, include payments that you make for your spouse's term life insurance.
Do not include premiums for life insurance on your dependents, for a non-filing spouse's life insurance, or for any form of life insurance other than term. $ 0.00

19. **Court-ordered payments**: The total monthly amount that you pay as required by the order of a court or administrative agency, such as spousal or child support payments.
Do not include payments on past due obligations for spousal or child support. You will list these obligations in line 35. $ 0.00

20. **Education:** The total monthly amount that you pay for education that is either required:
■ as a condition for your job, or
■ for your physically or mentally challenged dependent child if no public education is available for similar services. $ 0.00

21. **Childcare:** The total monthly amount that you pay for childcare, such as babysitting, daycare, nursery, and preschool.
Do not include payments for any elementary or secondary school education. $ 0.00

22. **Additional health care expenses, excluding insurance costs:** The monthly amount that you pay for health care that is required for the health and welfare of you or your dependents and that is not reimbursed by insurance or paid by a health savings account. Include only the amount that is more than the total entered in line 7.
Payments for health insurance or health savings accounts should be listed only in line 25. $ 0.00

23. **Optional telephone and telephone services:** The total monthly amount that you pay for telecommunication services for you and your dependents, such as pagers, call waiting, caller identification, special long distance, or business cell phone service, to the extent necessary for your health and welfare or that of your dependents or for the production of income, if it is not reimbursed by your employer.
Do not include payments for basic home telephone, internet and cell phone service. Do not include self-employment expenses, such as those reported on line 5 of Official Form 122C-1, or any amount you previously deducted. +$ 0.00

24. **Add all of the expenses allowed under the IRS expense allowances.**
Add lines 6 through 23. $ 4,683.96

Additional Expense Deductions These are additional deductions allowed by the Means Test.

Note: Do not include any expense allowances listed in lines 6-24.

25. **Health insurance, disability insurance, and health savings account expenses.** The monthly expenses for health insurance, disability insurance, and health savings accounts that are reasonably necessary for yourself, your spouse, or your dependents.

Health insurance	$ 0.00		
Disability insurance	$ 0.00		
Health savings account	+ $ 0.00		
Total	$ 0.00	Copy total here=>	$ 0.00

Do you actually spend this total amount?
☐ No. How much do you actually spend? $ _____
■ Yes

26. **Continued contributions to the care of household or family members.** The actual monthly expenses that you will continue to pay for the reasonable and necessary care and support of an elderly, chronically ill, or disabled member of your household or member of your immediate family who is unable to pay for such expenses. These expenses may include contributions to an account of a qualified ABLE program. 26 U.S.C. § 529A(b). $ 0.00

27. **Protection against family violence.** The reasonably necessary monthly expenses that you incur to maintain the safety of you and your family under the Family Violence Prevention and Services Act or other federal laws that apply.
By law, the court must keep the nature of these expenses confidential. $ 0.00

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*)

28. **Additional home energy costs.** Your home energy costs are included in your insurance and operating expenses on line 8.

If you believe that you have home energy costs that are more than the home energy costs included in expenses on line 8, then fill in the excess amount of home energy costs.

You must give your case trustee documentation of your actual expenses, and you must show that the additional amount claimed is reasonable and necessary. $ 0.00

29. **Education expenses for dependent children who are younger than 18.** The monthly expenses (not more than $170.83* per child) that you pay for your dependent children who are younger than 18 years old to attend a private or public elementary or secondary school.

You must give your case trustee documentation of your actual expenses, and you must explain why the amount claimed is reasonable and necessary and not already accounted for in lines 6-23.

* Subject to adjustment on 4/01/22, and every 3 years after that for cases begun on or after the date of adjustment. $ 0.00

30. **Additional food and clothing expense.** The monthly amount by which your actual food and clothing expenses are higher than the combined food and clothing allowances in the IRS National Standards. That amount cannot be more than 5% of the food and clothing allowances in the IRS National Standards.

To find a chart showing the maximum additional allowance, go online using the link specified in the separate instructions for this form. This chart may also be available at the bankruptcy clerk's office.

You must show that the additional amount claimed is reasonable and necessary. $ 0.00

31. **Continuing charitable contributions.** The amount that you will continue to contribute in the form of cash or financial instruments to a religious or charitable organization. 11 U.S.C. § 548(d)(3) and (4).

Do not include any amount more than 15% of your gross monthly income. $ 25.00

32. **Add all of the additional expense deductions.**
Add lines 25 through 31. $ 25.00

Deductions for Debt Payment

33. **For debts that are secured by an interest in property that you own, including home mortgages, vehicle loans, and other secured debt, fill in lines 33a through 33e.**

To calculate the total average monthly payment, add all amounts that are contractually due to each secured creditor in the 60 months after you file for bankruptcy. Then divide by 60.

			Average monthly payment
	Mortgages on your home		
33a.	Copy line 9b here	=>	$ 0.00
	Loans on your first two vehicles		
33b.	Copy line 13b here	=>	$ 300.00
33c.	Copy line 13e here	=>	$ 0.00

33d. List other secured debts

Name of each creditor for other secured debt	Identify property that secures the debt	Does payment include taxes or insurance?	
-NONE-		☐ No ☐ Yes	$
		☐ No ☐ Yes	$
		☐ No ☐ Yes +	$

33e. Total average monthly payment. Add lines 33a through 33d $ 300.00 Copy total here=> $ 300.00

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*)

34. **Are any debts that you listed in line 33 secured by your primary residence, a vehicle, or other property necessary for your support or the support of your dependents?**

■ No. Go to line 35.

☐ Yes. State any amount that you must pay to a creditor, in addition to the payments listed in line 33, to keep possession of your property (called the *cure amount*). Next, divide by 60 and fill in the information below.

Name of the creditor	Identify property that secures the debt	Total cure amount		Monthly cure amount
-NONE-		$	÷ 60 =	$
	Total	$ 0.00	Copy total here=>	$ 0.00

35. **Do you owe any priority claims - such as a priority tax, child support, or alimony - that are past due as of the filing date of your bankruptcy case?** 11 U.S.C. § 507.

☐ No. Go to line 36.

■ Yes. Fill in the total amount of all of these priority claims. Do not include current or ongoing priority claims, such as those you listed in line 19.

Total amount of all past-due priority claims $ 310.00 ÷ 60 $ 5.17

36. **Projected monthly Chapter 13 plan payment** $ 1,190.00

Current multiplier for your district as stated on the list issued by the Administrative Office of the United States Courts (for districts in Alabama and North Carolina) or by the Executive Office for United States Trustees (for all other districts). X 3.50

To find a list of district multipliers that includes your district, go online using the link specified in the separate instructions for this form. This list may also be available at the bankruptcy clerk's office.

Average monthly administrative expense $ 41.65 Copy total here=> $ 41.65

37. **Add all of the deductions for debt payment.** $ 346.82

Add lines 33e through 36.

Total Deductions from Income

38. **Add all of the allowed deductions.**

Copy line 24, *All of the expenses allowed under IRS expense allowances*	$	4,683.96
Copy line 32, *All of the additional expense deductions*	$	25.00
Copy line 37, *All of the deductions for debt payment*	+$	346.82
Total deductions	$	5,055.78

Copy total here=> $ 5,055.78

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Debtor 1 Fawn [redacted] Fenton Case number (*if known*)

Part 2: Determine Your Disposable Income Under 11 U.S.C. § 1325(b)(2)

39. **Copy your total current monthly income from line 14 of Form 122C-1, *Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period.*** $ 7,500.00

40. **Fill in any reasonably necessary income you receive for support for dependent children.** The monthly average of any child support payments, foster care payments, or disability payments for a dependent child, reported in Part I of Form 122C-1, that you received in accordance with applicable nonbankruptcy law to the extent reasonably necessary to be expended for such child. $ 0.00

41. **Fill in all qualified retirement deductions.** The monthly total of all amounts that your employer withheld from wages as contributions for qualified retirement plans, as specified in 11 U.S.C. § 541(b)(7) plus all required repayments of loans from retirement plans, as specified in 11 U.S.C. § 362(b)(19). $ 0.00

42. **Total of all deductions allowed under 11 U.S.C. § 707(b)(2)(A).** Copy line 38 here => $ 5,055.78

43. **Deduction for special circumstances.** If special circumstances justify additional expenses and you have no reasonable alternative, describe the special circumstances and their expenses. You must give your case trustee a detailed explanation of the special circumstances and documentation for the expenses.

Describe the special circumstances	Amount of expense
	$
	$
	$

Total $ 0.00 Copy here=> $ 0.00

44. **Total adjustments.** Add lines 40 through 43 => $ 5,055.78 Copy here=> -$ 5,055.78

45. **Calculate your monthly disposable income under § 1325(b)(2).** Subtract line 44 from line 39. $ 2,444.22

Part 3: Change in Income or Expenses

46. **Change in income or expenses.** If the income in Form 122C-1 or the expenses you reported in this form have changed or are virtually certain to change after the date you filed your bankruptcy petition and during the time your case will be open, fill in the information below. For example, if the wages reported increased after you filed your petition, check 122C-1 in the first column, enter line 2 in the second column, explain why the wages increased, fill in when the increase occurred, and fill in the amount of the increase.

Form	Line	Reason for change	Date of change	Increase or decrease?	Amount of change
☐ 122C-1				☐ Increase	
☐ 122C-2				☐ Decrease	$
☐ 122C-1				☐ Increase	
☐ 122C-2				☐ Decrease	$
☐ 122C-1				☐ Increase	
☐ 122C-2				☐ Decrease	$
☐ 122C-1				☐ Increase	
☐ 122C-2				☐ Decrease	$

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) _____

Part 4: Sign Below

By signing here, under penalty of perjury you declare that the information on this statement and in any attachments is true and correct.

X **/s/ Fawn [redacted] Fenton**
Fawn [redacted] Fenton
Signature of Debtor 1

Date **April 26, 2019**
MM / DD / YYYY

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Certificate Number: 15725-TNM-CC-032535372

15725-TNM-CC-032535372

CERTIFICATE OF COUNSELING

I CERTIFY that on April 1, 2019, at 3:36 o'clock PM EDT, Fawn Fenton received from 001 Debtorcc, Inc., an agency approved pursuant to 11 U.S.C. § 111 to provide credit counseling in the Middle District of Tennessee, an individual [or group] briefing that complied with the provisions of 11 U.S.C. §§ 109(h) and 111.

A debt repayment plan was not prepared. If a debt repayment plan was prepared, a copy of the debt repayment plan is attached to this certificate.

This counseling session was conducted by internet.

Date: April 1, 2019 By: /s/Landes Thomas

Name: Landes Thomas

Title: Counselor

* Individuals who wish to file a bankruptcy case under title 11 of the United States Bankruptcy Code are required to file with the United States Bankruptcy Court a completed certificate of counseling from the nonprofit budget and credit counseling agency that provided the individual the counseling services and a copy of the debt repayment plan, if any, developed through the credit counseling agency. *See* 11 U.S.C. §§ 109(h) and 521(b).

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:		
Fawn [redacted] Fenton	CHAPTER	13
[redacted]	CASE NO:	19-02693
Brentwood, TN 37027	JUDGE	WALKER
SSN: XXX-XX-2065		

Debtor

CERTIFICATE OF SERVICE

I certify that on this 26TH day of April, 2019, I served a copy of the foregoing Chapter 13 Plan in the following manner:

Email by Electronic Case Noticing to:

Asst. U.S. Trustee
Henry E. Hildebrand, III, Chapter 13 Trustee

By U.S. Postal Service, Certified Mail to:

By U.S. Postal Service, postage prepaid to:

BanCorp South
Attn: Officer Manager or Agent
914 Murfreesboro Road
Franklin TN 37067-0000

Bank of America, NA
Attn: Officer Manager or Agent
4909 Savarese Circle
Tampa FL 33634-0000

Toyota Motor Credit Co.
Attn Officer Manager or Agent
5005 N River Blvd. NE
Cedar Rapids IA 52411-6634

0 TOTAL CERTIFIED MAILINGS: $0.00
3 TOTAL USPS MAILINGS: $3.00

Respectfully submitted

/s/ Mary Beth Ausbrooks
Mary Beth Ausbrooks

Debtor Fawn [redacted] Fenton
United States Bankruptcy Court for the MIDDLE DISTRICT OF TENNESSEE
[Bankruptcy district]

☐ Check if this is an amended plan

Case number: _____

Chapter 13 Plan

Part 1 Notices

To Debtor(s): This form sets out options that are appropriate in some cases but not in others. The presence of an option does not indicate that the option is appropriate in your circumstances.

To Creditors: Your rights are affected by this plan. Your claim may be reduced, modified, or eliminated.

If you oppose the treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 5 days before the meeting of creditors or raise an objection on the record at the meeting of creditors. The Bankruptcy Court may confirm this plan without further notice if no timely objection to confirmation is made. In addition, a timely proof of claim must be filed before your claim will be paid under the plan.

Debtor(s) must check one box on each line to state whether the plan includes each of the following items. If an item is not checked as "Included" or if both boxes are checked, the provision will not be effective if set out later in the plan.

1.1	**A limit on the amount of a secured claim, set out in § 3.2, which may result in partial payment or no payment to the secured creditor.**	☑ **Included**	☐ **Not Included**
1.2	**Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in § 3.4.**	☐ **Included**	☑ **Not Included**
1.3	**Nonstandard provisions, set out in Part 9.**	☑ **Included**	☐ **Not Included**

Part 2 Plan Payments and Length of Plan

2.1 Debtor(s) will make payments to the trustee as follows:

Payments made by	Amount of each payment	Frequency of payments	Duration of payments	Method of payment
☑ Debtor 1 ☐ Debtor 2	$595.00	Semi-Monthly	60 months	☑ Debtor will make payment directly to trustee ☐ Debtor consents to payroll deduction from: _____

2.2 Income tax refunds.
Check one.

☑ Debtor(s) will retain any income tax refunds received during the plan term.

☐ Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will turn over to the trustee all income tax refunds received during the plan term.

☐ Debtor(s) will treat income refunds as follows:

_____

2.3 Additional payments.
Check one.

☑ **None.** If "None" is checked, the rest of § 2.3 need not be completed or reproduced.

2.4 The total amount of estimated payments to the trustee provided for in §§ 2.1 and 2.3 is $100%.

Part 3 Treatment of Secured Claims

3.1 Maintenance of payments and cure of default. Check one.

☐ **None.** If "None" is checked, the rest of § 3.1 need not be completed or reproduced.

☑ Installment payments on the secured claims listed below will be maintained, and any arrearage through the month of confirmation will be paid in full as stated below. Both the installment payments and the amounts to cure the arrearage will be

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Debtor **Fawn [redacted] Fenton** Case number

disbursed by the trustee.

Amounts stated on a proof of claim filed in accordance with the Bankruptcy Rules control over any contrary amounts listed below as to the current installment payment and arrearage. After confirmation of the plan, the trustee shall adjust the installment payments below in accordance with any such proof of claim and any Notice of Mortgage Payment Change filed under Rule 3002.1. The trustee shall adjust the plan payment in Part 2 in accordance with any adjustment to an installment payment and shall file a notice of the adjustment and deliver a copy to the debtor, the debtor's attorney, the creditor, and the U.S. Trustee, but if an adjustment is less than $25 per month, the trustee shall have the discretion to adjust only the installment payment without adjusting the payments under Part 2. The trustee is further authorized to pay any postpetition fee, expense, or charge, notice of which is filed under Bankruptcy Rule 3002.1 and as to which no objection is raised, at the same disbursement level as the arrearage.

Confirmation of this Plan imposes on any claim holder listed below the obligation to:

- Apply arrearage payments received from the trustee only to such arrearages.
- Treat the obligation as current at confirmation such that future payments, if made pursuant to the plan, shall not be subject to late fees, penalties, or other charges.

If relief from the automatic stay is ordered as to any collateral listed below, all payments under this section to creditors secured by that collateral will cease.

Name of Creditor	Collateral	Current installment payment (including escrow)	Amount of arrearage, if any	Interest rate on arrearage (if applicable)	Monthly payment on arrearage, if any
BanCorp South	**1986 Sunny Side Drive Brentwood, TN 37027 Williamson County**	**See Nonstandard provisions, set out in Part 9.**	Prepetition: **$0.00** Gap payments: Last month in gap:	**0.00%**	**See Nonstandard provisions, set out in Part 9.**
Bank of America, NA	**1986 Sunny Side Drive Brentwood, TN 37027 Williamson County**	**See Nonstandard provisions, set out in Part 9.**	Prepetition: **$0.00** Gap payments: Last month in gap:	**0.00%**	**See Nonstandard provisions, set out in Part 9.**

3.2 Request for valuation of security and claim modification. *Check one.*

☐ **None.** If "None" is checked, the rest of § 3.2 need not be completed or reproduced.
The remainder of this paragraph will be effective only if the applicable box in§ 1. is checked.

☑ For each claim listed below, the debtor(s) request that the court determine the value of the creditor's interest in any property securing the claim based on the amount stated in the column headed Value securing claim. If this amount exceeds any allowed claim amount, the claim will be paid in full with interest at the rate stated below. If the amount is less than the allowed claim mount, the claim will be paid the full value securing the claim, with interest at the rate stated below.

The portion of any allowed claim that exceeds the value securing the claim will be treated as an unsecured claim under § 5.1. If the value securing a creditor's claim is listed below as zero or no value, the creditor's allowed claim will be treated entirely as an unsecured claim under § 5.1. The avoidance of any lien because it is not secured by any value must be addressed in Part 9. The mount of a creditor's total claim stated on a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary mount stated below.

The holder of any claim listed below as secured by any value will retain the lien until the earlier of:

(a) payment of the underlying debt determined under nonbankruptcy law, or

(b) discharge under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

If relief from the automatic stay is ordered as to any collateral listed below, all payments under this section to creditors secured by that collateral will cease.

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Name of creditor	Estimated amount of creditor's total claim	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Value securing claim	Interest rate	Monthly payment
Toyota Motor Credit Co.	$12,600.00	2017 Toyota Prius 23,000 miles VIN: JTDKBRFU2H3033495	$16,375.00	$0.00	$12,600.00	5.50%	$356.99 (Class 3)

3.3 Secured claims excluded from 11 U.S.C. § 506. *Check one.*

☑ **None**. If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

3.4 Lien avoidance. *Check one.*

☑ **None.** If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

3.5 Surrender of collateral. *Check one.*

☑ **None.** If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

Part 4: Treatment of Priority Claims (including Attorney's Fees and Domestic Support Obligations)

4.1 Attorney's fees.

The balance of the fees owed to the attorney for the debtor(s) is estimated to be **$4,250.00 (Class 3)**. The remaining fees and any additional fees that may be awarded shall be paid through the trustee as specified below. Check one.

☑ The attorney for the debtor(s) shall receive a monthly payment of **$770 (Class 3)**.

☐ The attorney for the debtor(s) shall receive available funds.

4.2 Domestic support obligations.

(a) Pre- and postpetition domestic support obligations to be paid in full. *Check one.*

☑ **None.** If "None" is checked, the rest of § 4.2(a) need not be completed or reproduced.

(b) Domestic support obligations assigned or owed to a governmental unit and paid less than full amount. *Check one.*

☑ **None.** If "None" is checked, the rest of § 4.2(b) need not be completed or reproduced.

4.3 Other priority claims. *Check one.*

☐ **None**. If "None" is checked, the rest of § 4.3 need not be completed or reproduced.

☑ The priority claims listed below will be paid in full through the trustee. Amounts stated on a proof of claim filed in accordance with the Bankruptcy Rules control over any contrary amounts listed below.

Name of Creditor	Estimated amount of claim to be paid
IRS Insolvency	$0.00 (Class 4)
Bankruptcy Court Clerk	$310.00 (Class 1 & 2)

Part 5: Treatment of Nonpriority Unsecured Claims and Postpetition Claims

5.1 Nonpriority unsecured claims not separately classified.

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata. If more than one option is checked, the option providing the largest payment will be effective. Check all that apply.

☐ The sum of $

☑ **100.00** % of the total amount of these claims. **(Class 5)**

☐ The funds remaining after disbursements have been made to all other creditors provided for in this plan.

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Debtor **Fawn [redacted] Fenton** Case number _____

5.2 Interest on allowed nonpriority unsecured claims not separately classified. *Check one.*

☑ **None.** If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

5.3 Maintenance of payments and cure of any default on nonpriority unsecured claims. *Check one.*

☑ **None.** If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

5.4 Separately classified nonpriority unsecured claims. *Check one.*

☑ **None.** If "None" is checked, the rest of § 5.4 need not be completed or reproduced.

5.5 Postpetition claims allowed under 11 U.S.C. § 1305.

Claims allowed under 11 U.S.C. § 1305 will be paid in full through the trustee.

Part 6: Executory Contracts and Unexpired Leases

6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected. *Check one.*

☑ **None.** If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

Part 7: Order of Distribution of Available Funds by Trustee

7.1 The trustee will make monthly disbursements of available funds in the order specified. Check one.

☐ **Regular order of distribution:**

a. Filing fees paid through the trustee

b. Current monthly payments on domestic support obligations

c. Other fixed monthly payments

If available funds in any month are not sufficient to disburse all fixed monthly payments due under the plan, the trustee will allocate available funds in the order specified below or pro rata if no order is specified. If available funds in any month are not sufficient to disburse any current installment payment due under § 3.1, the trustee will withhold the partial payment amount and treat the amount as available funds in the following month.

d. Disbursements without fixed monthly payments, except under §§ 5.1 and 5.5

The trustee will make these disbursements in the order specified below or pro rata if no order is specified.

e. Disbursements to nonpriority unsecured claims not separately classified (§ 5.1)

f. Disbursements to claims allowed under § 1305 (§ 5.5)

☑ **Alternative order of distribution:**

1. Filing Fee
2. Notice Fee
3. Monthly Payments on Secured Debts & Attorney's Fees
4. Priority Debts
5. General Unsecured Claims
6. §1305 Claims

Part 8: Vesting of Property of the Estate

8.1 Property of the estate will vest in the debtor(s) upon discharge or closing of the case, whichever occurs earlier, unless an alternative vesting date is selected below. Check the applicable box to select an alternative vesting date:
Check the appliable box:

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Debtor **Fawn [redacted] Fenton** Case number

☐ plan confirmation.
☑ other: **Entry of Discharge**

Part 9: Nonstandard Plan Provisions

Nonstandard provisions are required to be set forth below.

These plan provisions will be effective only if the applicable box in § 1.3 is checked.

Adequate Protection Payments:
Toyota Motor Credit Co. @ $25.00

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.

Confirmation of this Plan imposes upon any claimholder treated under § 3.1 and, holding as collateral, the residence of the Debtor(s), the obligation to: (i) Apply the payments received from the Trustee on pre-confirmation arrearages only to such arrearages. For purposes of this plan, the "pre-confirmation" arrears shall include all sums designated as pre-petition arrears in the allowed Proof of Claim plus any post-petition pre-confirmation payments due under the underlying mortgage debt not specified in the allowed Proof of Claim. (ii) Deem the mortgage obligation as current at confirmation such that future payments, if made pursuant to the plan, shall not be subject to late fees, penalties or other charges.

The Trustee may adjust the post-petition regular payments noted above and payments to the plan in paragraph 3 upon filing notice of such adjustment to debtor, debtor's attorney, creditor, and the U.S. Trustee where, and to the extent the underlying contract provides for modification.

The Trustee is authorized to pay any post-petition fees, expenses, and charges, notice of which is filed pursuant to Rule 3002.1, F.R.B.P. and as to which no objection is raised, at the same disbursement level as the arrears claim noted above.

Part 10: Signatures:

X **/s/ Mary Beth Ausbrooks** Date **April 26, 2019**
Mary Beth Ausbrooks
Signature of Attorney for Debtor(s)

X **/s/ Fawn [redacted] Fenton** Date **April 26, 2019**
Fawn [redacted] Fenton

X Date

Signature(s) of Debtor(s) (required if not represented by an attorney; otherwise optional)

By filing this document, the Attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in the form required under the Local Rules for the Bankruptcy Court for the Middle District of Tennessee, other than any nonstandard provisions included in Part 9.

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Form oinst

United States Bankruptcy Court

MIDDLE DISTRICT OF TENNESSEE

Case No. 3:19-bk-02693

Chapter 13

In re:
Fawn [redacted] Fenton
[redacted]
Brentwood, TN 37027

Social Security No.:
xxx-xx-2065

Employer's Tax I.D. No.:

Order Approving Payment of Filing Fees in Installments

The debtor has filed an application and affidavit stating the terms for paying the filing fees in this case in installments.

IT IS ORDERED that the debtor shall pay the filing fee in the amount of $ 310.00 by cash, money order or cashiers check made payable to the Clerk of the US Bankruptcy Court, 701 Broadway, Suite 170, Nashville, TN 37203 within 120 days of the original filing of the petition

IT IS FURTHER ORDERED that until the filing fee is paid in full the debtor(s) shall not make any additional payment or transfer any additional property to an attorney or any other person for services in connection with this case.

BY THE COURT

Dated: 4/26/19

/s/ Charles M Walker
United States Bankruptcy Judge

Case 1:23-cv-01097-PLM-RSK ECF No. 1-8, PageID.168 Filed 10/13/23 Page 95 of 150

KMD

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:
FAWN [redacted] FENTON
[redacted] CIRLCE
BRENTWOOD, TN 37027

SSN XXX-XX-2065

CASE NO. 19-02693-CW3-13
04/29/2019

ORDER TO PAY TRUSTEE

The debtor named above has filed a petition for relief under Chapter 13 of the Bankruptcy code and has submitted all future income to the jurisdiction of the United States Bankruptcy Court.

IT IS , THEREFORE, ORDERED that until further order of this Court, the debtor named above shall pay the sum of **$595.00 SEMI-MONTHLY** and each succeeding period thereafter to the Trustee at least monthly.

MAKE CHECKS PAYABLE AND MAIL PAYMENTS TO:	PLEASE INCLUDE ON ALL PAYMENTS:	FOR INQUIRIES:
CHAPTER 13 TRUSTEE P O BOX 340019 NASHVILLE, TN 37203	NAME: FAWN [redacted] FENTON CASE NUMBER: 319-02693	PHONE: 615-244-1101 800-231-5928 FAX: 615-242-3241

IT IS FURTHER ORDERED, that all funds forwarded to the Trustee shall be by money order, cashiers check or certified funds.

IT IS FURTHER ORDERED, that the payments required herein are to commence IMMEDIATELY UPON RECEIPT of this order.

IT IS FURTHER ORDERED, that this order supercedes previous orders to the debtor to make payments to the Trustee in this case.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

cc: FAWN [redacted] FENTON
ROTHSCHILD AND AUSBROOKS PLLC
PAID DIRECT BY DEBTOR

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 4/30/2019

KMD

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:
FAWN [redacted] FENTON
[redacted]
BRENTWOOD, TN 37027

SSN XXX-XX-2065

CASE NO. 19-02693-CW3-13
04/29/2019

ORDER TO PAY TRUSTEE

The debtor named above has filed a petition for relief under Chapter 13 of the Bankruptcy code and has submitted all future income to the jurisdiction of the United States Bankruptcy Court.

IT IS , THEREFORE, ORDERED that until further order of this Court, the debtor named above shall pay the sum of **$595.00 SEMI-MONTHLY** and each succeeding period thereafter to the Trustee at least monthly.

MAKE CHECKS PAYABLE AND MAIL PAYMENTS TO:	PLEASE INCLUDE ON ALL PAYMENTS:	FOR INQUIRIES:
CHAPTER 13 TRUSTEE P O BOX 340019 NASHVILLE, TN 37203	NAME: FAWN TIFFANY FENTON CASE NUMBER: 319-02693	PHONE: 615-244-1101 800-231-5928 FAX: 615-242-3241

IT IS FURTHER ORDERED, that all funds forwarded to the Trustee shall be by money order, cashiers check or certified funds.

IT IS FURTHER ORDERED, that the payments required herein are to commence IMMEDIATELY UPON RECEIPT of this order.

IT IS FURTHER ORDERED, that this order supercedes previous orders to the debtor to make payments to the Trustee in this case.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

cc: FAWN [redacted] FENTON
ROTHSCHILD AND AUSBROOKS PLLC
PAID DIRECT BY DEBTOR

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

Information to identify the case:

Debtor 1	Fawn [redacted] Fenton	Social Security number or ITIN	xxx-xx-2065
	First Name Middle Name Last Name	EIN	__-_____
Debtor 2 (Spouse, if filing)	First Name Middle Name Last Name	Social Security number or ITIN	____
		EIN	__-_____
United States Bankruptcy Court	MIDDLE DISTRICT OF TENNESSEE	Date case filed for chapter	13 4/26/19
Case number:	3:19-bk-02693		

Official Form 309I

Notice of Chapter 13 Bankruptcy Case

12/17

For the debtors listed above, a case has been filed under chapter 13 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtors, the debtors' property, and certain codebtors. For example, while the stay is in effect, creditors cannot sue, garnish wages, assert a deficiency, repossess property, or otherwise try to collect from the debtors. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although debtors can ask the court to extend or impose a stay.

Confirmation of a chapter 13 plan may result in a discharge. Creditors who assert that the debtors are not entitled to a discharge under 11 U.S.C. § 1328(f) must file a motion objecting to discharge in the bankruptcy clerk's office within the deadline specified in this notice. Creditors who want to have their debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office by the same deadline. (See line 13 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court.

	About Debtor 1:	About Debtor 2:
1. **Debtor's full name**	Fawn [redacted] Fenton	
2. **All other names used in the last 8 years**	[redacted] [redacted]	
3. **Address**	[redacted] Brentwood, TN 37027	
4. **Debtor's attorney** Name and address	MARY ELIZABETH AUSBROOKS ROTHSCHILD & AUSBROOKS 1222 16TH AVE SO STE 12 NASHVILLE, TN 37212-2926	Contact phone: 615-242-3996 Email: marybeth@rothschildbklaw.com
5. **Bankruptcy trustee** Name and address	HENRY EDWARD HILDEBRAND III OFFICE OF THE CHAPTER 13 TRUSTEE PO BOX 340019 NASHVILLE, TN 37203-0019	Contact phone: 615 244-1101 Email: None
6. **Bankruptcy clerk's office** Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at www.pacer.gov.	701 Broadway Room 170 Nashville, TN 37203	Hours open: 8:00AM-4:00PM Monday-Friday Contact phone: 615-736-5584 Date: 4/30/19

For more information, see page 2

Debtor **Fawn [redacted] Fenton** Case number **3:19-bk-02693**

7. Meeting of creditors Debtors must attend the meeting to be questioned under oath. In a joint case, both spouses must attend. Creditors may attend, but are not required to do so.	**June 11, 2019 at 11:00 AM** The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket. ***** Valid photo identification required *****	**Location:** **Customs House, 701 Broadway, Room 100, Nashville, TN 37203**
8. Deadlines The bankruptcy clerk's office must receive these documents and any required filing fee by the following deadlines.	**Deadline to file a complaint to challenge dischargeability of certain debts:** **You must file:** • a motion if you assert that the debtors are not entitled to receive a discharge under U.S.C. § 1328(f) or • a complaint if you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4).	**Filing deadline: 8/12/19**
	Deadline for all creditors to file a proof of claim (except governmental units):	**Filing deadline: 7/5/19**
	Deadline for governmental units to file a proof of claim:	**Filing deadline: 10/23/19**
	Deadlines for filing proof of claim: A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at www.uscourts.gov or any bankruptcy clerk's office. If you do not file a proof of claim by the deadline, you might not be paid on your claim. To be paid, you must file a proof of claim even if your claim is listed in the schedules that the debtor filed. Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.	
	Deadline to object to exemptions: The law permits debtors to keep certain property as exempt. If you believe that the law does not authorize an exemption claimed, you may file an objection.	**Filing deadline:** 30 days after the *conclusion* of the meeting of creditors
9. Filing of plan	If the debtor has filed a plan, it is enclosed. Any written objection must be filed at least 5 calendar days before the meeting of creditors. An oral objection may be raised at the meeting of creditors. If a timely objection is made, the confirmation hearing will be held on: **7/15/19 at 08:30 AM**, Location: **Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203**. If no timely objection is made, the plan may be confirmed as unopposed.	
10. Creditors with a foreign address	If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadline in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.	
11. Filing a chapter 13 bankruptcy case	Chapter 13 allows an individual with regular income and debts below a specified amount to adjust debts according to a plan. A plan is not effective unless the court confirms it. You may object to confirmation of the plan and appear at the confirmation hearing. A copy of the plan, if not enclosed, will be sent to you later, and if the confirmation hearing is not indicated on this notice, you will be sent notice of the confirmation hearing. The debtor will remain in possession of the property and may continue to operate the business, if any, unless the court orders otherwise.	
12. Exempt property	The law allows debtors to keep certain property as exempt. Fully exempt property will not be sold and distributed to creditors, even if the case is converted to chapter 7. Debtors must file a list of property claimed as exempt. You may inspect that list at the bankruptcy clerk's office or online at www.pacer.gov. If you believe that the law does not authorize an exemption that debtors claimed, you may file an objection by the deadline.	
13. Discharge of debts	Confirmation of a chapter 13 plan may result in a discharge of debts, which may include all or part of a debt. However, unless the court orders otherwise, the debts will not be discharged until all payments under the plan are made. A discharge means that creditors may never try to collect the debt from the debtors personally except as provided in the plan. If you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4), you must file a complaint and pay the filing fee in the bankruptcy clerk's office by the deadline. If you believe that the debtors are not entitled to a discharge of any of their debts under 11 U.S.C. § 1328(f), you must file a motion by the deadline.	

Case 1:23-cv-01097-PLM-RSK ECF No. 1-8, PageID.172 Filed 10/13/23 Page 99 of 150

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE

IN RE:	**: CASE NO: 19-02693-CMW**
	: CHAPTER: 13
	:
FAWN [redacted] FENTON	**:**
Debtor	**:**
	:

NOTICE OF APPEARANCE AND REQUEST FOR SERVICE OF ALL NOTICES

BANK OF AMERICA, N.A. (hereinafter referred to as "Creditor") hereby enters its appearance and the law firm of Rubin Lublin TN, PLLC, pursuant to Bankruptcy Rules 2002 and 9010, hereby enters their appearance as attorneys for Creditor with regard to all matters and proceedings, pleadings and complaints and adversary proceedings filed in connection with the above-referenced case, showing counsel's name, office address and telephone number as follows:

Natalie Brown, Esq.
Rubin Lublin TN, PLLC
119 S. Main Street, Suite 500
Memphis, TN 38103
(877) 813-0992
nbrown@rubinlublin.com

and hereby requests that the Clerk of Court add the Law Firm to the mailing matrix for said Creditor.

Case 1:23-cv-01097-PLM-RSK ECF No. 1-8, PageID.173 Filed 10/13/23 Page 100 of 150

PLEASE TAKE FURTHER NOTICE that this request is made without submitting to the jurisdiction of the Court, without waiving service of process or otherwise waiving any rights.

Respectfully submitted,

Rubin Lublin TN, PLLC

By:/s/ Natalie Brown
Natalie Brown
TN BPR No. 022452
Rubin Lublin TN, PLLC
119 S. Main Street, Suite 500
Memphis, TN 38103
(877) 813-0992
nbrown@rubinlublin.com
Attorney for Creditor

CERTIFICATE OF SERVICE

This is to certify that I have this day served the foregoing by depositing same in the U.S. Mail, with adequate postage affixed thereon to the said parties as follows:

MARY ELIZABETH AUSBROOKS
1222 16TH AVE SO
STE 12
NASHVILLE, TN 37212-2926

Henry Edward Hildebrand, III, Trustee
Office of the Chapter 13 Trustee
PO BOX 340019
Nashville, TN 37203

This 1st day of May, 2019

/s/ Natalie Brown
Natalie Brown
TN BPR No. 022452
Rubin Lublin TN, PLLC
119 S. Main Street, Suite 500
Memphis, TN 38103
(877) 813-0992
nbrown@rubinlublin.com
Attorney for Creditor

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0650-3 User: jmw0113 Page 1 of 1 Date Rcvd: Apr 30, 2019
Form ID: 309I Total Noticed: 15

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 02, 2019.

db +Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027-4628
6897904 +Ascend Federal Credit Union, Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388-1210
6897905 +BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road, Franklin TN 37064-3003
6897907 +Bank of America, NA, Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
6897902 Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12, Nashville, TN 37212-2926
6897913 +US Attorney General, US Department of Justice, 950 Pennsylvania Avenue, Washington DC 20530-0009
6897914 +[redacted] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C, Nashville TN 37215-2963

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

aty E-mail/Text: marybeth@rothschildbklaw.com May 01 2019 02:07:59 MARY ELIZABETH AUSBROOKS, ROTHSCHILD & AUSBROOKS, 1222 16TH AVE SO, STE 12, NASHVILLE, TN 37212-2926
tr E-mail/Text: HHecf@ch13nsh.com May 01 2019 02:09:15 HENRY EDWARD HILDEBRAND, III, OFFICE OF THE CHAPTER 13 TRUSTEE, PO BOX 340019, NASHVILLE, TN 37203-0019
6897903 +EDI: AMEREXPR.COM May 01 2019 06:03:00 American Express, Attn: Officer Manager or Agent, PO Box 981537, El Paso TX 79998-1537
6897906 EDI: BANKAMER.COM May 01 2019 06:03:00 Bank of America, Attn: Officer Manager or Agent, PO Box 982238, El Paso TX 79998
6897908 EDI: CAPITALONE.COM May 01 2019 06:03:00 Capital One Bank USA NA, Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
6897909 +EDI: CHASE.COM May 01 2019 06:03:00 Chase Card, Attn: Officer Manager or Agent, PO Box 15298, Wilmington DE 19850-5298
6897911 +EDI: IRS.COM May 01 2019 06:03:00 IRS Insolvency, 801 Broadway Room 285, MDP 146, Nashville TN 37203-3811
6897912 EDI: TFSR.COM May 01 2019 06:03:00 Toyota Motor Credit Co., Attn Officer Manager or Agent, 5005 N River Blvd. NE, Cedar Rapids IA 52411-6634

TOTAL: 8

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****
6897901* +Fawn [redacted] Fenton, [redacted] Brentwood TN 37027-4628
6897910* IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346

TOTALS: 0, * 2, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 02, 2019 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 29, 2019 at the address(es) listed below:

HENRY EDWARD HILDEBRAND, III hhecf@ch13nsh.com
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 3

Information to identify the case:

Debtor 1	Fawn [redacted] Fenton First Name Middle Name Last Name	Social Security number or ITIN xxx-xx-2065 EIN __-_____
Debtor 2 (Spouse, if filing)	First Name Middle Name Last Name	Social Security number or ITIN ____ EIN __-_____
United States Bankruptcy Court	MIDDLE DISTRICT OF TENNESSEE	Date case filed for chapter 13 4/26/19
Case number:	3:19-bk-02693	

Official Form 309I

Notice of Chapter 13 Bankruptcy Case

12/17

For the debtors listed above, a case has been filed under chapter 13 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

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Confirmation of a chapter 13 plan may result in a discharge. Creditors who assert that the debtors are not entitled to a discharge under 11 U.S.C. § 1328(f) must file a motion objecting to discharge in the bankruptcy clerk's office within the deadline specified in this notice. Creditors who want to have their debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office by the same deadline. (See line 13 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court.

	About Debtor 1:	About Debtor 2:
1. **Debtor's full name**	Fawn [redacted] Fenton	
2. **All other names used in the last 8 years**	[redacted] [redacted]	
3. **Address**	[redacted] Brentwood, TN 37027	
4. **Debtor's attorney** Name and address	MARY ELIZABETH AUSBROOKS ROTHSCHILD & AUSBROOKS 1222 16TH AVE SO STE 12 NASHVILLE, TN 37212-2926	Contact phone: 615-242-3996 Email: marybeth@rothschildbklaw.com
5. **Bankruptcy trustee** Name and address	HENRY EDWARD HILDEBRAND III OFFICE OF THE CHAPTER 13 TRUSTEE PO BOX 340019 NASHVILLE, TN 37203-0019	Contact phone: 615 244-1101 Email: None
6. **Bankruptcy clerk's office** Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at www.pacer.gov.	701 Broadway Room 170 Nashville, TN 37203	Hours open: 8:00AM-4:00PM Monday-Friday Contact phone: 615-736-5584 Date: 4/30/19

For more information, see page 2

Debtor **Fawn [redacted] Fenton** Case number **3:19-bk-02693**

7. Meeting of creditors Debtors must attend the meeting to be questioned under oath. In a joint case, both spouses must attend. Creditors may attend, but are not required to do so.	**June 11, 2019 at 11:00 AM** The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket. ***** Valid photo identification required *****	**Location:** **Customs House, 701 Broadway, Room 100, Nashville, TN 37203**
8. Deadlines The bankruptcy clerk's office must receive these documents and any required filing fee by the following deadlines.	**Deadline to file a complaint to challenge dischargeability of certain debts:** **You must file:** • a motion if you assert that the debtors are not entitled to receive a discharge under U.S.C. § 1328(f) or • a complaint if you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4).	**Filing deadline: 8/12/19**
	Deadline for all creditors to file a proof of claim (except governmental units):	**Filing deadline: 7/5/19**
	Deadline for governmental units to file a proof of claim:	**Filing deadline: 10/23/19**
	Deadlines for filing proof of claim: A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at www.uscourts.gov or any bankruptcy clerk's office. If you do not file a proof of claim by the deadline, you might not be paid on your claim. To be paid, you must file a proof of claim even if your claim is listed in the schedules that the debtor filed. Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.	
	Deadline to object to exemptions: The law permits debtors to keep certain property as exempt. If you believe that the law does not authorize an exemption claimed, you may file an objection.	**Filing deadline:** 30 days after the *conclusion* of the meeting of creditors
9. Filing of plan	If the debtor has filed a plan, it is enclosed. Any written objection must be filed at least 5 calendar days before the meeting of creditors. An oral objection may be raised at the meeting of creditors. If a timely objection is made, the confirmation hearing will be held on: **7/15/19 at 08:30 AM**, Location: **Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203**. If no timely objection is made, the plan may be confirmed as unopposed.	
10. Creditors with a foreign address	If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadline in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.	
11. Filing a chapter 13 bankruptcy case	Chapter 13 allows an individual with regular income and debts below a specified amount to adjust debts according to a plan. A plan is not effective unless the court confirms it. You may object to confirmation of the plan and appear at the confirmation hearing. A copy of the plan, if not enclosed, will be sent to you later, and if the confirmation hearing is not indicated on this notice, you will be sent notice of the confirmation hearing. The debtor will remain in possession of the property and may continue to operate the business, if any, unless the court orders otherwise.	
12. Exempt property	The law allows debtors to keep certain property as exempt. Fully exempt property will not be sold and distributed to creditors, even if the case is converted to chapter 7. Debtors must file a list of property claimed as exempt. You may inspect that list at the bankruptcy clerk's office or online at www.pacer.gov. If you believe that the law does not authorize an exemption that debtors claimed, you may file an objection by the deadline.	
13. Discharge of debts	Confirmation of a chapter 13 plan may result in a discharge of debts, which may include all or part of a debt. However, unless the court orders otherwise, the debts will not be discharged until all payments under the plan are made. A discharge means that creditors may never try to collect the debt from the debtors personally except as provided in the plan. If you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4), you must file a complaint and pay the filing fee in the bankruptcy clerk's office by the deadline. If you believe that the debtors are not entitled to a discharge of any of their debts under 11 U.S.C. § 1328(f), you must file a motion by the deadline.	

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0650-3 User: jmw0113 Page 1 of 1 Date Rcvd: Apr 30, 2019
Form ID: pdf001 Total Noticed: 13

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 02, 2019.

db +Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027-4628
6897903 +American Express, Attn: Officer Manager or Agent, PO Box 981537, El Paso TX 79998-1537
6897904 +Ascend Federal Credit Union, Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388-1210
6897906 ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238 (address filed with court: Bank of America, Attn: Officer Manager or Agent, PO Box 982238, El Paso TX 79998)
6897905 +BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road, Franklin TN 37064-3003
6897907 +Bank of America, NA, Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
6897909 +Chase Card, Attn: Officer Manager or Agent, PO Box 15298, Wilmington DE 19850-5298
6897902 Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12, Nashville, TN 37212-2926
6897912 ++TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026 (address filed with court: Toyota Motor Credit Co., Attn Officer Manager or Agent, 5005 N River Blvd. NE, Cedar Rapids IA 52411-6634)
6897913 +US Attorney General, US Department of Justice, 950 Pennsylvania Avenue, Washington DC 20530-0009
6897914 +[redacted] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C, Nashville TN 37215-2963

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

6897908 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com May 01 2019 02:11:04 Capital One Bank USA NA, Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
6897911 +E-mail/Text: cio.bncmail@irs.gov May 01 2019 02:08:14 IRS Insolvency, 801 Broadway Room 285, MDP 146, Nashville TN 37203-3811

TOTAL: 2

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

6897901* +Fawn [redacted] Fenton, [redacted] Brentwood TN 37027-4628
6897910* IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346

TOTALS: 0, * 2, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 02, 2019 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 26, 2019 at the address(es) listed below:

MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 2

Debtor **Fawn [redacted] Fenton**
United States Bankruptcy Court for the **MIDDLE DISTRICT OF TENNESSEE**
[Bankruptcy district]

☐ Check if this is an amended plan

Case number: _____

Chapter 13 Plan

Part 1 Notices

To Debtor(s): This form sets out options that are appropriate in some cases but not in others. The presence of an option does not indicate that the option is appropriate in your circumstances.

To Creditors: Your rights are affected by this plan. Your claim may be reduced, modified, or eliminated.

If you oppose the treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 5 days before the meeting of creditors or raise an objection on the record at the meeting of creditors. The Bankruptcy Court may confirm this plan without further notice if no timely objection to confirmation is made. In addition, a timely proof of claim must be filed before your claim will be paid under the plan.

Debtor(s) must check one box on each line to state whether the plan includes each of the following items. If an item is not checked as "Included" or if both boxes are checked, the provision will not be effective if set out later in the plan.

1.1	**A limit on the amount of a secured claim, set out in § 3.2, which may result in partial payment or no payment to the secured creditor.**	☑ **Included**	☐ **Not Included**
1.2	**Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in § 3.4.**	☐ **Included**	☑ **Not Included**
1.3	**Nonstandard provisions, set out in Part 9.**	☑ **Included**	☐ **Not Included**

Part 2 Plan Payments and Length of Plan

2.1 Debtor(s) will make payments to the trustee as follows:

Payments made by	Amount of each payment	Frequency of payments	Duration of payments	Method of payment
☑ Debtor 1 ☐ Debtor 2	**$595.00**	**Semi-Monthly**	**60** months	☑ Debtor will make payment directly to trustee ☐ Debtor consents to payroll deduction from: _____

2.2 Income tax refunds.
Check one.

☑ Debtor(s) will retain any income tax refunds received during the plan term.

☐ Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will turn over to the trustee all income tax refunds received during the plan term.

☐ Debtor(s) will treat income refunds as follows:

_____

_____

2.3 Additional payments.
Check one.

☑ **None.** If "None" is checked, the rest of § 2.3 need not be completed or reproduced.

2.4 The total amount of estimated payments to the trustee provided for in §§ 2.1 and 2.3 is $100%.

Part 3 Treatment of Secured Claims

3.1 Maintenance of payments and cure of default. Check one.

☐ **None.** If "None" is checked, the rest of § 3.1 need not be completed or reproduced.
☑ Installment payments on the secured claims listed below will be maintained, and any arrearage through the month of confirmation will be paid in full as stated below. Both the installment payments and the amounts to cure the arrearage will be

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Debtor **Fawn [redacted] Fenton** Case number

disbursed by the trustee.

Amounts stated on a proof of claim filed in accordance with the Bankruptcy Rules control over any contrary amounts listed below as to the current installment payment and arrearage. After confirmation of the plan, the trustee shall adjust the installment payments below in accordance with any such proof of claim and any Notice of Mortgage Payment Change filed under Rule 3002.1. The trustee shall adjust the plan payment in Part 2 in accordance with any adjustment to an installment payment and shall file a notice of the adjustment and deliver a copy to the debtor, the debtor's attorney, the creditor, and the U.S. Trustee, but if an adjustment is less than $25 per month, the trustee shall have the discretion to adjust only the installment payment without adjusting the payments under Part 2. The trustee is further authorized to pay any postpetition fee, expense, or charge, notice of which is filed under Bankruptcy Rule 3002.1 and as to which no objection is raised, at the same disbursement level as the arrearage.

Confirmation of this Plan imposes on any claim holder listed below the obligation to:

- Apply arrearage payments received from the trustee only to such arrearages.
- Treat the obligation as current at confirmation such that future payments, if made pursuant to the plan, shall not be subject to late fees, penalties, or other charges.

If relief from the automatic stay is ordered as to any collateral listed below, all payments under this section to creditors secured by that collateral will cease.

Name of Creditor	Collateral	Current installment payment (including escrow)	Amount of arrearage, if any	Interest rate on arrearage (if applicable)	Monthly payment on arrearage, if any
BanCorp South	**1986 Sunny Side Drive Brentwood, TN 37027 Williamson County**	**See Nonstandard provisions, set out in Part 9.**	Prepetition: **$0.00** Gap payments: Last month in gap:	**0.00%**	**See Nonstandard provisions, set out in Part 9.**
Bank of America, NA	**1986 Sunny Side Drive Brentwood, TN 37027 Williamson County**	**See Nonstandard provisions, set out in Part 9.**	Prepetition: **$0.00** Gap payments: Last month in gap:	**0.00%**	**See Nonstandard provisions, set out in Part 9.**

3.2 Request for valuation of security and claim modification. *Check one.*

☐ **None.** If "None" is checked, the rest of § 3.2 need not be completed or reproduced.
The remainder of this paragraph will be effective only if the applicable box in§ 1. is checked.

☑ For each claim listed below, the debtor(s) request that the court determine the value of the creditor's interest in any property securing the claim based on the amount stated in the column headed Value securing claim. If this amount exceeds any allowed claim amount, the claim will be paid in full with interest at the rate stated below. If the amount is less than the allowed claim mount, the claim will be paid the full value securing the claim, with interest at the rate stated below.

The portion of any allowed claim that exceeds the value securing the claim will be treated as an unsecured claim under § 5.1. If the value securing a creditor's claim is listed below as zero or no value, the creditor's allowed claim will be treated entirely as an unsecured claim under § 5.1. The avoidance of any lien because it is not secured by any value must be addressed in Part 9. The mount of a creditor's total claim stated on a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary mount stated below.

The holder of any claim listed below as secured by any value will retain the lien until the earlier of:

(a) payment of the underlying debt determined under nonbankruptcy law, or

(b) discharge under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

If relief from the automatic stay is ordered as to any collateral listed below, all payments under this section to creditors secured by that collateral will cease.

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Debtor **Fawn [redacted] Fenton** Case number

Name of creditor	Estimated amount of creditor's total claim	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Value securing claim	Interest rate	Monthly payment
Toyota Motor Credit Co.	$12,600.00	2017 Toyota Prius 23,000 miles VIN: JTDKBRFU2H3033495	$16,375.00	$0.00	$12,600.00	5.50%	$356.99 (Class 3)

3.3 Secured claims excluded from 11 U.S.C. § 506. *Check one.*

☑ **None.** If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

3.4 Lien avoidance. *Check one.*

☑ **None.** If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

3.5 Surrender of collateral. *Check one.*

☑ **None.** If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

Part 4: Treatment of Priority Claims (including Attorney's Fees and Domestic Support Obligations)

4.1 Attorney's fees.

The balance of the fees owed to the attorney for the debtor(s) is estimated to be **$4,250.00 (Class 3)**. The remaining fees and any additional fees that may be awarded shall be paid through the trustee as specified below. Check one.

☑ The attorney for the debtor(s) shall receive a monthly payment of **$770 (Class 3)**.

☐ The attorney for the debtor(s) shall receive available funds.

4.2 Domestic support obligations.

(a) Pre- and postpetition domestic support obligations to be paid in full. *Check one.*

☑ **None.** If "None" is checked, the rest of § 4.2(a) need not be completed or reproduced.

(b) Domestic support obligations assigned or owed to a governmental unit and paid less than full amount. *Check one.*

☑ **None.** If "None" is checked, the rest of § 4.2(b) need not be completed or reproduced.

4.3 Other priority claims. *Check one.*

☐ **None.** If "None" is checked, the rest of § 4.3 need not be completed or reproduced.

☑ The priority claims listed below will be paid in full through the trustee. Amounts stated on a proof of claim filed in accordance with the Bankruptcy Rules control over any contrary amounts listed below.

Name of Creditor	Estimated amount of claim to be paid
IRS Insolvency	$0.00 (Class 4)
Bankruptcy Court Clerk	$310.00 (Class 1 & 2)

Part 5: Treatment of Nonpriority Unsecured Claims and Postpetition Claims

5.1 Nonpriority unsecured claims not separately classified.

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata. If more than one option is checked, the option providing the largest payment will be effective. Check all that apply.

☐ The sum of $

☑ **100.00** % of the total amount of these claims. **(Class 5)**

☐ The funds remaining after disbursements have been made to all other creditors provided for in this plan.

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Debtor **Fawn [redacted] Fenton** Case number _____

5.2 Interest on allowed nonpriority unsecured claims not separately classified. *Check one.*

☑ **None.** If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

5.3 Maintenance of payments and cure of any default on nonpriority unsecured claims. *Check one.*

☑ **None.** If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

5.4 Separately classified nonpriority unsecured claims. *Check one.*

☑ **None.** If "None" is checked, the rest of § 5.4 need not be completed or reproduced.

5.5 Postpetition claims allowed under 11 U.S.C. § 1305.

Claims allowed under 11 U.S.C. § 1305 will be paid in full through the trustee.

Part 6: Executory Contracts and Unexpired Leases

6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected. *Check one.*

☑ **None.** If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

Part 7: Order of Distribution of Available Funds by Trustee

7.1 The trustee will make monthly disbursements of available funds in the order specified. Check one.

☐ **Regular order of distribution:**

a. Filing fees paid through the trustee

b. Current monthly payments on domestic support obligations

c. Other fixed monthly payments

If available funds in any month are not sufficient to disburse all fixed monthly payments due under the plan, the trustee will allocate available funds in the order specified below or pro rata if no order is specified. If available funds in any month are not sufficient to disburse any current installment payment due under § 3.1, the trustee will withhold the partial payment amount and treat the amount as available funds in the following month.

d. Disbursements without fixed monthly payments, except under §§ 5.1 and 5.5

The trustee will make these disbursements in the order specified below or pro rata if no order is specified.

e. Disbursements to nonpriority unsecured claims not separately classified (§ 5.1)

f. Disbursements to claims allowed under § 1305 (§ 5.5)

☑ **Alternative order of distribution:**

1. **Filing Fee**
2. **Notice Fee**
3. **Monthly Payments on Secured Debts & Attorney's Fees**
4. **Priority Debts**
5. **General Unsecured Claims**
6. **§1305 Claims**

Part 8: Vesting of Property of the Estate

8.1 Property of the estate will vest in the debtor(s) upon discharge or closing of the case, whichever occurs earlier, unless an alternative vesting date is selected below. Check the applicable box to select an alternative vesting date:
Check the appliable box:

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Debtor **Fawn [redacted] Fenton** Case number _____

☐ plan confirmation.
☑ other: **Entry of Discharge**

Part 9: Nonstandard Plan Provisions

Nonstandard provisions are required to be set forth below.

These plan provisions will be effective only if the applicable box in § 1.3 is checked.

Adequate Protection Payments:
Toyota Motor Credit Co. @ $25.00

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.

Confirmation of this Plan imposes upon any claimholder treated under § 3.1 and, holding as collateral, the residence of the Debtor(s), the obligation to: (i) Apply the payments received from the Trustee on pre-confirmation arrearages only to such arrearages. For purposes of this plan, the "pre-confirmation" arrears shall include all sums designated as pre-petition arrears in the allowed Proof of Claim plus any post-petition pre-confirmation payments due under the underlying mortgage debt not specified in the allowed Proof of Claim. (ii) Deem the mortgage obligation as current at confirmation such that future payments, if made pursuant to the plan, shall not be subject to late fees, penalties or other charges.

The Trustee may adjust the post-petition regular payments noted above and payments to the plan in paragraph 3 upon filing notice of such adjustment to debtor, debtor's attorney, creditor, and the U.S. Trustee where, and to the extent the underlying contract provides for modification.

The Trustee is authorized to pay any post-petition fees, expenses, and charges, notice of which is filed pursuant to Rule 3002.1, F.R.B.P. and as to which no objection is raised, at the same disbursement level as the arrears claim noted above.

Part 10: Signatures:

X **/s/ Mary Beth Ausbrooks** Date **April 26, 2019**
Mary Beth Ausbrooks
Signature of Attorney for Debtor(s)

X **/s/ Fawn [redacted] Fenton** Date **April 26, 2019**
Fawn [redacted] Fenton

X _____ Date _____

Signature(s) of Debtor(s) (required if not represented by an attorney; otherwise optional)

By filing this document, the Attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in the form required under the Local Rules for the Bankruptcy Court for the Middle District of Tennessee, other than any nonstandard provisions included in Part 9.

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United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0650-3 User: slw0703 Page 1 of 1 Date Rcvd: Apr 30, 2019
Form ID: pdf001 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 02, 2019.
db +Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 02, 2019 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 30, 2019 at the address(es) listed below:
HENRY EDWARD HILDEBRAND, III hhecf@ch13nsh.com
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 3

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 4/30/2019

KMD

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:
FAWN [redacted] FENTON
[redacted]
BRENTWOOD, TN 37027

SSN XXX-XX-2065

CASE NO. 19-02693-CW3-13
04/29/2019

ORDER TO PAY TRUSTEE

The debtor named above has filed a petition for relief under Chapter 13 of the Bankruptcy code and has submitted all future income to the jurisdiction of the United States Bankruptcy Court.

IT IS , THEREFORE, ORDERED that until further order of this Court, the debtor named above shall pay the sum of **$595.00 SEMI-MONTHLY** and each succeeding period thereafter to the Trustee at least monthly.

MAKE CHECKS PAYABLE AND MAIL PAYMENTS TO:	PLEASE INCLUDE ON ALL PAYMENTS:	FOR INQUIRIES:
CHAPTER 13 TRUSTEE P O BOX 340019 NASHVILLE, TN 37203	NAME: FAWN [redacted] FENTON CASE NUMBER: 319-02693	PHONE: 615-244-1101 800-231-5928 FAX: 615-242-3241

IT IS FURTHER ORDERED, that all funds forwarded to the Trustee shall be by money order, cashiers check or certified funds.

IT IS FURTHER ORDERED, that the payments required herein are to commence IMMEDIATELY UPON RECEIPT of this order.

IT IS FURTHER ORDERED, that this order supercedes previous orders to the debtor to make payments to the Trustee in this case.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

cc: FAWN [redacted] FENTON
ROTHSCHILD AND AUSBROOKS PLLC
PAID DIRECT BY DEBTOR

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	)		
	)		
FAWN [redacted] FENTON	)	CHAPTER	13
[redacted]	)	CASE NO:	19-02693
BRENTWOOD, TN 37027	)	JUDGE	WALKER
SSN: XXX-XX-2065	)		
	)		
DEBTOR	)		

THE DEADLINE FOR FILING A TIMELY RESPONSE IS: JUNE 9, 2019.
IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE: JUNE 19, 2019, at 8:30 a.m. in Courtroom 1, Customs House, 701 Broadway, Nashville, TN 37203.

NOTICE OF OBJECTION TO CLAIM OF THE INTERNAL REVENUE SERVICE (ECF CLAIM #1)

Counsel for Debtor(s) has asked the court for the following relief: To disallow the claim of the IRS

YOUR RIGHTS MAY BE AFFECTED. If you do not want the court to grant the attached motion by entering the attached order, or if you want the court to consider your views on the motion, then on or before the response date stated above, you or your attorney must:

1. File with the court your response or objection explaining your position. **PLEASE NOTE: THE BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE REQUIRES ELECTRONIC FILING. ANY RESPONSE OR OBJECTION YOU WISH TO FILE MUST BE SUBMITTED ELECTRONICALLY. TO FILE ELECTRONICALLY, YOU OR YOUR ATTORNEY MUST GO TO THE COURT WEBSITE AND FOLLOW THE INSTRUCTIONS AT: <https://ecf.tnmb.uscourts.gov>** .

   If you need assistance with Electronic Filing you may call the Bankruptcy Court at (615) 736-5584. You may also visit the Bankruptcy Court in person at: US Bankruptcy Court, 701 Broadway, 1st Floor, Nashville, TN (Monday - Friday, 8:00 A.M. - 4:00 P.M.).

2. Your response must state that the deadline for filing responses, the date of the scheduled hearing and the motion to which you are responding is.

If a response is filed before the deadline stated above, the hearing will be held at the time and place indicated above. ***THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.*** You may check whether a timely response has been filed by calling the Clerk's office at (615) 736-5584 or viewing the case on the Court's website at <www.tnmb.uscourts.gov>.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion and may enter an order granting that relief.

Date: MAY 10, 2019

Signature: /s/ Mary Beth Ausbrooks
Name: Mary Beth Ausbrooks
Address: 1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	)		
	)		
FAWN [redacted] FENTON	)	CHAPTER	13
[redacted]	)	CASE NO:	19-02693
BRENTWOOD, TN 37027	)	JUDGE	WALKER
SSN: XXX-XX-2065	)		
	)		
DEBTOR	)		

DEBTOR'S OBJECTION TO CLAIM FILED BY THE INTERNAL REVENUE SERVICE

COMES the Debtor, through counsel, Rothschild & Ausbrooks, PLLC, and objects to the claim filed by the Internal Revenue Service with the Clerk of this Court on or about May 8, 2019, in the amount of $15,910.36 (ECF Claim #1) and in support states as follows:

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

2. As evidenced by the Sworn Statement attached hereto, after review of the notice from the IRS, it appears the Debtor's liability is less than claimed by the Internal Revenue Service.

WHEREFORE, based upon the foregoing, the Debtor respectfully objects to the claim of the Internal Revenue Service subject to its right to file an amended claim.

Respectfully submitted,

/s/ Mary Beth Ausbrooks
MARY BETH AUSBROOKS
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com

CERTIFICATE OF SERVICE

I certify that on this 10th day of May, 2019, I served a copy of the foregoing in the following manner:

Email by Electronic Case Noticing to:

Asst. U.S. Trustee
Henry E. Hildebrand, III, Chapter 13 Trustee

By U.S. Postal Service, postage prepaid to:

To the Debtor at the address provided above; to IRS Insolvency, ATTN: Officer Agent or Manager, P.O. Box 7346, Philadelphia, PA 19101-7346; to IRS Insolvency, ATTN: Valerie Ogilvie, 801 Broadway, MS MDP 146, Nashville, TN 37203; to TN Attorney General, P.O. Box 20207, Nashville, TN 37202; to US Attorney, 110 9th Ave S #A961, Nashville, TN 37203; and to US Attorney General, US Dept of Justice, 950 Pennsylvania Ave, Washington, DC 20530.

By U.S. Postal Service, Certified Mail to:

N/A

/s/ Mary Beth Ausbrooks
Mary Beth Ausbrooks-CMK

6 TOTAL USPS MAILINGS: $6.00

0 TOTAL CERTIFIED MAILINGS: $0.00

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	)		
	)		
FAWN [redacted] FENTON	)	CHAPTER	13
[redacted]	)	CASE NO:	19-02693
BRENTWOOD, TN 37027	)	JUDGE	WALKER
SSN: XXX-XX-2065	)		
	)		
DEBTOR	)		

STATEMENT OF MARY BETH AUSBROOKS

I, Mary Beth Ausbrooks, under penalty of perjury, state that I have reviewed the Court's Claim Registry and my review indicates to me that the claim filed by the Internal Revenue Service on May 8, 2019, (ECF Claim #1 on the Court's Claim Registry), includes estimated amounts due for 2015, 2016, and 2017 Form 1040 tax returns, and these specific returns have not been processed by the Internal Revenue Service and reflect a lesser amount owed. Signed this 10th day of May, 2019.

Respectfully submitted,

/s/ Mary Beth Ausbrooks

Mary Beth Ausbrooks
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	)		
	)		
FAWN [redacted] FENTON	)	CHAPTER	13
[redacted]	)	CASE NO:	19-02693
BRENTWOOD, TN 37027	)	JUDGE	WALKER
SSN: XXX-XX-2065	)		
	)		
DEBTOR			

ORDER SUSTAINING DEBTOR'S OBJECTION TO CLAIM OF THE INTERNAL REVENUE SERVICE

THIS MATTER IS BEFORE THE COURT upon the Debtor's Objection to Claim of the Internal Revenue Service (ECF Claim #2) with notice of proposed action having been given to all necessary parties pursuant to Local Rule No. 9013-1. It appearing that no objection had been filed in writing within thirty (30) days of the filing of the proposed action, the motion is well taken and shall be granted as follows:

1. The Debtor's objection to the claim of the Internal Revenue Service is hereby SUSTAINED.

2. The claim of the Internal Revenue Service (Claim #1) in the amount of $15,910.36 is hereby DISALLOWED subject to its right to file an amended claim after processing the transcripts and tax returns.

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY
AS INDICATED AT THE TOP OF THE FRONT PAGE

APPROVED FOR ENTRY:

/s/ Mary Beth Ausbrooks

Mary Beth Ausbrooks
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com

PROPOSED

FAWN

Form **1040** Department of the Treasury -- Internal Revenue Service (99) **U.S. Individual Income Tax Return** **2015** OMB No. 1545-0074 IRS Use Only -- Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2015, or other tax year beginning , 2015, ending , 20 See separate instructions.

JEFFREY R FENTON
FAWN [redacted] FENTON
1986 SUNNYSIDE DRIVE
BRENTWOOD TN 37027

Your social security number

Spouse's social security no.

▲ Make sure the SSN(s) above and on line 6c are correct.

Presidential Election Campaign
Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Filing Status Check only one box.

1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child

Exemptions
If more than four dependents, see inst. & check here ▶ ☐

6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a
b ☒ Spouse

Boxes checked on 6a and 6b: 2

c Dependents:

(1) First name / Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if child under age 17 qualifying for child tax credit (see inst.)

No. of children on 6c who: ● lived with you: 0 ● did not live with you due to divorce or separation (see inst.): 0
Dependents on 6c not entered above: 0

d Total number of exemptions claimed: Add numbers on lines above ▶ 2

Income

7	Wages, salaries, tips, etc. Attach Form(s) W-2		7	79,151
8a	Taxable interest. Attach Schedule B if required		8a	15
b	Tax-exempt interest. Do not include on line 8a	8b		
9a	Ordinary dividends. Attach Schedule B if required		9a	
b	Qualified dividends	9b		
10	Taxable refunds, credits, or offsets of state and local income taxes		10	
11	Alimony received		11	
12	Business income or (loss). Attach Schedule C or C-EZ		12	-2,354
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐		13	
14	Other gains or (losses). Attach Form 4797		14	
15a	IRA distributions	15a	b Taxable amount	15b
16a	Pensions and annuities	16a	b Taxable amount	16b
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E		17	233
18	Farm income or (loss). Attach Schedule F		18	
19	Unemployment compensation		19	
20a	Social security benefits	20a	b Taxable amount	20b
21	Other income. List type and amount		21	
22	Combine the amts. in the far right column for lines 7 through 21. This is your total income ▶		22	77,045

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

Adjusted Gross Income

23	Educator expenses	23		
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24		
25	Health savings account deduction. Attach Form 8889	25		
26	Moving expenses. Attach Form 3903	26		
27	Deductible part of self-employment tax. Attach Schedule SE	27		
28	Self-employed SEP, SIMPLE, and qualified plans	28		
29	Self-employed health insurance deduction	29		
30	Penalty on early withdrawal of savings	30		
31a	Alimony paid b Recipient's SSN ▶	31a		
32	IRA deduction	32		
33	Student loan interest deduction	33		
34	Tuition and fees. Attach Form 8917	34		
35	Domestic production activities ded. Attach Form 8903	35		
36	Add lines 23 through 35		36	0
37	Subtract line 36 from line 22. This is your adjusted gross income ▶		37	77,045

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions. Form **1040** (2015)

Form 1040 (2015) FENTON Page 2

Tax and Credits	38	Amount from line 37 (adjusted gross income)		38	77,045
	39a	Check if: ☐ You were born before January 2, 1951, ☐ Blind. ☐ Spouse was born before January 2, 1951, ☐ Blind. Total boxes checked ▶ 39a			
Standard Deduction for-- ● People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions. ● All others: Single or Married filing separately, $6,300 Married filing jointly or Qualifying widow(er), $12,600 Head of household, $9,250	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b ☐			
	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)		40	19,242
	41	Subtract line 40 from line 38		41	57,803
	42	Exemptions. If line 38 is $154,950 or less, multiply $4,000 by the number on line 6d. Otherwise, see instructions		42	8,000
	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-		43	49,803
	44	Tax (see instructions). Check if any from: a ☐ Form(s) 8814 b ☐ Form 4972 c ☐		44	6,551
	45	Alternative minimum tax (see instructions). Attach Form 6251		45	
	46	Excess advance premium tax credit repayment. Attach Form 8962		46	
	47	Add lines 44, 45 and 46 ▶		47	6,551
	48	Foreign tax credit. Attach Form 1116 if required	48		
	49	Credit for child & dependent care expenses. Attach Form 2441	49		
	50	Education credits from Form 8863, line 19	50		
	51	Retirement savings contributions credit. Attach Form 8880	51		
	52	Child tax credit. Attach Schedule 8812, if required	52		
	53	Residential energy credit. Attach Form 5695	53		
	54	Other credits from Form: a ☐ 3800 b ☐ 8801 c ☐	54		
	55	Add lines 48 through 54. These are your total credits		55	
	56	Subtract line 55 from line 47. If line 55 is more than line 47, enter -0- ▶		56	6,551
Other Taxes	57	Self-employment tax. Attach Schedule SE		57	
	58	Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8919		58	
	59	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required		59	
	60a	Household employment taxes from Schedule H		60a	
	b	First-time homebuyer credit repayment. Attach Form 5405 if required		60b	
	61	Health care: individual responsibility (see instructions) Full-year coverage ☒		61	
	62	Taxes from: a ☐ Form 8959 b ☐ Form 8960 c ☐ Instructions; enter code(s)		62	
	63	Add lines 56 through 62. This is your total tax ▶		63	6,551
Payments	64	Federal income tax withheld from Forms W-2 and 1099	64	9,464	
If you have a qualifying child, attach Schedule EIC.	65	2015 estimated tax payments & amt. applied from 2014 return	65	3,218	
	66a	Earned income credit (EIC)	66a		
	b	Nontaxable combat pay election 66b			
	67	Additional child tax credit. Attach Schedule 8812	67		
	68	American opportunity credit from Form 8863, line 8	68		
	69	Net premium tax credit. Attach Form 8962	69		
	70	Amount paid with request for extension to file	70		
	71	Excess social security and tier 1 RRTA tax withheld	71		
	72	Credit for federal tax on fuels. Attach Form 4136	72		
	73	Credits from Form: a ☐ 2439 b Reserved c ☐ 8885 d ☐	73		
	74	Add lines 64, 65, 66a, and 67 through 73. These are your total payments ▶		74	12,682
Refund	75	If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you overpaid		75	6,131
Direct deposit? See instructions.	76a	Amount of line 75 you want refunded to you. If Form 8888 is attached, check here ▶ ☐		76a	
	▶ b	Routing no. ▶ c Type: ☐ Checking ☐ Savings			
	▶ d	Account no.			
	77	Amt. of line 75 you want applied to your 2016 estimated tax ▶	77	6,131	
Amount You Owe	78	Amount you owe. Subtract line 74 from line 63. For details on how to pay, see instructions ▶		78	
	79	Estimated tax penalty (see instructions)	79		

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? ☐ Yes. Complete below. ☒ No

Designee's name ▶ Phone no. ▶ Personal identification number (PIN) ▶

Sign Here Joint return? See instructions. Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature	Date	Your occupation	Daytime phone number
		MARKETING	
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	If the IRS sent you an Identity Protection PIN, enter it here (see inst.)
		ARCHITECT	

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
PHYLLIS ELLIS		04-14-2019		

Firm's name ▶ HRB TAX GROUP INC Firm's EIN ▶ 431871840

Firm's address ▶ 4121 HILLSBORO PIKE NASHVILLE TN 37215 Phone no.

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SCHEDULE A (Form 1040)
Department of the Treasury Internal Revenue Service (99)

Itemized Deductions

▶ Information about Schedule A and its separate instructions is at www.irs.gov/scheduleA.
▶ Attach to Form 1040.

OMB No. 1545-0074
2015
Attachment Sequence No. **07**

Name(s) shown on Form 1040: JEFFREY R AND FAWN [redacted] FENTON
Your social security no.:

Medical and Dental Expenses	Caution: Do not include expenses reimbursed or paid by others.				
	1 Medical and dental expenses (see instructions)	1			
	2 Enter amount from Form 1040, line 38	2	77,045		
	3 Multiply line 2 by 10% (.10). But if either you or your spouse was born before January 2, 1951, multiply line 2 by 7.5% (.075) instead	3	7,705		
	4 Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-			4	0
Taxes You Paid	5 State and local (check only one box): a ☐ Income taxes, or b ☒ General sales taxes	5	1,448		
	6 Real estate taxes (see instructions)	6	1,711		
	7 Personal property taxes	7			
	8 Other taxes. List type and amount ▶	8			
	9 Add lines 5 through 8			9	3,159
Interest You Paid	10 Home mortgage interest and points reported to you on Form 1098	10	14,110		
	11 Home mortgage int. not reported to you on Form 1098. If paid to the person from whom you bought the home, see inst. and show that person's name, identifying no., and address ▶	11	0		
Note: Your mortgage interest deduction may be limited (see instructions).	12 Points not reported to you on Fm. 1098. See inst. for special rules	12			
	13 Mortgage insurance premiums (see instructions)	13			
	14 Investment interest. Attach Form 4952 if required. (See instructions.)	14			
	15 Add lines 10 through 14			15	14,110
Gifts to Charity If you made a gift and got a benefit for it, see instructions.	16 Gifts by cash or check. If you made any gift of $250 or more, see instructions	16	1,473		
	17 Other than by cash or check. If any gift of $250 or more, see instructions. You must attach Form 8283 if over $500	17	500		
	18 Carryover from prior year	18			
	19 Add lines 16 through 18			19	1,973
Casualty and Theft Losses	20 Casualty or theft loss(es). Attach Form 4684. (See instructions.)			20	0
Job Expenses and Certain Miscellaneous Deductions	21 Unreimbursed empl. exp. -- job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See inst.) ▶	21			
	22 Tax preparation fees	22			
	23 Other expenses -- investment, safe deposit box, etc. List type and amt. ▶	23			
	24 Add lines 21 through 23	24			
	25 Enter amount from Form 1040, line 38	25	77,045		
	26 Multiply line 25 by 2% (.02)	26	1,541		
	27 Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-			27	0
Other Miscellaneous Deductions	28 Other -- from list in instructions. List type and amount ▶			28	
Total Itemized Deductions	29 Is Form 1040, line 38, over $154,950? ☒ No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40. ☐ Yes. Your deduction may be limited. See the Itemized Deductions Worksheet in the instructions to figure the amount to enter.			29	19,242
	30 If you elect to itemize deductions even though they are less than your standard deduction, check here ▶ ☐				

For Paperwork Reduction Act Notice, see Form 1040 instructions. Schedule A (Form 1040) 2015

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SCHEDULE B (Form 1040A or 1040)

Department of the Treasury Internal Revenue Service (99)

Interest and Ordinary Dividends

▶ Attach to Form 1040A or 1040.

▶ Information about Schedule B and its instructions is at www.irs.gov/scheduleb.

OMB No. 1545-0074

2015

Attachment Sequence No. **08**

Name(s) shown on return: JEFFREY R AND FAWN [redacted] FENTON

Your social security no.:

Part I Interest

(See instructions for Form 1040A, or Form 1040, line 8a.)

Note. If you received a Form 1099-INT, Form 1099-OID, or substitute statement from a brokerage firm, list the firm's name as the payer and enter the total interest shown on that form.

			Amount
1	List name of payer. If any interest is from a seller-financed mortgage and the buyer used the property as a personal residence, see instructions and list this interest first. Also, show that buyer's social security number and address ▶ DEPT OF TREASURY	1	15
2	Add the amounts on line 1	2	15
3	Excludable interest on series EE and I U.S. savings bonds issued after 1989. Attach Form 8815	3	
4	Subtract line 3 from line 2. Enter the result here and on Form 1040A, or Form 1040, line 8a ▶	4	15

Note. If line 4 is over $1,500, you must complete Part III.

Part II Ordinary Dividends

(See instructions for Form 1040A, or Form 1040, line 9a.)

Note. If you received a Form 1099-DIV or substitute statement from a brokerage firm, list the firm's name as the payer and enter the ordinary dividends shown on that form.

			Amount
5	List name of payer ▶	5	
6	Add the amounts on line 5. Enter the total here and on Form 1040A, or Form 1040, line 9a ▶	6	0

Note. If line 6 is over $1,500, you must complete Part III.

Part III Foreign Accounts and Trusts

(See instructions.)

You must complete this part if you (a) had over $1,500 of taxable interest or ordinary dividends; (b) had a foreign account; or (c) received a distribution from, or were a grantor of, or a transferor to, a foreign trust.

		Yes	No
7a	At any time during 2015, did you have a financial interest in or signature authority over a financial account (such as a bank account, securities account, or brokerage account) located in a foreign country? See instructions		X
	If "Yes," are you required to file FinCEN Form 114, Report of Foreign Bank and Financial accounts (FBAR) to report that financial interest or signature authority? See FinCEN Form 114 and its instructions for filing requirements and exceptions to those requirements		
b	If you are required to file FinCEN Form 114, enter the name of the foreign country where the financial account is located ▶		
8	During 2015, did you receive a distribution from, or were you the grantor of, or transferor to, a foreign trust? If "Yes," you may have to file Form 3520. See instructions		X

#1

SCHEDULE C (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Profit or Loss From Business

(Sole Proprietorship)

▶ Information about Schedule C and its separate instructions is at www.irs.gov/schedulec.

▶ Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

OMB No. 1545-0074

2015

Attachment Sequence No. 09

Name of proprietor: JEFFREY R FENTON

Social security number (SSN):

A Principal business or profession, including product or service (see instructions): WEBSITE

B Enter code from instructions: ▶ 519100

C Business name. If no separate business name, leave blank.: METICULOUS MARKETING

D Employer ID no. (EIN), (see instr.):

E Business address (including suite or room no.) ▶ 1986 SUNNYSIDE DRIVE

City, town or post office, state, and ZIP code: BRENTWOOD TN 37027

F Accounting method: (1) [X] Cash (2) [ ] Accrual (3) [ ] Other (specify) ▶

G Did you "materially participate" in the operation of this business during 2015? If "No," see instructions for limit on losses ..... [X] Yes [ ] No

H If you started or acquired this business during 2015, check here ▶ [ ]

I Did you make any payments in 2015 that would require you to file Form(s) 1099? (see instructions) ..... [ ] Yes [X] No

J If "Yes," did you or will you file required Forms 1099? ..... [ ] Yes [ ] No

Part I Income

1	Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked ▶ [ ]	1	6,506
2	Returns and allowances	2	0
3	Subtract line 2 from line 1	3	6,506
4	Cost of goods sold (from line 42)	4	
5	**Gross profit.** Subtract line 4 from line 3	5	6,506
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7	**Gross income.** Add lines 5 and 6 ▶	7	6,506

Part II Expenses. Enter expenses for business use of your home only on line 30.

8	Advertising	8		18	Office expense (see instructions)	18	1,287
9	Car and truck expenses (see instructions)	9		19	Pension & profit-sharing plans	19	
10	Commissions and fees	10		20	Rent or lease (see instructions):		
11	Contract labor (see instructions)	11		a	Vehicles, machinery, and equipment	20a	
12	Depletion	12		b	Other business property	20b	919
13	Depreciation and section 179 expense deduction (not included in Part III) (see instr.)	13		21	Repairs and maintenance	21	
14	Employee benefit programs (other than on line 19)	14		22	Supplies (not included in Part III)	22	
15	Insurance (other than health)	15		23	Taxes and licenses	23	415
16	Interest:			24	Travel, meals, and entertainment:		
a	Mortgage (paid to banks, etc.)	16a		a	Travel	24a	
b	Other	16b	2,435	b	Deductible meals and entertainment (see instructions)	24b	
17	Legal and professional services	17	300	25	Utilities	25	
				26	Wages (less employment credits)	26	
				27a	Other expenses (from line 48)	27a	2,627
				b	Reserved for future use	27b	
28	**Total expenses** before expenses for business use of home. Add lines 8 through 27a ▶					28	7,983
29	Tentative profit or (loss). Subtract line 28 from line 7					29	-1,477
30	Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions). **Simplified method filers only:** enter the total square footage of: (a) your home: _____ and (b) the part of your home used for business: _____. Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30					30	877
31	**Net profit or (loss).** Subtract line 30 from line 29. • If a profit, enter on both **Form 1040, line 12** (or **Form 1040NR, line 13**) and on **Schedule SE, line 2.** (If you checked the box on line 1, see instructions). Estates and trusts, enter on **Form 1041, line 3.** • If a loss, you must go to line 32.					31	-2,354
32	If you have a loss, check the box that describes your investment in this activity (see instructions). • If you checked 32a, enter the loss on both **Form 1040, line 12,** (or **Form 1040NR, line 13**) and on **Schedule SE, line 2.** (If you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on **Form 1041, line 3.** • If you checked 32b, you must attach **Form 6198.** Your loss may be limited.					32a [X] All investment is at risk. 32b [ ] Some investment is not at risk.	

For Paperwork Reduction Act Notice, see the separate instructions. **Schedule C (Form 1040) 2015**

#1

Schedule C (Form 1040) 2015 FENTC

Part III Cost of Goods Sold (see instructions)

33 Method(s) used to value closing inventory: a ☐ Cost b ☐ Lower of cost or market c ☐ Other (attach explanation)

34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation ☐ Yes ☐ No

35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35	
36	Purchases less cost of items withdrawn for personal use	36	
37	Cost of labor. Do not include any amounts paid to yourself	37	
38	Materials and supplies	38	
39	Other costs	39	
40	Add lines 35 through 39	40	
41	Inventory at end of year	41	
42	**Cost of goods sold.** Subtract line 41 from line 40. Enter the result here and on line 4	42	

Part IV Information on Your Vehicle. Complete this part only if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (month, day, year) ▶ _____

44 Of the total number of miles you drove your vehicle during 2015, enter the number of miles you used your vehicle for:

a Business _____ b Commuting (see instructions) _____ c Other _____

45 Was your vehicle available for personal use during off-duty hours? ☐ Yes ☐ No

46 Do you (or your spouse) have another vehicle available for personal use? ☐ Yes ☐ No

47a Do you have evidence to support your deduction? ☐ Yes ☐ No

b If "Yes," is the evidence written? ☐ Yes ☐ No

Part V Other Expenses. List below business expenses not included on lines 8–26 or line 30.

DOMAIN NAME REGISTRATION	500
HOSTING	1,039
INTERNET VOIP	737
BUSINESS USE CELL PHONE	351

48 **Total other expenses.** Enter here and on line 27a 48 2,627

#1

SCHEDULE E (Form 1040)
Department of the Treasury
Internal Revenue Service (99)

Supplemental Income and Loss
(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)
▶ Attach to Form 1040, 1040NR, or Form 1041.
▶ Information about Schedule E and its separate instructions is at www.irs.gov/schedulee.

OMB No. 1545-0074
2015
Attachment Sequence No. 13

Name(s) shown on return: JEFFREY R AND FAWN [redacted] FENTON
Your social security number:

Part I Income or Loss From Rental Real Estate and Royalties Note: If you are in the business of renting personal property, use Schedule C or C-EZ (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40.

A	Did you make any payments in 2015 that would require you to file Form(s) 1099? (see instructions)	☐ Yes	☒ No
B	If "Yes," did you or will you file required Forms 1099?	☐ Yes	☐ No

1a	Physical address of each property (street, city, state, ZIP code)							
A	772 774 HUNTINGTON PARKWAY NASHVILLE TN 37211							
B								
C								

1b	Type of Property (from list below)	2 For each rental real estate property listed above, report the number of fair rental and personal use days. Check the QJV box only if you meet the requirements to file as a qualified joint venture. See instructions.		Fair Rental Days	Personal Use Days	QJV
A	2		A			☐
B			B			☐
C			C			☐

Type of Property:
1 Single Family Residence 3 Vacation/Short-Term Rental 5 Land 7 Self-Rental
2 Multi-Family Residence 4 Commercial 6 Royalties 8 Other (describe)

Income: / Properties:		A	B	C
3 Rents received	3	20,043		
4 Royalties received	4			
Expenses:				
5 Advertising	5			
6 Auto and travel (see instructions)	6			
7 Cleaning and maintenance	7	1,638		
8 Commissions	8			
9 Insurance	9	918		
10 Legal and other professional fees	10	200		
11 Management fees	11			
12 Mortgage interest paid to banks, etc. (see instructions)	12	7,703		
13 Other interest	13			
14 Repairs	14			
15 Supplies	15			
16 Taxes	16	2,060		
17 Utilities	17	1,468		
18 Depreciation expense or depletion	18	4,566		
19 Other (list) ▶ SEE ATTACHMENT	19	1,257		
20 Total expenses. Add lines 5 through 19	20	19,810		
21 Subtract line 20 from line 3 (rents) and/or 4 (royalties). If result is a (loss), see instructions to find out if you must file Form 6198	21	233		
22 Deductible rental real estate loss after limitation, if any, on Form 8582 (see instructions)	22	( )	( )	( )

23a	Total of all amounts reported on line 3 for all rental properties	23a	20,043
b	Total of all amounts reported on line 4 for all royalty properties	23b	
c	Total of all amounts reported on line 12 for all properties	23c	7,703
d	Total of all amounts reported on line 18 for all properties	23d	4,566
e	Total of all amounts reported on line 20 for all properties	23e	19,810

24	Income. Add positive amounts shown on line 21. Do not include any losses	24	233
25	Losses. Add royalty losses from line 21 and rental real estate losses from line 22. Enter total losses here	25	( )
26	Total rental real estate and royalty income or (loss). Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2	26	233

For Paperwork Reduction Act Notice, see the separate instructions. Schedule E (Form 1040) 2015

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Form **1040** Department of the Treasury—Internal Revenue Service (99) **U.S. Individual Income Tax Return** **2016** OMB No. 1545-0074 IRS Use Only—Do not write or staple in this space.

For the year Jan. 1–Dec. 31, 2016, or other tax year beginning , 2016, ending , 20 See separate instructions.

Your first name and initial	Last name	Your social security number
Fawn [redacted]	Fenton	
If a joint return, spouse's first name and initial	Last name	Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions. [redacted] Apt. no.

▲ Make sure the SSN(s) above and on line 6c are correct.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).

Brentwood, Tennessee 37027

Foreign country name | Foreign province/state/county | Foreign postal code

Presidential Election Campaign
Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Filing Status
Check only one box.

1 ☐ Single
2 ☐ Married filing jointly (even if only one had income)
3 ☑ Married filing separately. Enter spouse's SSN above and full name here. ▶ Jeffrey R Fenton
4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child

Exemptions

6a ☑ **Yourself.** If someone can claim you as a dependent, do not check box 6a
b ☐ **Spouse**

c Dependents: (1) First name Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if child under age 17 qualifying for child tax credit (see instructions)
			☐
			☐
			☐
			☐

If more than four dependents, see instructions and check here ▶ ☐

d Total number of exemptions claimed

Boxes checked on 6a and 6b: 1
No. of children on 6c who: • lived with you: • did not live with you due to divorce or separation (see instructions):
Dependents on 6c not entered above:
Add numbers on lines above ▶: 1

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

7	Wages, salaries, tips, etc. Attach Form(s) W-2		7	85744
8a	Taxable interest. Attach Schedule B if required		8a	0
b	Tax-exempt interest. Do not include on line 8a	8b		
9a	Ordinary dividends. Attach Schedule B if required		9a	
b	Qualified dividends	9b		
10	Taxable refunds, credits, or offsets of state and local income taxes		10	
11	Alimony received		11	
12	Business income or (loss). Attach Schedule C or C-EZ		12	
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐		13	
14	Other gains or (losses). Attach Form 4797		14	
15a	IRA distributions 15a	b Taxable amount	15b	
16a	Pensions and annuities 16a	b Taxable amount	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E		17	
18	Farm income or (loss). Attach Schedule F		18	
19	Unemployment compensation		19	
20a	Social security benefits 20a	b Taxable amount	20b	
21	Other income. List type and amount		21	
22	Combine the amounts in the far right column for lines 7 through 21. This is your **total income** ▶		22	85744

Adjusted Gross Income

23	Educator expenses	23		
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24		
25	Health savings account deduction. Attach Form 8889	25		
26	Moving expenses. Attach Form 3903	26		
27	Deductible part of self-employment tax. Attach Schedule SE	27		
28	Self-employed SEP, SIMPLE, and qualified plans	28		
29	Self-employed health insurance deduction	29		
30	Penalty on early withdrawal of savings	30		
31a	Alimony paid b Recipient's SSN ▶	31a		
32	IRA deduction	32		
33	Student loan interest deduction	33		
34	Tuition and fees. Attach Form 8917	34		
35	Domestic production activities deduction. Attach Form 8903	35		
36	Add lines 23 through 35		36	0
37	Subtract line 36 from line 22. This is your **adjusted gross income** ▶		37	85744

Form 1040 (2016) Page 2

Tax and Credits	38	Amount from line 37 (adjusted gross income)		38	85744
	39a	Check if: ☐ You were born before January 2, 1952, ☐ Blind. ☐ Spouse was born before January 2, 1952, ☐ Blind. Total boxes checked ▶ 39a			
	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b ☐			
Standard Deduction for— • People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions. • All others: Single or Married filing separately, $6,300 Married filing jointly or Qualifying widow(er), $12,600 Head of household, $9,300	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)		40	19696
	41	Subtract line 40 from line 38		41	66048
	42	Exemptions. If line 38 is $155,650 or less, multiply $4,050 by the number on line 6d. Otherwise, see instructions		42	4050
	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-		43	61998
	44	Tax (see instructions). Check if any from: a ☐ Form(s) 8814 b ☐ Form 4972 c ☐		44	11265
	45	Alternative minimum tax (see instructions). Attach Form 6251		45	
	46	Excess advance premium tax credit repayment. Attach Form 8962		46	
	47	Add lines 44, 45, and 46 ▶		47	11265
	48	Foreign tax credit. Attach Form 1116 if required	48		
	49	Credit for child and dependent care expenses. Attach Form 2441	49		
	50	Education credits from Form 8863, line 19	50		
	51	Retirement savings contributions credit. Attach Form 8880	51		
	52	Child tax credit. Attach Schedule 8812, if required	52		
	53	Residential energy credits. Attach Form 5695	53		
	54	Other credits from Form: a ☐ 3800 b ☐ 8801 c ☐	54		
	55	Add lines 48 through 54. These are your total credits		55	0
	56	Subtract line 55 from line 47. If line 55 is more than line 47, enter -0- ▶		56	11265
Other Taxes	57	Self-employment tax. Attach Schedule SE		57	
	58	Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8919		58	
	59	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required		59	
	60a	Household employment taxes from Schedule H		60a	
	b	First-time homebuyer credit repayment. Attach Form 5405 if required		60b	
	61	Health care: individual responsibility (see instructions) Full-year coverage ☐		61	
	62	Taxes from: a ☐ Form 8959 b ☐ Form 8960 c ☐ Instructions; enter code(s)		62	
	63	Add lines 56 through 62. This is your total tax ▶		63	11265
Payments	64	Federal income tax withheld from Forms W-2 and 1099	64 10853		
If you have a qualifying child, attach Schedule EIC.	65	2016 estimated tax payments and amount applied from 2015 return	65		
	66a	Earned income credit (EIC)	66a		
	b	Nontaxable combat pay election 66b			
	67	Additional child tax credit. Attach Schedule 8812	67		
	68	American opportunity credit from Form 8863, line 8	68		
	69	Net premium tax credit. Attach Form 8962	69		
	70	Amount paid with request for extension to file	70		
	71	Excess social security and tier 1 RRTA tax withheld	71		
	72	Credit for federal tax on fuels. Attach Form 4136	72		
	73	Credits from Form: a ☐ 2439 b ☐ Reserved c ☐ 8885 d ☐	73		
	74	Add lines 64, 65, 66a, and 67 through 73. These are your total payments ▶		74	10853
Refund	75	If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you overpaid		75	
	76a	Amount of line 75 you want refunded to you. If Form 8888 is attached, check here ▶ ☐		76a	
Direct deposit? See instructions.	b	Routing number ▶ c Type: ☐ Checking ☐ Savings			
	d	Account number ▶			
	77	Amount of line 75 you want applied to your 2017 estimated tax ▶ 77			
Amount You Owe	78	Amount you owe. Subtract line 74 from line 63. For details on how to pay, see instructions ▶		78	412
	79	Estimated tax penalty (see instructions) 79 0			

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? ☐ Yes. Complete below. ☑ No

Designee's name ▶ Phone no. ▶ Personal identification number (PIN) ▶

Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and accurately list all amounts and sources of income I received during the tax year. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? See instructions. Keep a copy for your records.

Your signature [redacted]	Date 5/8/2019	Your occupation Architect	Daytime phone number
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	If the IRS sent you an Identity Protection PIN, enter it here (see inst.)

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed PTIN
Firm's name ▶			Firm's EIN ▶
Firm's address ▶			Phone no.

www.irs.gov/form1040 Form 1040 (2016)

SCHEDULE A (Form 1040)
Department of the Treasury
Internal Revenue Service (99)

Itemized Deductions

▶ Information about Schedule A and its separate instructions is at *www.irs.gov/scheduleа*.
▶ Attach to Form 1040.

OMB No. 1545-0074
2016
Attachment Sequence No. **07**

Name(s) shown on Form 1040: Fawn [redacted] Fenton

Your social security number: [redacted]

Medical and Dental Expenses		**Caution:** Do not include expenses reimbursed or paid by others.			
	1	Medical and dental expenses (see instructions)	1		
	2	Enter amount from Form 1040, line 38 | 2 |			
	3	Multiply line 2 by 10% (0.10). But if either you or your spouse was born before January 2, 1952, multiply line 2 by 7.5% (0.075) instead	3		
	4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-		4	0
Taxes You Paid	5	State and local **(check only one box):** a ☐ Income taxes, or b ☑ General sales taxes	5	1466	
	6	Real estate taxes (see instructions)	6	2080	
	7	Personal property taxes	7		
	8	Other taxes. List type and amount ▶	8		
	9	Add lines 5 through 8		9	3546
Interest You Paid	10	Home mortgage interest and points reported to you on Form 1098	10	14679	
Note: Your mortgage interest deduction may be limited (see instructions).	11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address ▶	11		
	12	Points not reported to you on Form 1098. See instructions for special rules	12		
	13	Mortgage insurance premiums (see instructions)	13		
	14	Investment interest. Attach Form 4952 if required. (See instructions.)	14		
	15	Add lines 10 through 14		15	14679
Gifts to Charity	16	Gifts by cash or check. If you made any gift of $250 or more, see instructions	16	1271	
If you made a gift and got a benefit for it, see instructions.	17	Other than by cash or check. If any gift of $250 or more, see instructions. You **must** attach Form 8283 if over $500	17	200	
	18	Carryover from prior year	18		
	19	Add lines 16 through 18		19	1471
Casualty and Theft Losses	20	Casualty or theft loss(es). Attach Form 4684. (See instructions.)		20	0
Job Expenses and Certain Miscellaneous Deductions	21	Unreimbursed employee expenses—job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.) ▶	21		
	22	Tax preparation fees	22		
	23	Other expenses—investment, safe deposit box, etc. List type and amount ▶	23		
	24	Add lines 21 through 23	24		
	25	Enter amount from Form 1040, line 38 | 25 |			
	26	Multiply line 25 by 2% (0.02)	26		
	27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-		27	0
Other Miscellaneous Deductions	28	Other—from list in instructions. List type and amount ▶		28	0
Total Itemized Deductions	29	Is Form 1040, line 38, over $155,650? ☐ **No.** Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40. ☐ **Yes.** Your deduction may be limited. See the Itemized Deductions Worksheet in the instructions to figure the amount to enter.		29	19696
	30	If you elect to itemize deductions even though they are less than your standard deduction, check here ▶ ☐			

Form 1040 Department of the Treasury—Internal Revenue Service (99) U.S. Individual Income Tax Return 2017

OMB No. 1545-0074 | IRS Use Only—Do not write or staple in this space.

For the year Jan. 1–Dec. 31, 2017, or other tax year beginning , 2017, ending , 20 | See separate instructions.

Your first name and initial	Last name	Your social security number
Fawn	Fenton	
If a joint return, spouse's first name and initial	Last name	Spouse's social security number
Jeffrey R	Fenton	

Home address (number and street). If you have a P.O. box, see instructions. | Apt. no.
1986 Sunny Side Dr.

▲ Make sure the SSN(s) above and on line 6c are correct.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).
Brentwood, TN 37027

Foreign country name | Foreign province/state/county | Foreign postal code

Presidential Election Campaign
Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Filing Status
Check only one box.

1 ☐ Single
2 ☑ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) (see instructions)

Exemptions

6a ☑ Yourself. If someone can claim you as a dependent, do not check box 6a
b ☑ Spouse

Boxes checked on 6a and 6b: 2

c Dependents: (1) First name Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if child under age 17 qualifying for child tax credit (see instructions)
			☐
			☐
			☐
			☐

If more than four dependents, see instructions and check here ▶ ☐

No. of children on 6c who:
• lived with you
• did not live with you due to divorce or separation (see instructions)
Dependents on 6c not entered above
Add numbers on lines above ▶ 2

d Total number of exemptions claimed

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

7	Wages, salaries, tips, etc. Attach Form(s) W-2	7	93677
8a	Taxable interest. Attach Schedule B if required	8a	0
b	Tax-exempt interest. Do not include on line 8a (8b)		
9a	Ordinary dividends. Attach Schedule B if required	9a	0
b	Qualified dividends (9b)		
10	Taxable refunds, credits, or offsets of state and local income taxes	10	
11	Alimony received	11	
12	Business income or (loss). Attach Schedule C or C-EZ	12	
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐	13	
14	Other gains or (losses). Attach Form 4797	14	
15a	IRA distributions (15a) b Taxable amount	15b	
16a	Pensions and annuities (16a) b Taxable amount	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	
18	Farm income or (loss). Attach Schedule F	18	
19	Unemployment compensation	19	
20a	Social security benefits (20a) b Taxable amount	20b	
21	Other income. List type and amount	21	
22	Combine the amounts in the far right column for lines 7 through 21. This is your total income ▶	22	93677

Adjusted Gross Income

23	Educator expenses (23)		
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ (24)		
25	Health savings account deduction. Attach Form 8889 (25)		
26	Moving expenses. Attach Form 3903 (26)		
27	Deductible part of self-employment tax. Attach Schedule SE (27)		
28	Self-employed SEP, SIMPLE, and qualified plans (28)		
29	Self-employed health insurance deduction (29)		
30	Penalty on early withdrawal of savings (30)		
31a	Alimony paid b Recipient's SSN ▶ (31a)		
32	IRA deduction (32)		
33	Student loan interest deduction (33)		
34	Tuition and fees. Attach Form 8917 (34)		
35	Domestic production activities deduction. Attach Form 8903 (35)		
36	Add lines 23 through 35	36	0
37	Subtract line 36 from line 22. This is your adjusted gross income ▶	37	93677

Form 1040 (2017) Page 2

Tax and Credits	38	Amount from line 37 (adjusted gross income)		38	93677
	39a	Check if: ☐ You were born before January 2, 1953, ☐ Blind. ☐ Spouse was born before January 2, 1953, ☐ Blind. Total boxes checked ▶ 39a			
	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b ☐			
Standard Deduction for— • People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions. • All others: Single or Married filing separately, $6,350 Married filing jointly or Qualifying widow(er), $12,700 Head of household, $9,350	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)		40	18974
	41	Subtract line 40 from line 38		41	74703
	42	Exemptions. If line 38 is $156,900 or less, multiply $4,050 by the number on line 6d. Otherwise, see instructions		42	8100
	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-		43	66603
	44	Tax (see instructions). Check if any from: a ☐ Form(s) 8814 b ☐ Form 4972 c ☐		44	9061
	45	Alternative minimum tax (see instructions). Attach Form 6251		45	
	46	Excess advance premium tax credit repayment. Attach Form 8962		46	
	47	Add lines 44, 45, and 46 ▶		47	9061
	48	Foreign tax credit. Attach Form 1116 if required	48		
	49	Credit for child and dependent care expenses. Attach Form 2441	49		
	50	Education credits from Form 8863, line 19	50		
	51	Retirement savings contributions credit. Attach Form 8880	51		
	52	Child tax credit. Attach Schedule 8812, if required	52		
	53	Residential energy credits. Attach Form 5695	53		
	54	Other credits from Form: a ☐ 3800 b ☐ 8801 c ☐	54		
	55	Add lines 48 through 54. These are your total credits		55	0
	56	Subtract line 55 from line 47. If line 55 is more than line 47, enter -0- ▶		56	9061
Other Taxes	57	Self-employment tax. Attach Schedule SE		57	
	58	Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8919		58	
	59	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required		59	
	60a	Household employment taxes from Schedule H		60a	
	b	First-time homebuyer credit repayment. Attach Form 5405 if required		60b	
	61	Health care: individual responsibility (see instructions) Full-year coverage ☐		61	
	62	Taxes from: a ☐ Form 8959 b ☐ Form 8960 c ☐ Instructions; enter code(s)		62	
	63	Add lines 56 through 62. This is your total tax ▶		63	9061
Payments	64	Federal income tax withheld from Forms W-2 and 1099	64	12128	
If you have a qualifying child, attach Schedule EIC.	65	2017 estimated tax payments and amount applied from 2016 return	65		
	66a	Earned income credit (EIC)	66a		
	b	Nontaxable combat pay election 66b			
	67	Additional child tax credit. Attach Schedule 8812	67		
	68	American opportunity credit from Form 8863, line 8	68		
	69	Net premium tax credit. Attach Form 8962	69		
	70	Amount paid with request for extension to file	70		
	71	Excess social security and tier 1 RRTA tax withheld	71		
	72	Credit for federal tax on fuels. Attach Form 4136	72		
	73	Credits from Form: a ☐ 2439 b ☒ Reserved c ☐ 8885 d ☐	73		
	74	Add lines 64, 65, 66a, and 67 through 73. These are your total payments ▶		74	12128
Refund	75	If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you overpaid		75	3067
	76a	Amount of line 75 you want refunded to you. If Form 8888 is attached, check here ▶ ☑		76a	3067
Direct deposit? See instructions.	b	Routing number ▶ c Type: ☐ Checking ☐ Savings			
	d	Account number			
	77	Amount of line 75 you want applied to your 2018 estimated tax ▶	77	0	
Amount You Owe	78	Amount you owe. Subtract line 74 from line 63. For details on how to pay, see instructions ▶		78	0
	79	Estimated tax penalty (see instructions)	79	0	

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? ☐ Yes. Complete below. ☑ No

Designee's name ▶ Phone no. ▶ Personal identification number (PIN) ▶

Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and accurately list all amounts and sources of income I received during the tax year. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? See instructions. Keep a copy for your records.

Your signature	Date	Your occupation	Daytime phone number
		Architect	
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation (Unemployed)	If the IRS sent you an Identity Protection PIN, enter it here (see inst.)

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

Go to www.irs.gov/Form1040 for instructions and the latest information. Form 1040 (2017)

SCHEDULE A (Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Itemized Deductions

▶ Go to *www.irs.gov/ScheduleA* for instructions and the latest information.
▶ Attach to Form 1040.
Caution: If you are claiming a net qualified disaster loss on Form 4684, see the instructions for line 28.

OMB No. 1545-0074

2017

Attachment Sequence No. **07**

Name(s) shown on Form 1040

Jeffrey R. and Fawn [redacted] Fenton

Your social security number

[redacted]

Medical and Dental Expenses	**Caution:** Do not include expenses reimbursed or paid by others.				
	1 Medical and dental expenses (see instructions)	1	933		
	2 Enter amount from Form 1040, line 38 [2] 93677				
	3 Multiply line 2 by 7.5% (0.075)	3	7026		
	4 Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-			4	0
Taxes You Paid	5 State and local **(check only one box):**				
	a ☐ Income taxes, or b ☑ General sales taxes	5	1704		
	6 Real estate taxes (see instructions)	6	2080		
	7 Personal property taxes	7			
	8 Other taxes. List type and amount ▶	8			
	9 Add lines 5 through 8			9	3784
Interest You Paid **Note:** Your mortgage interest deduction may be limited (see instructions).	10 Home mortgage interest and points reported to you on Form 1098	10	14690		
	11 Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address ▶	11			
	12 Points not reported to you on Form 1098. See instructions for special rules	12			
	13 Reserved for future use	13			
	14 Investment interest. Attach Form 4952 if required. See instructions	14			
	15 Add lines 10 through 14			15	14690
Gifts to Charity If you made a gift and got a benefit for it, see instructions.	16 Gifts by cash or check. If you made any gift of $250 or more, see instructions	16	500		
	17 Other than by cash or check. If any gift of $250 or more, see instructions. You **must** attach Form 8283 if over $500	17			
	18 Carryover from prior year	18			
	19 Add lines 16 through 18			19	500
Casualty and Theft Losses	20 Casualty or theft loss(es) other than net qualified disaster losses. Attach Form 4684 and enter the amount from line 18 of that form. See instructions			20	0
Job Expenses and Certain Miscellaneous Deductions	21 Unreimbursed employee expenses—job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. See instructions. ▶	21			
	22 Tax preparation fees	22			
	23 Other expenses—investment, safe deposit box, etc. List type and amount ▶	23			
	24 Add lines 21 through 23	24			
	25 Enter amount from Form 1040, line 38 [25]				
	26 Multiply line 25 by 2% (0.02)	26			
	27 Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-			27	0
Other Miscellaneous Deductions	28 Other—from list in instructions. List type and amount ▶			28	0
Total Itemized Deductions	29 Is Form 1040, line 38, over $156,900? ☑ **No.** Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40. ☐ **Yes.** Your deduction may be limited. See the Itemized Deductions Worksheet in the instructions to figure the amount to enter.			29	18974
	30 If you elect to itemize deductions even though they are less than your standard deduction, check here ▶ ☐				

For Paperwork Reduction Act Notice, see the Instructions for Form 1040. Cat. No. 17145C **Schedule A (Form 1040) 2017**

Form **8888**

Department of the Treasury
Internal Revenue Service

Allocation of Refund (Including Savings Bond Purchases)

▶ Go to *www.irs.gov/Form8888* for the latest information.
▶ Attach to your income tax return.

OMB No. 1545-0074

2017

Attachment Sequence No. **56**

Name(s) shown on return

Fawn [redacted] and Jeffrey R Fenton

Your social security number

Part I Direct Deposit

Complete this part if you want us to directly deposit a portion of your refund to one or more accounts.

1a	Amount to be deposited in first account (see instructions)	1a	1533	00
b	Routing number 0 6 4 1 0 8 1 1 3 ▶ c ☑ Checking ☐ Savings			
d	Account number 8 4 7 2 5 4 8			
2a	Amount to be deposited in second account	2a	1534	00
b	Routing number 0 3 1 1 7 6 1 1 0 ▶ c ☑ Checking ☐ Savings			
d	Account number 3 6 0 7 0 8 5 5 8 5 5			
3a	Amount to be deposited in third account	3a	0	
b	Routing number ▶ c ☐ Checking ☐ Savings			
d	Account number			

Part II U.S. Series I Savings Bond Purchases

Complete this part if you want to buy paper bonds with a portion of your refund.

CAUTION *If a name is entered on line 5c or 6c below, co-ownership will be assumed unless the beneficiary box is checked. See instructions for more details.*

4	Amount to be used for bond purchases for yourself (and your spouse, if filing jointly)	4	0	
5a	Amount to be used to buy bonds for yourself, your spouse, or someone else	5a	0	
b	Enter the owner's name (First then Last) for the bond registration			
c	If you would like to add a co-owner or beneficiary, enter the name here (First then Last). If beneficiary, also check here ▶ ☐			
6a	Amount to be used to buy bonds for yourself, your spouse, or someone else	6a	0	
b	Enter the owner's name (First then Last) for the bond registration			
c	If you would like to add a co-owner or beneficiary, enter the name here (First then Last). If beneficiary, also check here ▶ ☐			

Part III Paper Check

Complete this part if you want a portion of your refund to be sent to you as a check.

7	Amount to be refunded by check	7	0	

Part IV Total Allocation of Refund

8	Add lines 1a, 2a, 3a, 4, 5a, 6a, and 7. The total must equal the refund amount shown on your tax return	8	3067	00

For Paperwork Reduction Act Notice, see your tax return instructions. Cat. No. 21858A Form **8888** (2017)

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE

IN RE:	**: CASE NO: 19-02693-CMW**
	: CHAPTER: 13
	:
FAWN [redacted] FENTON	**:**
Debtor	**:**
BANK OF AMERICA, N.A.,	**:**
Movant,	**:**
	: CONTESTED MATTER
vs.	**:**
	:
FAWN [redacted] FENTON	**:**
HENRY EDWARD HILDEBRAND, III, Trustee	**:**
Respondents.	**:**

OBJECTION TO CONFIRMATION

The hearing date is set for July 15, 2019, at 08:30 AM, U.S. Bankruptcy Court, Courtroom One, Second Floor Customs House, 701 Broadway, Nashville, TN 37203.

COMES NOW, BANK OF AMERICA, N.A., its successors or assigns, (hereinafter referred to as "Movant") and shows the Court that for reasons set out below, Movant objects to the confirmation of the Debtor`s Plan;

1.

Movant asserts that it holds a valid first mortgage on Debtor's property located at 1986 Sunnyside Drive, Brentwood, TN 37027 (hereinafter referred to as "Property"). Movant will timely file a Proof of Claim listing arrearages of approximately $394.30.

2.

The Debtor's Plan proposes to sell the Property within six months. However, the Debtors' Plan does not provide a date certain by which the Property must sell nor does it provide

direction should the Property fail to sell within said time frame.

WHEREFORE, BANK OF AMERICA, N.A., its successors or assigns, prays that this Court inquire as to the matters raised herein and deny confirmation of the Debtor`s Plan, or enter such orders and require such further inquiry as may appear appropriate to the Court.

Dated: 5/23/19

/s/ Natalie Brown
Natalie Brown
TN BPR No. 022452
Rubin Lublin TN, PLLC
119 S. Main Street, Suite 500
Memphis, TN 38103
(877) 813-0992
nbrown@rubinlublin.com
Attorney for Creditor

CERTIFICATE OF SERVICE

I, Natalie Brown of Rubin Lublin TN, PLLC certify that on the 23rd day of May, 2019, I caused a copy of the Objection to Confirmation to be filed in this proceeding by electronic means and to be served by depositing a copy of the same in the United States Mail in a properly addressed envelope with adequate postage thereon to the said parties as follows:

Fawn [redacted] Fenton
[redacted]
Brentwood, TN 37027

MARY ELIZABETH AUSBROOKS
1222 16TH AVE SO
STE 12
NASHVILLE, TN 37212-2926

Henry Edward Hildebrand, III, Trustee
Office of the Chapter 13 Trustee
PO BOX 340019
Nashville, TN 37203

Executed on: 5/23/19
By:/s/ Natalie Brown
Natalie Brown
TN BPR No. 022452
Rubin Lublin TN, PLLC
119 S. Main Street, Suite 500
Memphis, TN 38103
(877) 813-0992
nbrown@rubinlublin.com
Attorney for Creditor

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE

IN RE: FAWN [redacted] FENTON **CASE NO: 19-02693-CMW**

Debtor **Chapter 13**

BancorpSouth Bank,
Movant

v.

Fawn [redacted] Fenton,
Debtor

OBJECTION TO CONFIRMATION
OF CHAPTER 13 PLAN

Comes now BancorpSouth Bank ("Bank"), a secured creditor with a claim against the Debtor's estate by and through counsel and objects to the Debtor's proposed Chapter 13 plan and in support would allege and show as follows:

1. The Debtor filed the instant Petition for Bankruptcy under Chapter 13 of the Code on April 26, 2019.

2. The Debtor is indebted to Bank under a certain home "Equity Credit Line Agreement and Disclosure originally dated April 29, 2011 and modified on June 8, 2015 evidencing an indebtedness in the original principal amount of $55,500.00 ("Note").

3. Under the terms of the Note, the Debtor must pay to the Bank the interest that accrued in arrears each monthly until the maturity date.

4. The Note is secured by a perfected 2nd lien Deed of Trust in favor of the Bank on the Debtor's residence located at 1986 Sunnyside, Brentwood, Williamson County, Tennessee (the "Collateral ") same being of record in Book 5313 Page 469 and as modified in Book 6481 Page 60 in the Register's Office for Williamson County, Tennessee ("Trust Deed").

5. The Bank has filed a secured claim evidenced by the Note and Trust Deed in the amount

of $54,650.33.

6. The Collateral is also encumbered by a 1st lien deed of trust in favor of Bank of America, N.A. who purported holds a claim in the amount of $240,182.77.

7. The Debtor's proposed Chapter 13 plan proposes for the Debtor to sell the Collateral within 180 days of confirmation with no payments being made to the Bank nor Bank of America, N.A.

8. The Plan does not provide if the Collateral is currently being listed and marketed for sale, does not provide a date certain by which the Collateral must sell or the direction as to what the Debtor will do if the Collateral fails to sell.

9. Further, the Debtor's proposed Chapter 13 plan fail to comply with provisions of 11 USC § 1322 (b) (2) in that it attempts to modify the rights of the Bank as the holder of a claim secured only by a security interest in the Debtor's principal residence.

WHEREFORE, PREMISES CONSIDERED the Bank respectfully requests that the Court sustain the Bank's Objection and deny confirmation of the Debtor's Plan and/or grant the Bank such other relief as the Court deems just and proper.

Respectfully submitted,

SPRAGINS, BARNETT, & COBB PLC

/s/Jerry P. Spore
JERRY P. SPORE #15033
Attorney for BancorpSouth Bank
312 E Lafayette
Jackson, TN 38301
(731) 424-0461
jpspore@spraginslaw.com

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing has been served on:

Mary Elizabeth Ausbrooks
Rothchild & Ausbrooks
1222 16th Ave. South
Nashville, TN 37212-2926

Henry Edward Hildebrand III
Chapter 13 Trustee
P.O. Box 340019
Nashville, Tennessee 37203-0019

Fawn [redacted] Fenton
[redacted]
Brentwood, TN 37027

by Notice of Electronic Filing, hand-delivery and/or by placing a copy of the same in the United States Mail, postage prepaid, to the person, at the address shown above, on this the 4th day of June, 2019.

/s/Jerry P. Spore
JERRY P. SPORE

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:		
FAWN [redacted] FENTON	CHAPTER	13
[redacted]	CASE NO:	19-02693
BRENTWOOD, TN 37027	JUDGE	WALKER
SSN: XXX-XX-2065		

DEBTOR

NOTICE OF WITHDRAWAL OF DEBTOR'S OBJECTION TO CLAIM OF THE INTERNAL REVENUE SERVICE (ECF CLAIM #1)

COMES the Debtor, through Counsel, Rothschild & Ausbrooks, PLLC, and hereby gives notice of withdrawal of the Debtor's Objection To Claim Of The Internal Revenue Service (ECF Claim #1) (Docket Entry # 17).

APPROVED FOR ENTRY:

/s/ Mary Beth Ausbrooks
Mary Beth Ausbrooks
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com

CERTIFICATE OF SERVICE

I certify that on this 5th day of June, 2019, I served a copy of the foregoing in the following manner:

Email by Electronic Case Noticing to:

Asst. U.S. Trustee
Henry E. Hildebrand, III, Chapter 13 Trustee

By U.S. Postal Service, postage prepaid to:

To the Debtor at the address provided above; to IRS Insolvency, ATTN: Officer Agent or Manager, P.O. Box 7346, Philadelphia, PA 19101-7346; to IRS Insolvency, ATTN: Valerie Ogilvie, 801 Broadway, MS MDP 146, Nashville, TN 37203; to TN Attorney General, P.O. Box 20207, Nashville, TN 37202; to US Attorney, 110 9th Ave S #A961, Nashville, TN 37203; and to US Attorney General, US Dept of Justice, 950 Pennsylvania Ave, Washington, DC 20530.

By U.S. Postal Service, Certified Mail to:

N/A

/s/ Mary Beth Ausbrooks
Mary Beth Ausbrooks-CMK

6 TOTAL USPS MAILINGS: $6.00

0 TOTAL CERTIFIED MAILINGS: $0.00

Fill in this information to identify your case

Debtor 1 **Fawn [redacted] Fenton**

Debtor 2 (Spouse, if filing)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (If known) **3:19-bk-02693**

Check if this is:

- ■ An amended filing
- ☐ A supplement showing postpetition chapter 13 income as of the following date:

MM / DD/ YYYY

Official Form 106I

Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. **Fill in your employment information.**

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

	Debtor 1	Debtor 2 or non-filing spouse
Employment status	■ Employed ☐ Not employed	☐ Employed ☐ Not employed
Occupation	Architect	
Employer's name	Adkisson & Associates, Architects, Inc.	
Employer's address	3322 West End Ave. Suite 103 Nashville, TN 37203	
How long employed there?	August 2006	

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write $0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

			For Debtor 1	For Debtor 2 or non-filing spouse
2.	**List monthly gross wages, salary, and commissions** (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	2.	$ 6,250.00	$ N/A
3.	**Estimate and list monthly overtime pay.**	3.	+$ 0.00	+$ N/A
4.	**Calculate gross income.** Add line 2 + line 3.	4.	$ 6,250.00	$ N/A

Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) **3:19-bk-02693**

			For Debtor 1	For Debtor 2 or non-filing spouse
	Copy line 4 here	4.	$ 6,250.00	$ N/A
5.	**List all payroll deductions:**			
5a.	**Tax, Medicare, and Social Security deductions**	5a.	$ 1,284.32	$ N/A
5b.	**Mandatory contributions for retirement plans**	5b.	$ 0.00	$ N/A
5c.	**Voluntary contributions for retirement plans**	5c.	$ 0.00	$ N/A
5d.	**Required repayments of retirement fund loans**	5d.	$ 0.00	$ N/A
5e.	**Insurance**	5e.	$ 0.00	$ N/A
5f.	**Domestic support obligations**	5f.	$ 0.00	$ N/A
5g.	**Union dues**	5g.	$ 0.00	$ N/A
5h.	**Other deductions.** Specify:	5h.+	$ 0.00 +	$ N/A
6.	**Add the payroll deductions.** Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6.	$ 1,284.32	$ N/A
7.	**Calculate total monthly take-home pay.** Subtract line 6 from line 4.	7.	$ 4,965.68	$ N/A
8.	**List all other income regularly received:**			
8a.	**Net income from rental property and from operating a business, profession, or farm** Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a.	$ 0.00	$ N/A
8b.	**Interest and dividends**	8b.	$ 0.00	$ N/A
8c.	**Family support payments that you, a non-filing spouse, or a dependent regularly receive** Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c.	$ 0.00	$ N/A
8d.	**Unemployment compensation**	8d.	$ 0.00	$ N/A
8e.	**Social Security**	8e.	$ 0.00	$ N/A
8f.	**Other government assistance that you regularly receive** Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify:	8f.	$ 0.00	$ N/A
8g.	**Pension or retirement income**	8g.	$ 0.00	$ N/A
8h.	**Other monthly income.** Specify:	8h.+	$ 0.00 +	$ N/A
9.	**Add all other income.** Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9.	$ 0.00	$ N/A
10.	**Calculate monthly income.** Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10.	$ 4,965.68 +	$ N/A = $ 4,965.68

11. **State all other regular contributions to the expenses that you list in *Schedule J*.**
Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives.
Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in *Schedule J*.
Specify: 11. +$ 0.00

12. **Add the amount in the last column of line 10 to the amount in line 11.** The result is the combined monthly income. Write that amount on the *Summary of Schedules* and *Statistical Summary of Certain Liabilities* and Related *Data*, if it applies 12. $ 4,965.68
Combined monthly income

13. **Do you expect an increase or decrease within the year after you file this form?**
■ No.
☐ Yes. Explain: **Debtor's salary was decreased starting May 2019**

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	CHAPTER:	13
FAWN [redacted] FENTON	CASE NO.:	19-02693
SSN: XXX-XX-2065	JUDGE:	WALKER
[redacted]		
BRENTWOOD, TN 37027		
DEBTORS		

NOTICE OF AMENDED SCHEDULE I

COME THE DEBTORS through counsel, Rothschild and Ausbrooks, and pursuant to Rule 1009, Federal Rules of Bankruptcy Procedure, hereby gives notice of filing amended Schedule I.

Respectfully submitted,

/s/ Jodie Thresher
Jodie Thresher
ROTHSCHILD & ASSOCIATES, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com

CERTIFICATE OF SERVICE

I certify that on this 5th day of June, 2019, I served a copy of the foregoing in the following manner:

Email by Electronic Case Noticing to: Henry Hildebrand III; and to the US Trustee
By U.S. Postal Service, postage prepaid to: The Debtors at the above listed address.

/s/ Jodie Thresher
Jodie Thresher
TOTAL USPS MAILINGS 1=$1.00

mk

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:
FAWN [redacted] FENTON
[redacted] CIRLCE
BRENTWOOD, TN 37027

SSN XXX-XX-2065

CASE NO. 19-02693-CW3-13
06/12/2019

AMENDED

ORDER TO PAY TRUSTEE

The debtor named above has filed a petition for relief under Chapter 13 of the Bankruptcy code and has submitted all future income to the jurisdiction of the United States Bankruptcy Court.

IT IS , THEREFORE, ORDERED that until further order of this Court, the debtor named above shall pay the sum of **$799.00 SEMI-MONTHLY** and each succeeding period thereafter to the Trustee at least monthly.

MAKE CHECKS PAYABLE AND MAIL PAYMENTS TO:	PLEASE INCLUDE ON ALL PAYMENTS:	FOR INQUIRIES:
CHAPTER 13 TRUSTEE P O BOX 340019 NASHVILLE, TN 37203	NAME: FAWN [redacted] FENTON CASE NUMBER: 319-02693	PHONE: 615-244-1101 800-231-5928 FAX: 615-242-3241

IT IS FURTHER ORDERED, that all funds forwarded to the Trustee shall be by money order, cashiers check or certified funds.

IT IS FURTHER ORDERED, that the payments required herein are to commence IMMEDIATELY UPON RECEIPT of this order.

IT IS FURTHER ORDERED, that this order supercedes previous orders to the debtor to make payments to the Trustee in this case.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

cc: FAWN [redacted] FENTON
ROTHSCHILD AND AUSBROOKS PLLC
PAID DIRECT BY DEBTOR

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 6/13/2019

mk

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:
FAWN [redacted] FENTON
[redacted]
BRENTWOOD, TN 37027

SSN XXX-XX-2065

CASE NO. 19-02693-CW3-13
06/12/2019

AMENDED

ORDER TO PAY TRUSTEE

The debtor named above has filed a petition for relief under Chapter 13 of the Bankruptcy code and has submitted all future income to the jurisdiction of the United States Bankruptcy Court.

IT IS , THEREFORE, ORDERED that until further order of this Court, the debtor named above shall pay the sum of **$799.00 SEMI-MONTHLY** and each succeeding period thereafter to the Trustee at least monthly.

MAKE CHECKS PAYABLE AND MAIL PAYMENTS TO:	PLEASE INCLUDE ON ALL PAYMENTS:	FOR INQUIRIES:
CHAPTER 13 TRUSTEE P O BOX 340019 NASHVILLE, TN 37203	NAME: FAWN TIFFANY FENTON CASE NUMBER: 319-02693	PHONE: 615-244-1101 800-231-5928 FAX: 615-242-3241

IT IS FURTHER ORDERED, that all funds forwarded to the Trustee shall be by money order, cashiers check or certified funds.

IT IS FURTHER ORDERED, that the payments required herein are to commence IMMEDIATELY UPON RECEIPT of this order.

IT IS FURTHER ORDERED, that this order supercedes previous orders to the debtor to make payments to the Trustee in this case.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

cc: FAWN TIFFANY FENTON
ROTHSCHILD AND AUSBROOKS PLLC
PAID DIRECT BY DEBTOR

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

mk

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:
FAWN [redacted] FENTON

CASE NO. 19-02693-CW3-13
HEARING DATE: July 15, 2019
JUDGE CHARLES M WALKER
06/13/2019

TRUSTEE'S MOTION TO CONVERT OR DISMISS FOR CAUSE FOR FAILURE TO CONFIRM A PROPOSED PLAN PURSUANT TO 11 U.S.C. § 1307(c)(5)

Henry E. Hildebrand, III, Standing Trustee for Chapter 13 matters in the Middle District of Tennessee, hereby moves the Court to convert or dismiss the above-styled case, whichever is in the best interest of creditors and the estate, for cause, pursuant to 11 U.S.C. § 1307(c)(5) for denial of confirmation of a plan under § 1325 and denial of a request made for additional time for filing another plan or modification of a plan.

In support of this motion, the Trustee would state that the Trustee has requested a hearing on confirmation of the debtor's proposed Chapter 13 plan based upon an objection to confirmation of the debtor's proposed plan. In the event the objection to confirmation is sustained, the debtor's proposed plan is not confirmed and request by the debtor, if any, for additional time to file another plan or a modification of the proposed plan is denied, the Trustee would request this Court convert or dismiss the case, whichever is in the best interest of creditors and the estate, for cause, pursuant to 11 U.S.C. § 1307(c)(5).

The Trustee requests the Court set a hearing on this motion to convert or dismiss on the same date and time as the hearing on confirmation of the proposed plan.

WHEREFORE, THE PREMISES CONSIDERED, the Trustee respectfully moves this Court to convert or dismiss, whichever is in the best interest of creditors and the estate, for cause, the above-styled case, pursuant to 11 U.S.C. § 1307(c)(5), for failure to confirm a proposed plan.

Respectfully submitted,

/s/ Henry E. Hildebrand, III
HENRY E. HILDEBRAND, III
CHAPTER 13 TRUSTEE
P O BOX 340019
NASHVILLE, TN 37203
PHONE: 615-244-1101
FAX: 615-242-3241
pleadings@ch13nsh.com

mk

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

FAWN [redacted] FENTON

Case No. **19-02693-CW3-13**

Judge: **CHARLES M WALKER**

CONFIRMATION HEARING DATE: **July 15, 2019**

TIME OF HEARING: **8:30 AM**

SSN XXX-XX-2065

TRUSTEE'S MOTION AND REQUEST FOR A HEARING ON CONFIRMATION

The Standing Trustee for Chapter 13 matters in the Middle District of Tennessee, hereby requests this Court set the above-styled case for a confirmation hearing, and for cause therefore would state:

A creditor in attendance at the Meeting of Creditors objected to confirmation or has filed a written objection prior to the meeting of creditors.

As grounds for such request, the Trustee would state:

BANK OF AMERICA FILED AN OBJECTION. BANCORP SOUTH FILED AND OBJECTION.

Other parties requesting notice of hearing: **NATALIE BROWN**

Respectfully Submitted,

/s/ Henry E. Hildebrand, III
HENRY E. HILDEBRAND, III
CHAPTER 13 TRUSTEE
P O BOX 340019
NASHVILLE, TN 37203
615-244-1101
pleadings@ch13nsh.com

Printed: **06/13/2019**

cc: Debtor(s)
Debtor(s) Attorney
Objecting Creditor

ROTHSCHILD AND AUSBROOKS PLLC

J.H.

JUN 13 2019

CHAPTER 13 TRUSTEE'S FIRST MEETING OF CREDITORS QUESTIONNAIRE

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED BY EACH DEBTOR TO THE TRUSTEE AT THE TIME OF YOUR MEETING OF CREDITORS

J

Name: [redacted]

Case No. 19-02693-CW3-13

341 Date: June 11, 2019 11:00 am

1. **Is your current mailing address?** Yes ✓ No ____

[redacted] **CIRLCE, BRENTWOOD, TN 37027**

If your address is not correctly listed, indicate your correct mailing address:

_____

_____

Email address: [redacted]

I consent to Trustee sending correspondence by email, unless noted here. ✓

2. **What is your current phone number?**

Home phone: N/A **Cell phone:** [redacted]

3. **Do you have a domestic support obligation YOU HAVE TO PAY such as child support, or alimony?** Yes ____ No ✓

If yes, please provide the following : Not yet - Divorce litigation is currently ongoing.

Claimant's name (person you owe): _____

Address: _____

Payment amount: $_____

When will your obligation to pay end? _____

If yes, are you current on your domestic support obligation payments since filing your Chapter 13 case? Yes ____ No ____

4. **Have you filed all required tax returns for the past four years?** Yes ✓ No ____

Not required to file a tax return ____

If no, why not and identify the specific years: _____

5. **Have you previously filed bankruptcy?** Yes ____ No ✓

If yes, under what chapter did you file, when did you file, where did you file and state if you received a discharge? _____

6. **Are you currently employed at:** Yes ✓ No ____

ADKISSON & ASSOCIATES, ARCHITECTS, INC. NASHVILLE, TN.

7. If you have had a change in employment since filing your Chapter 13 case-

Name & address of new employer _____

_____

_____

New monthly income amount $_____

How often are you paid ? Weekly ____ Every two weeks _____ Semi-Monthly ✓ Monthly_____

8. Did you personally read and then sign the petition, schedules, statements and related documents? Yes ✓ No ____

9. Is the signature on the petition and the schedules your own? Yes ✓ No ____

10. Did you list everyone you owe money to in your schedules and statements? Yes ✓ No ____

11. Did you list everything you own in your schedules and statements? Yes ✓ No ____

12. Do you have a lawsuit or potential lawsuit against any person or company? Divorce Yes ✓ No ____

13. I have reviewed my budget today. The budget is accurate and I can live on this budget. Yes ✓ No ____

14. Identify the attorney or other individual with whom you determined which chapter to file under.
Rothschild & Ausbrooks Jodie Thrasher (Jay)

Identify the attorney or other individual who assisted you in the preparation of your Chapter 13 plan.
Rothschild & Ausbrooks

I DECLARE UNDER PENALTY OF PERJURY THAT THE STATEMENTS MADE HEREIN ARE TRUE AND CORRECT.

11 JUN 19
Date

Debtor's Signature

ROTHSCHILD AND AUSBROOKS PLLC
Debtors Attorney

FAWN [redacted] FENTON

For Trustee Use Only

Tax Return received ✓

Pay Advices received ✓

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0650-3 User: ko8454 Page 1 of 1 Date Rcvd: Jun 13, 2019
Form ID: pdf001 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 15, 2019.
db +Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 15, 2019 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 13, 2019 at the address(es) listed below:
HENRY EDWARD HILDEBRAND, III hhecf@ch13nsh.com
JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;jdabbs2@rubinlublin.com;rluecf@gmail.com;BKRL@ecf.courtdrive.com
US TRUSTEE ustpregion08.na.ecf@usdoj.gov
TOTAL: 5

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 6/13/2019

mk

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:
FAWN [redacted] FENTON
[redacted]
BRENTWOOD, TN 37027

SSN XXX-XX-2065

CASE NO. 19-02693-CW3-13
06/12/2019

AMENDED

ORDER TO PAY TRUSTEE

The debtor named above has filed a petition for relief under Chapter 13 of the Bankruptcy code and has submitted all future income to the jurisdiction of the United States Bankruptcy Court.

IT IS , THEREFORE, ORDERED that until further order of this Court, the debtor named above shall pay the sum of **$799.00 SEMI-MONTHLY** and each succeeding period thereafter to the Trustee at least monthly.

MAKE CHECKS PAYABLE AND MAIL PAYMENTS TO:	PLEASE INCLUDE ON ALL PAYMENTS:	FOR INQUIRIES:
CHAPTER 13 TRUSTEE P O BOX 340019 NASHVILLE, TN 37203	NAME: FAWN TIFFANY FENTON CASE NUMBER: 319-02693	PHONE: 615-244-1101 800-231-5928 FAX: 615-242-3241

IT IS FURTHER ORDERED, that all funds forwarded to the Trustee shall be by money order, cashiers check or certified funds.

IT IS FURTHER ORDERED, that the payments required herein are to commence IMMEDIATELY UPON RECEIPT of this order.

IT IS FURTHER ORDERED, that this order supercedes previous orders to the debtor to make payments to the Trustee in this case.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

cc: FAWN [redacted] FENTON
ROTHSCHILD AND AUSBROOKS PLLC
PAID DIRECT BY DEBTOR

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

Appendix - 10-2

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	)		
	)		
FAWN [redacted] FENTON	)	CHAPTER	13
[redacted]	)	CASE NO:	19-02693
BRENTWOOD, TN 37027	)	JUDGE	WALKER
SSN: XXX-XX-2065	)		
	)		
DEBTOR	)		

ORDER GRANTING EXPEDITED MOTION TO EMPLOY REAL ESTATE AGENT AND APPROVE COMMISSION

This matter came before the Court on September 25, 2019 upon the Debtor's Expedited Motion to Employ Real Estate Agent and Approve Commission with notice given to all parties pursuant to Local Rule 9075-1. There being no objections raised at the call of the docket, the Motion is found to be well taken and it is therefore ORDERED as follows:

Tommy Anderson of HDN Auction, LLC shall be approved as the real estate agent and approved up to a six percent (6%) commission for the real estate at 1986 Sunnyside Drive, Brentwood, TN 37027 and items of personal property pursuant to the Order Granting Motion to Sell Marital Residence by Auction entered in the Chancery Court for Williamson County, Tennessee on August 6, 2019.

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Alex Koval

Alex Koval
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 9/27/2019

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:		
FAWN [redacted] FENTON	CHAPTER	13
[redacted]	CASE NO:	19-02693
BRENTWOOD, TN 37027	JUDGE	WALKER
SSN: XXX-XX-2065		
DEBTOR		

ORDER GRANTING EXPEDITED MOTION TO SELL REAL ESTATE AND PERSONAL PROPERTY

This matter came before the Court on September 25, 2019 upon the Debtor's Expedited Motion to Sell Real Estate and Personal Property with notice given to all parties pursuant to Local Rule 9075-1. There being no objections raised at the call of the docket, the Motion is found to be well taken and it is therefore ORDERED as follows:

Debtor shall be allowed to sell real property located at 1986 Sunnyside Drive, Brentwood, Tennessee and items of personal property remaining in the house at auction pursuant to an Order Granting Motion to Sell Marital Residence by Auction entered in the Chancery Court for Williamson County, Tennessee on August 6, 2019 . The Debtor will sell the real estate under Section 363(f)(3) subject to the liens of Bank of America, N.A. and Bancorp South. This transaction shall be conditioned on the Debtor providing the auction report to the Trustee once the sale has taken place. All net proceeds from the sale of the property shall be deposited into the Chancery Court Clerk's Office and placed in an interest bearing account on behalf of the parties pending further orders of the Chancery Court for Williamson County, Tennessee.

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Alex Koval

Alex Koval
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 9/27/2019

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	)		
	)		
FAWN [redacted] FENTON	)	CHAPTER	13
[redacted]	)	CASE NO:	19-02693
BRENTWOOD, TN 37027	)	JUDGE	WALKER
SSN: XXX-XX-2065	)		
	)		
DEBTOR	)		

ORDER GRANTING EXPEDITED MOTION TO EMPLOY REAL ESTATE AGENT AND APPROVE COMMISSION

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Tommy Anderson of HDN Auction, LLC shall be approved as the real estate agent and approved up to a six percent (6%) commission for the real estate at 1986 Sunnyside Drive, Brentwood, TN 37027 and items of personal property pursuant to the Order Granting Motion to Sell Marital Residence by Auction entered in the Chancery Court for Williamson County, Tennessee on August 6, 2019.

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Alex Koval
Alex Koval
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0650-3 User: slw0703 Page 1 of 1 Date Rcvd: Sep 27, 2019
Form ID: pdf001 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 29, 2019.
db +Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 29, 2019 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 27, 2019 at the address(es) listed below:

ALEXANDER S KOVAL on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
HENRY EDWARD HILDEBRAND, III hhecf@ch13nsh.com
JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com
US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 6

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 9/27/2019

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	)		
	)		
FAWN [redacted] FENTON	)	CHAPTER	13
[redacted]	)	CASE NO:	19-02693
BRENTWOOD, TN 37027	)	JUDGE	WALKER
SSN: XXX-XX-2065	)		
	)		
DEBTOR			

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IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Alex Koval

Alex Koval
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com

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United States Bankruptcy Court.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0650-3 User: slw0703 Page 1 of 1 Date Rcvd: Sep 27, 2019
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Date: Sep 29, 2019 Signature: /s/Joseph Speetjens

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ALEXANDER S KOVAL on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
HENRY EDWARD HILDEBRAND, III hhecf@ch13nsh.com
JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com
US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 6

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 9/27/2019

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	)		
	)		
FAWN [redacted] FENTON	)	CHAPTER	13
[redacted]	)	CASE NO:	19-02693
BRENTWOOD, TN 37027	)	JUDGE	WALKER
SSN: XXX-XX-2065	)		
	)		
DEBTOR	)		

ORDER GRANTING EXPEDITED MOTION TO EMPLOY REAL ESTATE AGENT AND APPROVE COMMISSION

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IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Alex Koval

Alex Koval
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

FAWN [redacted] FENTON
[redacted]
BRENTWOOD, TN 37027

Case No.**19-02693-CW3-13**

JUDGE CHARLES M WALKER

SSN XXX-XX-2065

TRUSTEE'S NOTICE OF CLAIMS FILED IN THE ABOVE STYLED CASE

Comes now the standing Chapter 13 Trustee who hereby serves notice that the following claims have been filed in the above styled case. The deadline for filing non government claims in this case was **July 05, 2019**. The deadline for filing claims by governmental units was **October 23, 2019**. After such examination the Trustee states that claims should be deemed allowed, or 'not filed' as indicated below:

NAME AND ADDRESS OF CREDITOR	AMOUNT	CLASSIFICATION
1305 CLAIM NO ADDRESS GIVEN , 00000	**$0.00** DATE FILED: NOT FILED	UNSECURED - 1305 (O) Disb level: 43 ACCT: COMM:
	TRUSTEE'S CLAIM NO: 1 PERCENT ALLOWED: **100.00 %**	COURT'S CLAIM#
BANCORPSOUTH BANK P O BOX 4360 TUPELO, MS 38803	**$275.00** DATE FILED: 6/6/2019	MTG-ON GOING MTG PYMT (D) Disb level: 21 ACCT: **5759** COMM: HELOC 1986 SUNNY SIDE DR TO BE SOLD WITHIN 180 DAYS OF CONFIRMATION
	TRUSTEE'S CLAIM NO: 2 PERCENT ALLOWED: **100.00 %**	COURT'S CLAIM# 6
SPECIALIZED LOAN SERVICING LLC P O BOX 636007 LITTLETON, CO 80163	**$0.00** DATE FILED: 6/27/2019	MTG-ON GOING MTG PYMT (D) Disb level: 0 PAID OUTSIDE ACCT: **9228** COMM: 1986 SUNNY SIDE DR TO BE SOLD WITHIN 180 DAYS OF CONFIRMATION PAID FROM SALE PROCEEDS
	TRUSTEE'S CLAIM NO: 3 PERCENT ALLOWED: **100.00 %**	COURT'S CLAIM# 8

TOYOTA MOTOR CREDIT CORP
P O BOX 9490
CEDAR RAPIDS, IA 52409

$12,600.00
DATE FILED: 6/25/2019

AUTOMOBILE LOAN (V)
Disb level: 21

ACCT: **6480**
COMM: 2017 TOYOTA PRIUS

TRUSTEE'S CLAIM NO: 4
PERCENT ALLOWED: **100.00 % + 5.50%**

COURT'S CLAIM# 7

UNITED STATES TREASURY
P O BOX 7317
PHILADELPHIA, PA 19101-7317

$0.00
DATE FILED: 7/17/2019

PRIORITY CREDITOR (C)
Disb level: 22

ACCT: **2065**
COMM: 2016 2017 INCOME TAXES AMENDED

TRUSTEE'S CLAIM NO: 5
PERCENT ALLOWED: **100.00 %**

COURT'S CLAIM# 1

[redacted]
BROOKSIDE PROPERTIES INC
2002 RICHARD JONES RD STE 200C
NASHVILLE, TN 37215

$0.00
DATE FILED: NOT FILED

COSTED - LEASE PYMT/POST PET
Disb level: 0
PAID OUTSIDE
ACCT:
COMM: RESIDENTIAL LEASE

TRUSTEE'S CLAIM NO: 6
PERCENT ALLOWED: **.00 %**

COURT'S CLAIM#

BECKET AND LEE LLP
PO BOX 3001
MALVERN, PA 19355

$9,518.02
DATE FILED: 5/29/2019

UNSECURED CREDITOR (H)
Disb level: 41

ACCT: **1006**
COMM: AMERICAN EXPRESS NATIONAL BANK

TRUSTEE'S CLAIM NO: 7
PERCENT ALLOWED: **100.00 %**

COURT'S CLAIM# 4

ASCEND FEDERAL CREDIT UNION
P O BOX 1210
TULLAHOMA, TN 37388

$12,900.65
DATE FILED: 5/16/2019

UNSECURED CREDITOR (H)
Disb level: 41

ACCT: **6580**
COMM: CREDIT CARD VISA

TRUSTEE'S CLAIM NO: 8
PERCENT ALLOWED: **100.00 %**

COURT'S CLAIM# 2

BANK OF AMERICA
P O BOX 982238
EL PASO, TX 79998

$0.00
DATE FILED: NOT FILED

UNSECURED CREDITOR (H)
Disb level: 41

ACCT:
COMM: CREDIT CARD

TRUSTEE'S CLAIM NO: 9
PERCENT ALLOWED: **100.00 %**

COURT'S CLAIM#

CAPITAL ONE BANK USA NA
BY AMERICAN INFOSOURCE AS AGENT
P O BOX 71083
CHARLOTTE, NC 28272

$9,906.18
DATE FILED: 6/5/2019

UNSECURED CREDITOR (H)
Disb level: 41

ACCT: **1267**
COMM:

TRUSTEE'S CLAIM NO: 10
PERCENT ALLOWED: **100.00 %**

COURT'S CLAIM# 5

CHASE CARD
P O BOX 15298
WILMINGTON, DE 19850-5298

$0.00
DATE FILED: NOT FILED

NOTICE ONLY (N)
Disb level: 0

ACCT:
COMM:

TRUSTEE'S CLAIM NO: 11
PERCENT ALLOWED: **.00 %**

COURT'S CLAIM#

US ATTORNEY GENERAL
US DEPT OF JUSTICE
950 PENNSYLVANIA AVE
WASHINGTON, DC 20530

$0.00
DATE FILED: NOT FILED

NOTICE ONLY (N)
Disb level: 0

ACCT:
COMM:

TRUSTEE'S CLAIM NO: 12
PERCENT ALLOWED: **.00 %**

COURT'S CLAIM#

UNITED STATES TREASURY
P O BOX 7317
PHILADELPHIA, PA 19101-7317

$0.00
DATE FILED: 7/17/2019

UNSECURED CREDITOR (H)
Disb level: 41

ACCT: **2065**
COMM: 2015 INCOME TAX AMENDED

TRUSTEE'S CLAIM NO: 13
PERCENT ALLOWED: **100.00 %**

COURT'S CLAIM# 1

PAGE 4 - CHAPTER 13 CASE NO. **19-02693-CW3-13**

ASCEND FEDERAL CREDIT UNION P O BOX 1210 TULLAHOMA, TN 37388	**$5,000.00** DATE FILED: 5/16/2019	UNSECURED/MODIFIED (M) Disb level: 31 ACCT: **8090** COMM: VISA
	TRUSTEE'S CLAIM NO: 14 PERCENT ALLOWED: **100.00 % + 9.50%**	COURT'S CLAIM# 3
BANCORPSOUTH BANK P O BOX 4360 TUPELO, MS 38803	**$0.00** DATE FILED: 6/6/2019	MTG-PRE-PETITION ARREARS (E) Disb level: 0 ACCT: COMM: NO PAYMENTS TO BE MADE ON PRE-PETITION ARREARS /0/
	TRUSTEE'S CLAIM NO: 15 PERCENT ALLOWED: **100.00 %**	COURT'S CLAIM# 6
BANCORPSOUTH BANK P O BOX 4360 TUPELO, MS 38803	**$825.00** DATE FILED: 6/6/2019	MTG-GAP PYMTS (POST PET/PRE Disb level: 22 ACCT: COMM: MAY 2019-JULY 2019
	TRUSTEE'S CLAIM NO: 16 PERCENT ALLOWED: **100.00 %**	COURT'S CLAIM# 6
BANCORPSOUTH BANK P O BOX 4360 TUPELO, MS 38803	**$1,023.40** DATE FILED: 9/5/2019	MTG-FEES, COSTS & EXPENSES Disb level: 22 ACCT: **5759** COMM: ATTORNEY FEES
	TRUSTEE'S CLAIM NO: 17 PERCENT ALLOWED: **100.00 %**	COURT'S CLAIM# 6
TOTAL		$56,850.25

The Trustee proposes to pay on such claims in accordance with the confirmed plan, unless such claims are disallowed.

Accordingly, the Trustee notifies the court and the debtor that those claims which have been filed be deemed allowed for the purpose of distribution pursuant to the confirmed plan.

PAGE 5 - CHAPTER 13 CASE NO. **19-02693-CW3-13**

11/22/19
DATE

DT
INITIALS

/s/ Henry E. Hildebrand, III
HENRY E. HILDEBRAND, III
CHAPTER 13 TRUSTEE
P O BOX 340019
NASHVILLE, TN 37203
PHONE: 615-244-1101
FAX: 615-242-3241
pleadings@ch13nsh.com

cc: HENRY E. HILDEBRAND, III
FAWN [redacted] FENTON
[redacted]
BRENTWOOD, TN 37027

ROTHSCHILD AND AUSBROOKS PLLC
1222 16TH AVE SOUTH SUITE 12
NASHVILLE, TN 37212

United States Bankruptcy Court
Middle District of Tennessee

In re **Fawn [redacted] Fenton** Debtor(s)

Case No. **3:19-bk-02693**
Chapter **7**

NOTICE OF CONVERSION FROM CHAPTER 13 TO CHAPTER 7

PLEASE TAKE NOTICE that on ___, the above-captioned Chapter 13 case was converted to Chapter 7 pursuant to 11 U.S.C. §1307(a) and Federal Rule of Bankruptcy Procedure 1017(f)(3).

Date **December 5, 2019**

Signature **/s/ Fawn [redacted] Fenton**
Fawn [redacted] Fenton
Debtor

Attorney **/s/ Mary Beth Ausbrooks**
Mary Beth Ausbrooks

Rothschild & Ausbrooks PLLC
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996
Fax: (615) 242-2003
notice@rothschildbklaw.com

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Fill in this information to identify your case:

United States Bankruptcy Court for the:

MIDDLE DISTRICT OF TENNESSEE

Case number *(if known)* **3:19-bk-02693**

Chapter you are filing under:

- ■ Chapter 7
- ☐ Chapter 11
- ☐ Chapter 12
- ☐ Chapter 13

☐ Check if this is an amended filing

Official Form 101
Voluntary Petition for Individuals Filing for Bankruptcy

12/17

The bankruptcy forms use you and Debtor 1 to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a *joint case*—and in joint cases, these forms use you to ask for information from both debtors. For example, if a form asks, "Do you own a car," the answer would be yes if either debtor owns a car. When information is needed about the spouses separately, the form uses *Debtor 1* and *Debtor 2* to distinguish between them. In joint cases, one of the spouses must report information as *Debtor 1* and the other as *Debtor 2*. The same person must be *Debtor 1* in all of the forms.

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Identify Yourself

	About Debtor 1:	About Debtor 2 (Spouse Only in a Joint Case):
1. Your full name Write the name that is on your government-issued picture identification (for example, your driver's license or passport). Bring your picture identification to your meeting with the trustee.	**Fawn** First name [redacted] Middle name **Fenton** Last name and Suffix (Sr., Jr., II, III)	First name Middle name Last name and Suffix (Sr., Jr., II, III)
2. All other names you have used in the last 8 years Include your married or maiden names.	**Fawn** [redacted] **Fawn** [redacted]	
3. Only the last 4 digits of your Social Security number or federal Individual Taxpayer Identification number (ITIN)	**xxx-xx-2065**	

Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)* **3:19-bk-02693**

	About Debtor 1:	About Debtor 2 (Spouse Only in a Joint Case):
4. Any business names and Employer Identification Numbers (EIN) you have used in the last 8 years Include trade names and *doing business as* names	■ I have not used any business name or EINs. Business name(s) EINs	☐ I have not used any business name or EINs. Business name(s) EINs
5. Where you live	[redacted] **Brentwood, TN 37027** Number, Street, City, State & ZIP Code **Davidson** County **If your mailing address is different from the one above, fill it in here.** Note that the court will send any notices to you at this mailing address. Number, P.O. Box, Street, City, State & ZIP Code	**If Debtor 2 lives at a different address:** Number, Street, City, State & ZIP Code County **If Debtor 2's mailing address is different from yours, fill it in here.** Note that the court will send any notices to this mailing address. Number, P.O. Box, Street, City, State & ZIP Code
6. Why you are choosing *this district* to file for bankruptcy	*Check one:* ■ Over the last 180 days before filing this petition, I have lived in this district longer than in any other district. ☐ I have another reason. Explain. (See 28 U.S.C. § 1408.)	*Check one:* ☐ Over the last 180 days before filing this petition, I have lived in this district longer than in any other district. ☐ I have another reason. Explain. (See 28 U.S.C. § 1408.)

Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)* **3:19-bk-02693**

Part 2: Tell the Court About Your Bankruptcy Case

7. The chapter of the Bankruptcy Code you are choosing to file under

Check one. (For a brief description of each, see *Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)*). Also, go to the top of page 1 and check the appropriate box.

- ■ Chapter 7
- ☐ Chapter 11
- ☐ Chapter 12
- ☐ Chapter 13

8. How you will pay the fee

- ■ **I will pay the entire fee when I file my petition**. Please check with the clerk's office in your local court for more details about how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money order. If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with a pre-printed address.
- ☐ **I need to pay the fee in installments.** If you choose this option, sign and attach the *Application for Individuals to Pay The Filing Fee in Installments* (Official Form 103A).
- ☐ **I request that my fee be waived** (You may request this option only if you are filing for Chapter 7. By law, a judge may, but is not required to, waive your fee, and may do so only if your income is less than 150% of the official poverty line that applies to your family size and you are unable to pay the fee in installments). If you choose this option, you must fill out the *Application to Have the Chapter 7 Filing Fee Waived* (Official Form 103B) and file it with your petition.

9. Have you filed for bankruptcy within the last 8 years?

- ■ No.
- ☐ Yes.

District _____ When _____ Case number _____
District _____ When _____ Case number _____
District _____ When _____ Case number _____

10. Are any bankruptcy cases pending or being filed by a spouse who is not filing this case with you, or by a business partner, or by an affiliate?

- ■ No
- ☐ Yes.

Debtor _____ Relationship to you _____
District _____ When _____ Case number, if known _____
Debtor _____ Relationship to you _____
District _____ When _____ Case number, if known _____

11. Do you rent your residence?

- ☐ No. Go to line 12.
- ■ Yes. Has your landlord obtained an eviction judgment against you?
  - ■ No. Go to line 12.
  - ☐ Yes. Fill out *Initial Statement About an Eviction Judgment Against You* (Form 101A) and file it with this bankruptcy petition.

Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)* **3:19-bk-02693**

Part 3: Report About Any Businesses You Own as a Sole Proprietor

12. Are you a sole proprietor of any full- or part-time business?

A sole proprietorship is a business you operate as an individual, and is not a separate legal entity such as a corporation, partnership, or LLC.

If you have more than one sole proprietorship, use a separate sheet and attach it to this petition.

■ No. Go to Part 4.

☐ Yes. Name and location of business

Name of business, if any

Number, Street, City, State & ZIP Code

Check the appropriate box to describe your business:

☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))

☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))

☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))

☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))

☐ None of the above

13. Are you filing under Chapter 11 of the Bankruptcy Code and are you a *small business debtor?*

For a definition of *small business debtor*, see 11 U.S.C. § 101(51D).

If you are filing under Chapter 11, the court must know whether you are a small business debtor so that it can set appropriate deadlines. If you indicate that you are a small business debtor, you must attach your most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. 1116(1)(B).

■ No. I am not filing under Chapter 11.

☐ No. I am filing under Chapter 11, but I am NOT a small business debtor according to the definition in the Bankruptcy Code.

☐ Yes. I am filing under Chapter 11 and I am a small business debtor according to the definition in the Bankruptcy Code.

Part 4: Report if You Own or Have Any Hazardous Property or Any Property That Needs Immediate Attention

14. Do you own or have any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety? Or do you own any property that needs immediate attention?

For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?

■ No.

☐ Yes.

What is the hazard?

If immediate attention is needed, why is it needed?

Where is the property?

Number, Street, City, State & Zip Code

Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)* **3:19-bk-02693**

Part 5: Explain Your Efforts to Receive a Briefing About Credit Counseling

15. Tell the court whether you have received a briefing about credit counseling.

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

About Debtor 1:

You must check one:

■ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.**

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

☐ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.**

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

☐ **I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.**

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.
If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

☐ **I am not required to receive a briefing about credit counseling because of:**

☐ **Incapacity.**
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

☐ **Disability.**
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

☐ **Active duty.**
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver credit counseling with the court.

About Debtor 2 (Spouse Only in a Joint Case):

You must check one:

☐ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.**

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

☐ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.**

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

☐ **I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.**

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

☐ **I am not required to receive a briefing about credit counseling because of:**

☐ **Incapacity.**
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

☐ **Disability.**
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

☐ **Active duty.**
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)* **3:19-bk-02693**

Part 6: Answer These Questions for Reporting Purposes

16. What kind of debts do you have?

16a. **Are your debts primarily consumer debts?** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

☐ No. Go to line 16b.

■ Yes. Go to line 17.

16b. **Are your debts primarily business debts?** *Business debts* are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment.

☐ No. Go to line 16c.

☐ Yes. Go to line 17.

16c. State the type of debts you owe that are not consumer debts or business debts

17. Are you filing under Chapter 7?

☐ No. I am not filing under Chapter 7. Go to line 18.

Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available for distribution to unsecured creditors?

■ Yes. I am filing under Chapter 7. Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available to distribute to unsecured creditors?

■ No

☐ Yes

18. How many Creditors do you estimate that you owe?

■ 1-49
☐ 50-99
☐ 100-199
☐ 200-999
☐ 1,000-5,000
☐ 5001-10,000
☐ 10,001-25,000
☐ 25,001-50,000
☐ 50,001-100,000
☐ More than100,000

19. How much do you estimate your assets to be worth?

■ $0 - $50,000
☐ $50,001 - $100,000
☐ $100,001 - $500,000
☐ $500,001 - $1 million
☐ $1,000,001 - $10 million
☐ $10,000,001 - $50 million
☐ $50,000,001 - $100 million
☐ $100,000,001 - $500 million
☐ $500,000,001 - $1 billion
☐ $1,000,000,001 - $10 billion
☐ $10,000,000,001 - $50 billion
☐ More than $50 billion

20. How much do you estimate your liabilities to be?

☐ $0 - $50,000
■ $50,001 - $100,000
☐ $100,001 - $500,000
☐ $500,001 - $1 million
☐ $1,000,001 - $10 million
☐ $10,000,001 - $50 million
☐ $50,000,001 - $100 million
☐ $100,000,001 - $500 million
☐ $500,000,001 - $1 billion
☐ $1,000,000,001 - $10 billion
☐ $10,000,000,001 - $50 billion
☐ More than $50 billion

Part 7: Sign Below

For you

I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct.

If I have chosen to file under Chapter 7, I am aware that I may proceed, if eligible, under Chapter 7, 11,12, or 13 of title 11, United States Code. I understand the relief available under each chapter, and I choose to proceed under Chapter 7.

If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document, I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I understand making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

/s/ Fawn [redacted] Fenton
Fawn [redacted] Fenton
Signature of Debtor 1

Executed on **December 5, 2019**
MM / DD / YYYY

Signature of Debtor 2

Executed on
MM / DD / YYYY

Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)* **3:19-bk-02693**

For your attorney, if you are represented by one

If you are not represented by an attorney, you do not need to file this page.

I, the attorney for the debtor(s) named in this petition, declare that I have informed the debtor(s) about eligibility to proceed under Chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each chapter for which the person is eligible. I also certify that I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) and, in a case in which § 707(b)(4)(D) applies, certify that I have no knowledge after an inquiry that the information in the schedules filed with the petition is incorrect.

/s/ Mary Beth Ausbrooks Date **December 5, 2019**
Signature of Attorney for Debtor MM / DD / YYYY

Mary Beth Ausbrooks
Printed name

Rothschild & Ausbrooks PLLC
Firm name

1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
Number, Street, City, State & ZIP Code

Contact phone **(615) 242-3996** Email address **notice@rothschildbklaw.com**

3463 TN
Bar number & State

Fill in this information to identify your case:

Debtor 1: **Fawn [redacted] Fenton** (First Name / Middle Name / Last Name)

Debtor 2 (Spouse if, filing): (First Name / Middle Name / Last Name)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known): **3:19-bk-02693**

☐ Check if this is an amended filing

Official Form 106Sum

Summary of Your Assets and Liabilities and Certain Statistical Information 12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Fill out all of your schedules first; then complete the information on this form. If you are filing amended schedules after you file your original forms, you must fill out a new *Summary* and check the box at the top of this page.

Part 1: Summarize Your Assets

		Your assets Value of what you own
1.	**Schedule A/B: Property** (Official Form 106A/B)	
	1a. Copy line 55, Total real estate, from Schedule A/B	$ 0.00
	1b. Copy line 62, Total personal property, from Schedule A/B	$ 30,270.00
	1c. Copy line 63, Total of all property on Schedule A/B	$ 30,270.00

Part 2: Summarize Your Liabilities

		Your liabilities Amount you owe
2.	*Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 106D)	
	2a. Copy the total you listed in Column A, *Amount of claim,* at the bottom of the last page of Part 1 of *Schedule D*	$ 11,672.82
3.	*Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 106E/F)	
	3a. Copy the total claims from Part 1 (priority unsecured claims) from line 6e of *Schedule E/F*	$ 0.00
	3b. Copy the total claims from Part 2 (nonpriority unsecured claims) from line 6j of *Schedule E/F*	$ 59,845.46
	Your total liabilities	$ 71,518.28

Part 3: Summarize Your Income and Expenses

4.	*Schedule I: Your Income* (Official Form 106I) Copy your combined monthly income from line 12 of *Schedule I*	$ 1,291.67
5.	*Schedule J: Your Expenses* (Official Form 106J) Copy your monthly expenses from line 22c of *Schedule J*	$ 3,055.00

Part 4: Answer These Questions for Administrative and Statistical Records

6. **Are you filing for bankruptcy under Chapters 7, 11, or 13?**

☐ No. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.

■ Yes

7. **What kind of debt do you have?**

■ **Your debts are primarily consumer debts.** *Consumer debts* are those "incurred by an individual primarily for a personal, family, or household purpose." 11 U.S.C. § 101(8). Fill out lines 8-9g for statistical purposes. 28 U.S.C. § 159.

☐ **Your debts are not primarily consumer debts**. You have nothing to report on this part of the form. *Check this box* and submit this form to the court with your other schedules.

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Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)* **3:19-bk-02693**

8. **From the *Statement of Your Current Monthly Income*:** Copy your total current monthly income from Official Form 122A-1 Line 11; **OR**, Form 122B Line 11; **OR**, Form 122C-1 Line 14. $ **6,250.00**

9. **Copy the following special categories of claims from Part 4, line 6 of *Schedule E/F*:**

From Part 4 on *Schedule E/F*, copy the following:	**Total claim**
9a. Domestic support obligations (Copy line 6a.)	$ 0.00
9b. Taxes and certain other debts you owe the government. (Copy line 6b.)	$ 0.00
9c. Claims for death or personal injury while you were intoxicated. (Copy line 6c.)	$ 0.00
9d. Student loans. (Copy line 6f.)	$ 0.00
9e. Obligations arising out of a separation agreement or divorce that you did not report as priority claims. (Copy line 6g.)	$ 0.00
9f. Debts to pension or profit-sharing plans, and other similar debts. (Copy line 6h.)	+$ 0.00
9g. **Total.** Add lines 9a through 9f.	$ 0.00

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Fill in this information to identify your case and this filing:

Debtor 1 Fawn [redacted] Fenton
First Name Middle Name Last Name

Debtor 2 (Spouse, if filing)
First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number 3:19-bk-02693

☐ Check if this is an amended filing

Official Form 106A/B
Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. **Do you own or have any legal or equitable interest in any residence, building, land, or similar property?**

■ No. Go to Part 2.
☐ Yes. Where is the property?

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases.*

3. **Cars, vans, trucks, tractors, sport utility vehicles, motorcycles**

☐ No
■ Yes

3.1 Make: Toyota Model: Prius Year: 2017 Approximate mileage: 30,000 Other information: **VIN:** [redacted]	**Who has an interest in the property?** Check one ■ Debtor 1 only ☐ Debtor 2 only ☐ Debtor 1 and Debtor 2 only ☐ At least one of the debtors and another ☐ **Check if this is community property** (see instructions)	Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property.*	**Current value of the entire property?**	**Current value of the portion you own?**
			$14,500.00	**$14,500.00**

4. **Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories**
Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

■ No
☐ Yes

5 **Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>** **$14,500.00**

Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

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Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)* **3:19-bk-02693**

6. **Household goods and furnishings**
Examples: Major appliances, furniture, linens, china, kitchenware
☐ No
■ Yes. Describe.....

Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items **$1,500.00**

7. **Electronics**
Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games
☐ No
■ Yes. Describe.....

Cellphone, Laptop, TV, Tablet **$1,000.00**

8. **Collectibles of value**
Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles
☐ No
■ Yes. Describe.....

Breyer Horses **$900.00**

9. **Equipment for sports and hobbies**
Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments
■ No
☐ Yes. Describe.....

10. **Firearms**
Examples: Pistols, rifles, shotguns, ammunition, and related equipment
☐ No
■ Yes. Describe.....

AR15, FN-FAL, Glock 23, Rugger SP101 **$2,700.00**

11. **Clothes**
Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories
☐ No
■ Yes. Describe.....

Clothing/Shoes/Purse **$500.00**

12. **Jewelry**
Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver
☐ No
■ Yes. Describe.....

Wedding Ring $1500 and Costume jewelry **$1,500.00**

13. **Non-farm animals**
Examples: Dogs, cats, birds, horses
☐ No
■ Yes. Describe.....

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Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)* **3:19-bk-02693**

Dog, 2 Bunnies, Fish	**$0.00**

14. **Any other personal and household items you did not already list, including any health aids you did not list**
☐ No
■ Yes. Give specific information.....

Items in storage **Books, Luggage, Pet Supplies, Christmas Decorations**	**$1,000.00**
2 Aquarium located at [redacted]	**$500.00**

15. **Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here** **$9,600.00**

Part 4: Describe Your Financial Assets

Do you own or have any legal or equitable interest in any of the following?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

16. **Cash**
Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition
☐ No
■ Yes.....

Cash	**$200.00**

17. **Deposits of money**
Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.
☐ No
■ Yes..... Institution name:

17.1.	**Checking**	**First Farmers & Merchants**	**$5,000.00**
17.2.	**Checking**	**Ascend Federal CU**	**$120.00**
17.3.	**Savings**	**First Farmers & Merchants**	**$850.00**
17.4.	**Savings**	**Ascend Federal CU**	**$0.00**

18. **Bonds, mutual funds, or publicly traded stocks**
Examples: Bond funds, investment accounts with brokerage firms, money market accounts
■ No
☐ Yes..... Institution or issuer name:

19. **Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture**
■ No
☐ Yes. Give specific information about them.....
Name of entity: % of ownership:

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Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)* **3:19-bk-02693**

20. **Government and corporate bonds and other negotiable and non-negotiable instruments**
Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders.
Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.
■ No
☐ Yes. Give specific information about them
Issuer name:

21. **Retirement or pension accounts**
Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans
■ No
☐ Yes. List each account separately.
Type of account: Institution name:

22. **Security deposits and prepayments**
Your share of all unused deposits you have made so that you may continue service or use from a company
Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others
■ No
☐ Yes. ..... Institution name or individual:

23. **Annuities** (A contract for a periodic payment of money to you, either for life or for a number of years)
■ No
☐ Yes..... Issuer name and description.

24. **Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.**
26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).
■ No
☐ Yes..... Institution name and description. Separately file the records of any interests.11 U.S.C. § 521(c):

25. **Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit**
■ No
☐ Yes. Give specific information about them...

26. **Patents, copyrights, trademarks, trade secrets, and other intellectual property**
Examples: Internet domain names, websites, proceeds from royalties and licensing agreements
■ No
☐ Yes. Give specific information about them...

27. **Licenses, franchises, and other general intangibles**
Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses
■ No
☐ Yes. Give specific information about them...

Money or property owed to you?	**Current value of the portion you own?** Do not deduct secured claims or exemptions.

28. **Tax refunds owed to you**
■ No
☐ Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

29. **Family support**
Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement
■ No
☐ Yes. Give specific information.....

30. **Other amounts someone owes you**
Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else
■ No
☐ Yes. Give specific information..

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Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)* **3:19-bk-02693**

31. **Interests in insurance policies**
Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

■ No
☐ Yes. Name the insurance company of each policy and list its value.

Company name:	Beneficiary:	Surrender or refund value:

32. **Any interest in property that is due you from someone who has died**
If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

■ No
☐ Yes. Give specific information..

33. **Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment**
Examples: Accidents, employment disputes, insurance claims, or rights to sue

■ No
☐ Yes. Describe each claim.....

34. **Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims**

■ No
☐ Yes. Describe each claim.....

35. **Any financial assets you did not already list**

■ No
☐ Yes. Give specific information..

36. **Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....** **$6,170.00**

Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

37. **Do you own or have any legal or equitable interest in any business-related property?**

■ No. Go to Part 6.
☐ Yes. Go to line 38.

Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.
If you own or have an interest in farmland, list it in Part 1.

46. **Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?**

■ No. Go to Part 7.
☐ Yes. Go to line 47.

Part 7: Describe All Property You Own or Have an Interest In That You Did Not List Above

53. **Do you have other property of any kind you did not already list?**
Examples: Season tickets, country club membership

■ No
☐ Yes. Give specific information.....

54. **Add the dollar value of all of your entries from Part 7. Write that number here .....** **$0.00**

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Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)* **3:19-bk-02693**

Part 8 List the Totals of Each Part of this Form

55.	**Part 1: Total real estate, line 2**			**$0.00**
56.	**Part 2: Total vehicles, line 5**	**$14,500.00**		
57.	**Part 3: Total personal and household items, line 15**	**$9,600.00**		
58.	**Part 4: Total financial assets, line 36**	**$6,170.00**		
59.	**Part 5: Total business-related property, line 45**	**$0.00**		
60.	**Part 6: Total farm- and fishing-related property, line 52**	**$0.00**		
61.	**Part 7: Total other property not listed, line 54** +	**$0.00**		
62.	**Total personal property.** Add lines 56 through 61...	**$30,270.00**	Copy personal property total	**$30,270.00**
63.	**Total of all property on Schedule A/B.** Add line 55 + line 62			**$30,270.00**

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Fill in this information to identify your case:

Debtor 1: Fawn [redacted] Fenton (First Name / Middle Name / Last Name)

Debtor 2 (Spouse if, filing): (First Name / Middle Name / Last Name)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known): 3:19-bk-02693

☐ Check if this is an amended filing

Official Form 106C

Schedule C: The Property You Claim as Exempt

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

Part 1: Identify the Property You Claim as Exempt

1. **Which set of exemptions are you claiming?** *Check one only, even if your spouse is filing with you.*

   ■ You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)

   ☐ You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. **For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.**

Brief description of the property and line on *Schedule A/B* that lists this property	Current value of the portion you own Copy the value from *Schedule A/B*	Amount of the exemption you claim *Check only one box for each exemption.*	Specific laws that allow exemption
2017 Toyota Prius 30,000 miles **VIN:** [redacted] Line from *Schedule A/B*: **3.1**	**$14,500.00**	■ **$1,130.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
AR15, FN-FAL, Glock 23, Rugger SP101 Line from *Schedule A/B*: **10.1**	**$2,700.00**	■ **$2,700.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Clothing/Shoes/Purse Line from *Schedule A/B*: **11.1**	**$500.00**	■ **100%** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-104**
Cash Line from *Schedule A/B*: **16.1**	**$200.00**	■ **$200.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Checking: First Farmers & Merchants Line from *Schedule A/B*: **17.1**	**$5,000.00**	■ **$5,000.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**

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Debtor 1 **Fawn [redacted] Fenton** Case number (if known) **3:19-bk-02693**

Brief description of the property and line on *Schedule A/B* that lists this property	Current value of the portion you own Copy the value from *Schedule A/B*	Amount of the exemption you claim *Check only one box for each exemption.*	Specific laws that allow exemption
Checking: Ascend Federal CU Line from *Schedule A/B*: **17.2**	**$120.00**	■ **$120.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Savings: First Farmers & Merchants Line from *Schedule A/B*: **17.3**	**$850.00**	■ **$850.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**

3. **Are you claiming a homestead exemption of more than $170,350?**
(Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.)

■ No

☐ Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?

☐ No

☐ Yes

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Fill in this information to identify your case:

Debtor 1 Fawn [redacted] Fenton
First Name Middle Name Last Name

Debtor 2 (Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known) 3:19-bk-02693

☐ Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

☐ No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.

■ Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

	Column A	Column B	Column C
	Amount of claim Do not deduct the value of collateral.	**Value of collateral that supports this claim**	**Unsecured portion** If any
2.1 **Toyota Motor Credit Co.**	$11,672.82	$14,500.00	$0.00

Creditor's Name

Attn Officer Manager or Agent
PO Box 9013
Addison, TX 75001

Number, Street, City, State & Zip Code

Describe the property that secures the claim:
2017 Toyota Prius 30,000 miles
VIN: [redacted]

As of the date you file, the claim is: Check all that apply.
☐ Contingent
☐ Unliquidated
☐ Disputed

Who owes the debt? Check one.
■ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ **Check if this claim relates to a community debt**

Nature of lien. Check all that apply.
☐ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
■ Other (including a right to offset) **PMSI**

Date debt was incurred 09/15/2016 **Last 4 digits of account number**

Add the dollar value of your entries in Column A on this page. Write that number here:	$11,672.82
If this is the last page of your form, add the dollar value totals from all pages. Write that number here:	$11,672.82

Part 2: List Others to Be Notified for a Debt That You Already Listed

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

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Fill in this information to identify your case:

Debtor 1	Fawn [redacted]	Fenton	
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)	First Name	Middle Name	Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known) 3:19-bk-02693

☐ Check if this is an amended filing

Official Form 106E/F
Schedule E/F: Creditors Who Have Unsecured Claims 12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY claims and Part 2 for creditors with NONPRIORITY claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Property (Official Form 106A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G). Do not include any creditors with partially secured claims that are listed in Schedule D: Creditors Who Have Claims Secured by Property. If more space is needed, copy the Part you need, fill it out, number the entries in the boxes on the left. Attach the Continuation Page to this page. If you have no information to report in a Part, do not file that Part. On the top of any additional pages, write your name and case number (if known).

Part 1: List All of Your PRIORITY Unsecured Claims

1. **Do any creditors have priority unsecured claims against you?**
   - ☐ No. Go to Part 2.
   - ■ Yes.
2. **List all of your priority unsecured claims.** If a creditor has more than one priority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. If a claim has both priority and nonpriority amounts, list that claim here and show both priority and nonpriority amounts. As much as possible, list the claims in alphabetical order according to the creditor's name. If you have more than two priority unsecured claims, fill out the Continuation Page of Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3.

(For an explanation of each type of claim, see the instructions for this form in the instruction booklet.)

			Total claim	Priority amount	Nonpriority amount
2.1	**IRS Insolvency** Priority Creditor's Name **Attn: Officer Manager or Agent** **PO Box 7346** **Philadelphia, PA 19101-7346** Number Street City State Zip Code	Last 4 digits of account number ____ When was the debt incurred? ____	$0.00	$0.00	$0.00

Who incurred the debt? Check one.
- ■ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ **Check if this claim is for a community debt**

Is the claim subject to offset?
- ■ No
- ☐ Yes

As of the date you file, the claim is: Check all that apply
- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of PRIORITY unsecured claim:
- ☐ Domestic support obligations
- ■ Taxes and certain other debts you owe the government
- ☐ Claims for death or personal injury while you were intoxicated
- ☐ Other. Specify ____

Notice

Part 2: List All of Your NONPRIORITY Unsecured Claims

3. **Do any creditors have nonpriority unsecured claims against you?**
   - ☐ No. You have nothing to report in this part. Submit this form to the court with your other schedules.
   - ■ Yes.
4. **List all of your nonpriority unsecured claims in the alphabetical order of the creditor who holds each claim.** If a creditor has more than one nonpriority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. Do not list claims already included in Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3.If you have more than three nonpriority unsecured claims fill out the Continuation Page of Part 2.

Total claim

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Debtor 1 **Fawn [redacted] Fenton** Case number (If known) **3:19-bk-02693**

4.1 **American InfoSource as agent** — **$9,906.18**
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 71083
Charlotte, NC 28272-1083
Number Street City State Zip Code

Who incurred the debt? Check one.
- ■ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ **Check if this claim is for a community debt**

Is the claim subject to offset?
- ■ No
- ☐ Yes

Last 4 digits of account number _____

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply
- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:
- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ■ Other. Specify **re: Capital One Bank USA NA**

4.2 **Ascend Federal Credit Union** — **$12,900.65**
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 1210
Tullahoma, TN 37388
Number Street City State Zip Code

Who incurred the debt? Check one.
- ■ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ **Check if this claim is for a community debt**

Is the claim subject to offset?
- ■ No
- ☐ Yes

Last 4 digits of account number _____

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply
- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:
- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ■ Other. Specify **Credit Card**

4.3 **Ascend Federal Credit Union** — **$4,212.89**
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 1210
Tullahoma, TN 37388
Number Street City State Zip Code

Who incurred the debt? Check one.
- ■ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ **Check if this claim is for a community debt**

Is the claim subject to offset?
- ■ No
- ☐ Yes

Last 4 digits of account number _____

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply
- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:
- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ■ Other. Specify **Credit Card**

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Debtor 1 Fawn [redacted] Fenton Case number (if known) 3:19-bk-02693

4.4 **BanCorp South** — $0.00
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 4360
Tupelo, MS 38803
Number Street City State Zip Code
Who incurred the debt? Check one.
■ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ **Check if this claim is for a community debt**
Is the claim subject to offset?
■ No
☐ Yes
Last 4 digits of account number ____
When was the debt incurred? ____
As of the date you file, the claim is: Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed
Type of NONPRIORITY unsecured claim:
☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
■ Other. Specify **1986 Sunny Side Drive Brentwood, TN 37027 Notice**

4.5 **Bank of America** — $11,793.22
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 982238
El Paso, TX 79998
Number Street City State Zip Code
Who incurred the debt? Check one.
■ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ **Check if this claim is for a community debt**
Is the claim subject to offset?
■ No
☐ Yes
Last 4 digits of account number ____
When was the debt incurred? ____
As of the date you file, the claim is: Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed
Type of NONPRIORITY unsecured claim:
☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
■ Other. Specify **Credit Card**

4.6 **Becket & Lee LLP** — $9,518.02
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 3001
Malvern, PA 19355-0701
Number Street City State Zip Code
Who incurred the debt? Check one.
■ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ **Check if this claim is for a community debt**
Is the claim subject to offset?
■ No
☐ Yes
Last 4 digits of account number ____
When was the debt incurred? ____
As of the date you file, the claim is: Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed
Type of NONPRIORITY unsecured claim:
☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
■ Other. Specify **re: American Express**

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Debtor 1 **Fawn [redacted] Fenton** Case number (if known) **3:19-bk-02693**

4.7 **Chase Card** — Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 15298
Wilmington, DE 19850
Number Street City State Zip Code
Who incurred the debt? Check one.
■ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ **Check if this claim is for a community debt**
Is the claim subject to offset?
■ No
☐ Yes

Last 4 digits of account number _____ **$0.00**
When was the debt incurred? _____
As of the date you file, the claim is: Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed
Type of NONPRIORITY unsecured claim:
☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
■ Other. Specify **Notice**

4.8 **Specialized Loan Servicing, LLC** — Nonpriority Creditor's Name
Attn: Officer Manager or Agent
8742 Lucent Blvd., Suite 300
Highlands Ranch, CO 80129
Number Street City State Zip Code
Who incurred the debt? Check one.
■ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ **Check if this claim is for a community debt**
Is the claim subject to offset?
■ No
☐ Yes

Last 4 digits of account number _____ **$0.00**
When was the debt incurred? _____
As of the date you file, the claim is: Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed
Type of NONPRIORITY unsecured claim:
☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
■ Other. Specify **1986 Sunny Side Drive Brentwood, TN 37027 Notice**

4.9 **Virginia Lee Story** — Nonpriority Creditor's Name
Attn: Officer Manager or Agent
136 Fourth Ave. South
Franklin, TN 37064
Number Street City State Zip Code
Who incurred the debt? Check one.
■ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ **Check if this claim is for a community debt**
Is the claim subject to offset?
■ No
☐ Yes

Last 4 digits of account number _____ **$11,514.50**
When was the debt incurred? _____
As of the date you file, the claim is: Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed
Type of NONPRIORITY unsecured claim:
☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
■ Other. Specify **Attorney Fees - Divorce Proceeding**

Part 3: List Others to Be Notified About a Debt That You Already Listed

5. Use this page only if you have others to be notified about your bankruptcy, for a debt that you already listed in Parts 1 or 2. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the original creditor in Parts 1 or 2, then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Parts 1 or 2, list the additional creditors here. If you do not have additional persons to be notified for any debts in Parts 1 or 2, do not fill out or submit this page.

Debtor 1 **Fawn [redacted] Fenton** Case number (if known) **3:19-bk-02693**

Name and Address
IRS Insolvency
801 Broadway Room 285
MDP 146
Nashville, TN 37203

On which entry in Part 1 or Part 2 did you list the original creditor?
Line **2.1** of (*Check one*):
■ Part 1: Creditors with Priority Unsecured Claims
☐ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address
US Attorney General
US Department of Justice
950 Pennsylvania Avenue
Washington, DC 20530

On which entry in Part 1 or Part 2 did you list the original creditor?
Line **2.1** of (*Check one*):
■ Part 1: Creditors with Priority Unsecured Claims
☐ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Part 4: Add the Amounts for Each Type of Unsecured Claim

6. Total the amounts of certain types of unsecured claims. This information is for statistical reporting purposes only. 28 U.S.C. §159. Add the amounts for each type of unsecured claim.

				Total Claim
	6a.	**Domestic support obligations**	6a.	$ 0.00
Total claims from Part 1	6b.	**Taxes and certain other debts you owe the government**	6b.	$ 0.00
	6c.	**Claims for death or personal injury while you were intoxicated**	6c.	$ 0.00
	6d.	**Other.** Add all other priority unsecured claims. Write that amount here.	6d.	$ 0.00
	6e.	**Total Priority.** Add lines 6a through 6d.	6e.	$ 0.00
				Total Claim
	6f.	**Student loans**	6f.	$ 0.00
Total claims from Part 2	6g.	**Obligations arising out of a separation agreement or divorce that you did not report as priority claims**	6g.	$ 0.00
	6h.	**Debts to pension or profit-sharing plans, and other similar debts**	6h.	$ 0.00
	6i.	**Other.** Add all other nonpriority unsecured claims. Write that amount here.	6i.	$ 59,845.46
	6j.	**Total Nonpriority.** Add lines 6f through 6i.	6j.	$ 59,845.46

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Fill in this information to identify your case:

Debtor 1 **Fawn [redacted] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known) **3:19-bk-02693**

☐ Check if this is an amended filing

Official Form 106G
Schedule G: Executory Contracts and Unexpired Leases 12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the additional page, fill it out, number the entries, and attach it to this page. On the top of any additional pages, write your name and case number (If known).

1. **Do you have any executory contracts or unexpired leases?**
   ☐ No. Check this box and file this form with the court with your other schedules. You have nothing else to report on this form.
   ■ Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B:Property* (Official Form 106 A/B).

2. **List separately each person or company with whom you have the contract or lease. Then state what each contract or lease is for (for example, rent, vehicle lease, cell phone).** See the instructions for this form in the instruction booklet for more examples of executory contracts and unexpired leases.

Person or company with whom you have the contract or lease Name, Number, Street, City, State and ZIP Code	State what the contract or lease is for
2.1 [redacted] **c/o Brookside Properties, Inc.** **2002 Richard Jones Road, Suite 200-C** **Nashville, TN 37215**	**Assume Residential Lease** **Ends 08/2020**

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Fill in this information to identify your case:

Debtor 1 **Fawn [redacted] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number **3:19-bk-02693**
(if known)

☐ Check if this is an amended filing

Official Form 106H
Schedule H: Your Codebtors

12/15

Codebtors are people or entities who are also liable for any debts you may have. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, and number the entries in the boxes on the left. Attach the Additional Page to this page. On the top of any Additional Pages, write your name and case number (if known). Answer every question.

1. Do you have any codebtors? (If you are filing a joint case, do not list either spouse as a codebtor.

■ No
☐ Yes

2. Within the last 8 years, have you lived in a community property state or territory? (*Community property states and territories* include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, and Wisconsin.)

■ No. Go to line 3.
☐ Yes. Did your spouse, former spouse, or legal equivalent live with you at the time?

3. In Column 1, list all of your codebtors. Do not include your spouse as a codebtor if your spouse is filing with you. List the person shown in line 2 again as a codebtor only if that person is a guarantor or cosigner. Make sure you have listed the creditor on Schedule D (Official Form 106D), Schedule E/F (Official Form 106E/F), or Schedule G (Official Form 106G). Use Schedule D, Schedule E/F, or Schedule G to fill out Column 2.

Column 1: **Your codebtor**
Name, Number, Street, City, State and ZIP Code

Column 2: **The creditor to whom you owe the debt**
Check all schedules that apply:

3.1
Name
Number Street
City State ZIP Code

☐ Schedule D, line _____
☐ Schedule E/F, line _____
☐ Schedule G, line _____

3.2
Name
Number Street
City State ZIP Code

☐ Schedule D, line _____
☐ Schedule E/F, line _____
☐ Schedule G, line _____

Fill in this information to identify your case:

Debtor 1 Fawn [redacted] Fenton

Debtor 2 (Spouse, if filing)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (If known) 3:19-bk-02693

Check if this is:

- ■ An amended filing
- ☐ A supplement showing postpetition chapter 13 income as of the following date:

MM / DD/ YYYY

Official Form 106I

Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. **Fill in your employment information.**

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

	Debtor 1	Debtor 2 or non-filing spouse
Employment status	☐ Employed ■ Not employed	☐ Employed ☐ Not employed
Occupation		
Employer's name		
Employer's address		
How long employed there?		

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write $0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

		For Debtor 1	For Debtor 2 or non-filing spouse
2. **List monthly gross wages, salary, and commissions** (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	2.	$ 0.00	$ N/A
3. **Estimate and list monthly overtime pay.**	3.	+$ 0.00	+$ N/A
4. **Calculate gross income.** Add line 2 + line 3.	4.	$ 0.00	$ N/A

Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) **3:19-bk-02693**

			For Debtor 1		For Debtor 2 or non-filing spouse
	Copy line 4 here	4.	$ 0.00		$ N/A
5.	**List all payroll deductions:**				
5a.	**Tax, Medicare, and Social Security deductions**	5a.	$ 0.00		$ N/A
5b.	**Mandatory contributions for retirement plans**	5b.	$ 0.00		$ N/A
5c.	**Voluntary contributions for retirement plans**	5c.	$ 0.00		$ N/A
5d.	**Required repayments of retirement fund loans**	5d.	$ 0.00		$ N/A
5e.	**Insurance**	5e.	$ 0.00		$ N/A
5f.	**Domestic support obligations**	5f.	$ 0.00		$ N/A
5g.	**Union dues**	5g.	$ 0.00		$ N/A
5h.	**Other deductions.** Specify:	5h.+	$ 0.00	+	$ N/A
6.	**Add the payroll deductions.** Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6.	$ 0.00		$ N/A
7.	**Calculate total monthly take-home pay.** Subtract line 6 from line 4.	7.	$ 0.00		$ N/A
8.	**List all other income regularly received:**				
8a.	**Net income from rental property and from operating a business, profession, or farm** Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a.	$ 0.00		$ N/A
8b.	**Interest and dividends**	8b.	$ 0.00		$ N/A
8c.	**Family support payments that you, a non-filing spouse, or a dependent regularly receive** Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c.	$ 0.00		$ N/A
8d.	**Unemployment compensation**	8d.	$ 1,191.67		$ N/A
8e.	**Social Security**	8e.	$ 0.00		$ N/A
8f.	**Other government assistance that you regularly receive** Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: **Anticipated Food Stamps**	8f.	$ 100.00		$ N/A
8g.	**Pension or retirement income**	8g.	$ 0.00		$ N/A
8h.	**Other monthly income.** Specify:	8h.+	$ 0.00	+	$ N/A
9.	**Add all other income.** Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9.	$ 1,291.67		$ N/A
10.	**Calculate monthly income.** Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10.	$ 1,291.67	+ $ N/A	= $ 1,291.67

11. **State all other regular contributions to the expenses that you list in *Schedule J.*** Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in *Schedule J.* Specify: 11. +$ 0.00

12. **Add the amount in the last column of line 10 to the amount in line 11.** The result is the combined monthly income. Write that amount on the *Summary of Schedules* and *Statistical Summary of Certain Liabilities* and Related *Data,* if it applies 12. $ 1,291.67 **Combined monthly income**

13. **Do you expect an increase or decrease within the year after you file this form?**

■ No.

☐ Yes. Explain: **Debtor was let go from her prior employer and received severance through September 30, 2019. She has applied for unemployment and is looking for a new job. Anticipated income is listed on Schedule I.**

Fill in this information to identify your case:

Debtor 1 **Fawn [redacted] Fenton**

Debtor 2 (Spouse, if filing)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (If known) **3:19-bk-02693**

Check if this is:
- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

Official Form 106J

Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Your Household

1. **Is this a joint case?**
   - ■ No. Go to line 2.
   - ☐ Yes. **Does Debtor 2 live in a separate household?**
     - ☐ No
     - ☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household* of Debtor 2.

2. **Do you have dependents?** ■ No

Do not list Debtor 1 and Debtor 2. ☐ Yes. Fill out this information for each dependent.....

Do not state the dependents names.

Dependent's relationship to Debtor 1 or Debtor 2	Dependent's age	Does dependent live with you?
		☐ No ☐ Yes
		☐ No ☐ Yes
		☐ No ☐ Yes
		☐ No ☐ Yes

3. **Do your expenses include expenses of people other than yourself and your dependents?** ■ No ☐ Yes

Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

		Your expenses
4.	**The rental or home ownership expenses for your residence.** Include first mortgage payments and any rent for the ground or lot.	4. $ 1,229.00
	If not included in line 4:	
4a.	Real estate taxes	4a. $ 0.00
4b.	Property, homeowner's, or renter's insurance	4b. $ 15.00
4c.	Home maintenance, repair, and upkeep expenses	4c. $ 0.00
4d.	Homeowner's association or condominium dues	4d. $ 0.00
5.	**Additional mortgage payments for your residence,** such as home equity loans	5. $ 0.00

Debtor 1 **Fawn [redacted] Fenton** Case number (if known) **3:19-bk-02693**

6.	**Utilities:**		
6a.	Electricity, heat, natural gas	6a. $	90.00
6b.	Water, sewer, garbage collection	6b. $	0.00
6c.	Telephone, cell phone, Internet, satellite, and cable services	6c. $	100.00
6d.	Other. Specify:	6d. $	0.00
7.	**Food and housekeeping supplies**	7. $	500.00
8.	**Childcare and children's education costs**	8. $	0.00
9.	**Clothing, laundry, and dry cleaning**	9. $	89.00
10.	**Personal care products and services**	10. $	50.00
11.	**Medical and dental expenses**	11. $	10.00
12.	**Transportation.** Include gas, maintenance, bus or train fare. Do not include car payments.	12. $	150.00
13.	**Entertainment, clubs, recreation, newspapers, magazines, and books**	13. $	0.00
14.	**Charitable contributions and religious donations**	14. $	25.00
15.	**Insurance.** Do not include insurance deducted from your pay or included in lines 4 or 20.		
15a.	Life insurance	15a. $	0.00
15b.	Health insurance	15b. $	0.00
15c.	Vehicle insurance	15c. $	170.00
15d.	Other insurance. Specify:	15d. $	0.00
16.	**Taxes.** Do not include taxes deducted from your pay or included in lines 4 or 20. Specify:	16. $	0.00
17.	**Installment or lease payments:**		
17a.	Car payments for Vehicle 1	17a. $	300.00
17b.	Car payments for Vehicle 2	17b. $	0.00
17c.	Other. Specify: **Storage**	17c. $	127.00
17d.	Other. Specify:	17d. $	0.00
18.	**Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, *Schedule I, Your Income* (Official Form 106I).**	18. $	0.00
19.	**Other payments you make to support others who do not live with you.** Specify:	19. $	0.00
20.	**Other real property expenses not included in lines 4 or 5 of this form or on *Schedule I: Your Income*.**		
20a.	Mortgages on other property	20a. $	0.00
20b.	Real estate taxes	20b. $	0.00
20c.	Property, homeowner's, or renter's insurance	20c. $	0.00
20d.	Maintenance, repair, and upkeep expenses	20d. $	0.00
20e.	Homeowner's association or condominium dues	20e. $	0.00
21.	**Other:** Specify: **Pet Supplies - 1 Dog & 2 Bunnies & Fish**	21. +$	200.00
22.	**Calculate your monthly expenses**		
22a.	Add lines 4 through 21.	$	3,055.00
22b.	Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2	$	
22c.	Add line 22a and 22b. The result is your monthly expenses.	$	3,055.00
23.	**Calculate your monthly net income.**		
23a.	Copy line 12 *(your combined monthly income)* from Schedule I.	23a. $	1,291.67
23b.	Copy your monthly expenses from line 22c above.	23b. -$	3,055.00
23c.	Subtract your monthly expenses from your monthly income. The result is your *monthly net income*.	23c. $	-1,763.33

24. **Do you expect an increase or decrease in your expenses within the year after you file this form?**
For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?

■ No.

☐ Yes. Explain here: **Health Insurance through prior employer ended on September 30, 2019. She is unsure how much her medical expenses will be moving forward.**

Fill in this information to identify your case:

Debtor 1 **Fawn [redacted] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number **3:19-bk-02693**
(if known)

☐ Check if this is an amended filing

Official Form 106Dec

Declaration About an Individual Debtor's Schedules

12/15

If two married people are filing together, both are equally responsible for supplying correct information.

You must file this form whenever you file bankruptcy schedules or amended schedules. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

[redacted] Sign Below

Did you pay or agree to pay someone who is NOT an attorney to help you fill out bankruptcy forms?

■ No

☐ Yes. Name of person _____ Attach *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119)

Under penalty of perjury, I declare that I have read the summary and schedules filed with this declaration and that they are true and correct.

X **/s/ Fawn [redacted] Fenton**
Fawn [redacted] Fenton
Signature of Debtor 1

Date **December 5, 2019**

X _____
Signature of Debtor 2

Date _____

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Fill in this information to identify your case:

Debtor 1	Fawn [redacted]	Fenton	
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)	First Name	Middle Name	Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known) 3:19-bk-02693

☐ Check if this is an amended filing

Official Form 107
Statement of Financial Affairs for Individuals Filing for Bankruptcy

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Give Details About Your Marital Status and Where You Lived Before

1. What is your current marital status?

- ■ Married
- ☐ Not married

2. During the last 3 years, have you lived anywhere other than where you live now?

- ☐ No
- ■ Yes. List all of the places you lived in the last 3 years. Do not include where you live now.

Debtor 1 Prior Address:	Dates Debtor 1 lived there	Debtor 2 Prior Address:	Dates Debtor 2 lived there
1986 Sunny Side Drive Brentwood, TN 37027	From-To: **May 2011 - April 2018**	☐ Same as Debtor 1	☐ Same as Debtor 1 From-To:

3. Within the last 8 years, did you ever live with a spouse or legal equivalent in a community property state or territory? (*Community property states and territories* include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington and Wisconsin.)

- ■ No
- ☐ Yes. Make sure you fill out *Schedule H: Your Codebtors* (Official Form 106H).

Part 2 Explain the Sources of Your Income

4. Did you have any income from employment or from operating a business during this year or the two previous calendar years?
Fill in the total amount of income you received from all jobs and all businesses, including part-time activities.
If you are filing a joint case and you have income that you receive together, list it only once under Debtor 1.

- ☐ No
- ■ Yes. Fill in the details.

	Debtor 1 Sources of income Check all that apply.	Debtor 1 Gross income (before deductions and exclusions)	Debtor 2 Sources of income Check all that apply.	Debtor 2 Gross income (before deductions and exclusions)
From January 1 of current year until the date you filed for bankruptcy:	■ Wages, commissions, bonuses, tips	**$60,625.00**	☐ Wages, commissions, bonuses, tips	
	☐ Operating a business		☐ Operating a business	

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) **3:19-bk-02693**

	Debtor 1 Sources of income Check all that apply.	Gross income (before deductions and exclusions)	Debtor 2 Sources of income Check all that apply.	Gross income (before deductions and exclusions)
For last calendar year: (January 1 to December 31, 2018)	■ Wages, commissions, bonuses, tips ☐ Operating a business	**$93,108.00**	☐ Wages, commissions, bonuses, tips ☐ Operating a business	
For the calendar year before that: (January 1 to December 31, 2017)	■ Wages, commissions, bonuses, tips ☐ Operating a business	**$93,677.00**	☐ Wages, commissions, bonuses, tips ☐ Operating a business	

5. Did you receive any other income during this year or the two previous calendar years?
Include income regardless of whether that income is taxable. Examples of *other income* are alimony; child support; Social Security, unemployment, and other public benefit payments; pensions; rental income; interest; dividends; money collected from lawsuits; royalties; and gambling and lottery winnings. If you are filing a joint case and you have income that you received together, list it only once under Debtor 1.

List each source and the gross income from each source separately. Do not include income that you listed in line 4.

■ No
☐ Yes. Fill in the details.

	Debtor 1 Sources of income Describe below.	Gross income from each source (before deductions and exclusions)	Debtor 2 Sources of income Describe below.	Gross income (before deductions and exclusions)

Part 3: List Certain Payments You Made Before You Filed for Bankruptcy

6. Are either Debtor 1's or Debtor 2's debts primarily consumer debts?

☐ No. **Neither Debtor 1 nor Debtor 2 has primarily consumer debts.** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of $6,825* or more?

☐ No. Go to line 7.
☐ Yes List below each creditor to whom you paid a total of $6,825* or more in one or more payments and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

* Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.

■ Yes. **Debtor 1 or Debtor 2 or both have primarily consumer debts.**
During the 90 days before you filed for bankruptcy, did you pay any creditor a total of $600 or more?

■ No. Go to line 7.
☐ Yes List below each creditor to whom you paid a total of $600 or more and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for ...

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) **3:19-bk-02693**

7. **Within 1 year before you filed for bankruptcy, did you make a payment on a debt you owed anyone who was an insider?**
Insiders include your relatives; any general partners; relatives of any general partners; partnerships of which you are a general partner; corporations of which you are an officer, director, person in control, or owner of 20% or more of their voting securities; and any managing agent, including one for a business you operate as a sole proprietor. 11 U.S.C. § 101. Include payments for domestic support obligations, such as child support and alimony.

■ No
☐ Yes. List all payments to an insider.

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment

8. **Within 1 year before you filed for bankruptcy, did you make any payments or transfer any property on account of a debt that benefited an insider?**
Include payments on debts guaranteed or cosigned by an insider.

■ No
☐ Yes. List all payments to an insider

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment Include creditor's name

Part 4: Identify Legal Actions, Repossessions, and Foreclosures

9. **Within 1 year before you filed for bankruptcy, were you a party in any lawsuit, court action, or administrative proceeding?**
List all such matters, including personal injury cases, small claims actions, divorces, collection suits, paternity actions, support or custody modifications, and contract disputes.

☐ No
■ Yes. Fill in the details.

Case title Case number	Nature of the case	Court or agency	Status of the case
Fawn Fenton vs. Jeffrey Fenton	**Divorce Proceeding**	**Williamson County Chancery Court Judicial Center 135 4th Avenue South Franklin, TN 37064**	■ Pending ☐ On appeal ☐ Concluded

10. **Within 1 year before you filed for bankruptcy, was any of your property repossessed, foreclosed, garnished, attached, seized, or levied?**
Check all that apply and fill in the details below.

■ No. Go to line 11.
☐ Yes. Fill in the information below.

Creditor Name and Address	Describe the Property Explain what happened	Date	Value of the property

11. **Within 90 days before you filed for bankruptcy, did any creditor, including a bank or financial institution, set off any amounts from your accounts or refuse to make a payment because you owed a debt?**

■ No
☐ Yes. Fill in the details.

Creditor Name and Address	Describe the action the creditor took	Date action was taken	Amount

12. **Within 1 year before you filed for bankruptcy, was any of your property in the possession of an assignee for the benefit of creditors, a court-appointed receiver, a custodian, or another official?**

■ No
☐ Yes

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) **3:19-bk-02693**

Part 5: List Certain Gifts and Contributions

13. **Within 2 years before you filed for bankruptcy, did you give any gifts with a total value of more than $600 per person?**

☐ No

■ Yes. Fill in the details for each gift.

Gifts with a total value of more than $600 per person	Describe the gifts	Dates you gave the gifts	Value
Person to Whom You Gave the Gift and Address: **Walden's Puddle Wildlife Rehab** **PO Box 641** **Joelton, TN 37080** Person's relationship to you:	**$25.00 Monthly**	**2016 - Present**	**$250.00**

14. **Within 2 years before you filed for bankruptcy, did you give any gifts or contributions with a total value of more than $600 to any charity?**

■ No

☐ Yes. Fill in the details for each gift or contribution.

Gifts or contributions to charities that total more than $600 Charity's Name Address (Number, Street, City, State and ZIP Code)	Describe what you contributed	Dates you contributed	Value

Part 6: List Certain Losses

15. **Within 1 year before you filed for bankruptcy or since you filed for bankruptcy, did you lose anything because of theft, fire, other disaster, or gambling?**

■ No

☐ Yes. Fill in the details.

Describe the property you lost and how the loss occurred	Describe any insurance coverage for the loss Include the amount that insurance has paid. List pending insurance claims on line 33 of *Schedule A/B: Property.*	Date of your loss	Value of property lost

Part 7: List Certain Payments or Transfers

16. **Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone you consulted about seeking bankruptcy or preparing a bankruptcy petition?**
Include any attorneys, bankruptcy petition preparers, or credit counseling agencies for services required in your bankruptcy.

☐ No

■ Yes. Fill in the details.

Person Who Was Paid Address Email or website address Person Who Made the Payment, if Not You	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
DebtorCC, Inc. **Debtor**	**Credit Counseling**	**04/01/2019**	**$15.00**
Rothschild & Ausbrooks PLLC **1222 16th Avenue South, Suite 12** **Nashville, TN 37212-2926** **notice@rothschildbklaw.com** **Debtor**	**Attorney Fees**	**10/15/19**	**$1,000.00**

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) **3:19-bk-02693**

Person Who Was Paid Address Email or website address Person Who Made the Payment, If Not You	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
Rothschild & Ausbrooks PLLC 1222 16th Avenue South, Suite 12 Nashville, TN 37212-2926 notice@rothschildbklaw.com Chapter 13 Trustee	**Attorney Fees**	**Paid through Chapter 13**	**$2,310.00**

17. **Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone who promised to help you deal with your creditors or to make payments to your creditors?**
Do not include any payment or transfer that you listed on line 16.

- ■ No
- ☐ Yes. Fill in the details.

Person Who Was Paid Address	Description and value of any property transferred	Date payment or transfer was made	Amount of payment

18. **Within 2 years before you filed for bankruptcy, did you sell, trade, or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your business or financial affairs?**
Include both outright transfers and transfers made as security (such as the granting of a security interest or mortgage on your property). Do not include gifts and transfers that you have already listed on this statement.

- ☐ No
- ■ Yes. Fill in the details.

Person Who Received Transfer Address Person's relationship to you	Description and value of property transferred	Describe any property or payments received or debts paid in exchange	Date transfer was made
Jeffrey Fenton 1986 Sunny Side Drive Brentwood, TN 37027	**2003 Buick LeSabre**	**None**	**January 2019**
Greg Golden 101 Creekside Xing, #170195 Brentwood, TN 37027 None	**324,360.00 Sale Price 1986 Sunnyside Drive Brentwood, TN**	**$324,360.00 Sale Price Pursuant to Divorce Proceeding**	**10/29/2019**

19. **Within 10 years before you filed for bankruptcy, did you transfer any property to a self-settled trust or similar device of which you are a beneficiary?** (These are often called *asset-protection devices.*)

- ■ No
- ☐ Yes. Fill in the details.

Name of trust	Description and value of the property transferred	Date Transfer was made

Part 8: List of Certain Financial Accounts, Instruments, Safe Deposit Boxes, and Storage Units

20. **Within 1 year before you filed for bankruptcy, were any financial accounts or instruments held in your name, or for your benefit, closed, sold, moved, or transferred?**
Include checking, savings, money market, or other financial accounts; certificates of deposit; shares in banks, credit unions, brokerage houses, pension funds, cooperatives, associations, and other financial institutions.

- ■ **No**
- ☐ **Yes. Fill in the details.**

Name of Financial Institution and Address (Number, Street, City, State and ZIP Code)	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer

Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) **3:19-bk-02693**

21. **Do you now have, or did you have within 1 year before you filed for bankruptcy, any safe deposit box or other depository for securities, cash, or other valuables?**

- ■ No
- ☐ Yes. Fill in the details.

Name of Financial Institution Address (Number, Street, City, State and ZIP Code)	Who else had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?

22. **Have you stored property in a storage unit or place other than your home within 1 year before you filed for bankruptcy?**

- ☐ No
- ■ Yes. Fill in the details.

Name of Storage Facility Address (Number, Street, City, State and ZIP Code)	Who else has or had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
Mallory Station Storage 309 Mallory Station Rd Franklin, TN 37067	Fawn [redacted] Fenton [redacted] Brentwood, TN 37027	Books, Luggage, Pet Supplies, Christmas decorations	☐ No ■ Yes

Part 9: Identify Property You Hold or Control for Someone Else

23. **Do you hold or control any property that someone else owns? Include any property you borrowed from, are storing for, or hold in trust for someone.**

- ■ No
- ☐ Yes. Fill in the details.

Owner's Name Address (Number, Street, City, State and ZIP Code)	Where is the property? (Number, Street, City, State and ZIP Code)	Describe the property	Value

Part 10: Give Details About Environmental Information

For the purpose of Part 10, the following definitions apply:

- ■ ***Environmental law*** **means any federal, state, or local statute or regulation concerning pollution, contamination, releases of hazardous or toxic substances, wastes, or material into the air, land, soil, surface water, groundwater, or other medium, including statutes or regulations controlling the cleanup of these substances, wastes, or material.**
- ■ ***Site*** **means any location, facility, or property as defined under any environmental law, whether you now own, operate, or utilize it or used to own, operate, or utilize it, including disposal sites.**
- ■ ***Hazardous material*** **means anything an environmental law defines as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, contaminant, or similar term.**

Report all notices, releases, and proceedings that you know about, regardless of when they occurred.

24. **Has any governmental unit notified you that you may be liable or potentially liable under or in violation of an environmental law?**

- ■ No
- ☐ Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice

25. **Have you notified any governmental unit of any release of hazardous material?**

- ■ No
- ☐ Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice

Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) **3:19-bk-02693**

26. Have you been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

- ■ No
- ☐ Yes. Fill in the details.

Case Title Case Number	Court or agency Name Address (Number, Street, City, State and ZIP Code)	Nature of the case	Status of the case

Part 11: Give Details About Your Business or Connections to Any Business

27. Within 4 years before you filed for bankruptcy, did you own a business or have any of the following connections to any business?

- ☐ A sole proprietor or self-employed in a trade, profession, or other activity, either full-time or part-time
- ☐ A member of a limited liability company (LLC) or limited liability partnership (LLP)
- ☐ A partner in a partnership
- ☐ An officer, director, or managing executive of a corporation
- ☐ An owner of at least 5% of the voting or equity securities of a corporation
- ■ No. None of the above applies. Go to Part 12.
- ☐ Yes. Check all that apply above and fill in the details below for each business.

Business Name Address (Number, Street, City, State and ZIP Code)	Describe the nature of the business Name of accountant or bookkeeper	Employer Identification number Do not include Social Security number or ITIN. Dates business existed

28. Within 2 years before you filed for bankruptcy, did you give a financial statement to anyone about your business? Include all financial institutions, creditors, or other parties.

- ■ No
- ☐ Yes. Fill in the details below.

Name Address (Number, Street, City, State and ZIP Code)	Date Issued

Part 12: Sign Below

I have read the answers on this *Statement of Financial Affairs* and any attachments, and I declare under penalty of perjury that the answers are true and correct. I understand that making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

/s/ Fawn [redacted] Fenton
Fawn [redacted] Fenton
Signature of Debtor 1

Signature of Debtor 2

Date December 5, 2019

Date

Did you attach additional pages to *Your Statement of Financial Affairs for Individuals Filing for Bankruptcy* (Official Form 107)?

■ No
☐ Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out bankruptcy forms?

■ No
☐ Yes. Name of Person _____. Attach the *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119).

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Fill in this information to identify your case:			
Debtor 1	Fawn [redacted]	Fenton	
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	MIDDLE DISTRICT OF TENNESSEE		
Case number (if known)	3:19-bk-02693		

☐ Check if this is an amended filing

Official Form 108
Statement of Intention for Individuals Filing Under Chapter 7

12/15

If you are an individual filing under chapter 7, you must fill out this form if:

■ **creditors have claims secured by your property, or**

■ **you have leased personal property and the lease has not expired.**

You must file this form with the court within 30 days after you file your bankruptcy petition or by the date set for the meeting of creditors, whichever is earlier, unless the court extends the time for cause. You must also send copies to the creditors and lessors you list on the form

If two married people are filing together in a joint case, both are equally responsible for supplying correct information. Both debtors must sign and date the form.

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known).

Part 1: List Your Creditors Who Have Secured Claims

1. **For any creditors that you listed in Part 1 of Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D), fill in the information below.**

Identify the creditor and the property that is collateral	What do you intend to do with the property that secures a debt?	Did you claim the property as exempt on Schedule C?
Creditor's name: **Toyota Motor Credit Co.**	☐ Surrender the property. ☐ Retain the property and redeem it. ■ Retain the property and enter into a *Reaffirmation Agreement.* ☐ Retain the property and [explain]:	☐ No ■ Yes
Description of property securing debt: **2017 Toyota Prius 30,000 miles VIN: [redacted]**		

Part 2: List Your Unexpired Personal Property Leases

For any unexpired personal property lease that you listed in Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G), fill in the information below. Do not list real estate leases. Unexpired leases are leases that are still in effect; the lease period has not yet ended. You may assume an unexpired personal property lease if the trustee does not assume it. 11 U.S.C. § 365(p)(2).

Describe your unexpired personal property leases	Will the lease be assumed?
Lessor's name: [redacted]	☐ No ■ Yes
Description of leased Property: **Assume Residential Lease Ends 08/2020**	

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) **3:19-bk-02693**

Part [redacted] Sign Below

Under penalty of perjury, I declare that I have indicated my intention about any property of my estate that secures a debt and any personal property that is subject to an unexpired lease.

X **/s/ Fawn [redacted] Fenton**
Fawn [redacted] Fenton
Signature of Debtor 1

Date **December 5, 2019**

X
Signature of Debtor 2

Date

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Fill in this information to identify your case	
Debtor 1	Fawn [redacted] Fenton
Debtor 2 (Spouse, if filing)	
United States Bankruptcy Court for the:	Middle District of Tennessee
Case number (if known)	3:19-bk-02693

Check one box only as directed in this form and in Form 122A-1Supp

☐ 1. There is no presumption of abuse

■ 2. The calculation to determine if a presumption of abuse applies will be made under *Chapter 7 Means Test Calculation* (Official Form 122A-2).

☐ 3. The Means Test does not apply now because of qualified military service but it could apply later.

☐ Check if this is an amended filing

Official Form 122A - 1
Chapter 7 Statement of Your Current Monthly Income

12/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form. Include the line number to which the additional information applies. On the top of any additional pages, write your name and case number (if known). If you believe that you are exempted from a presumption of abuse because you do not have primarily consumer debts or because of qualifying military service, complete and file *Statement of Exemption from Presumption of Abuse Under § 707(b)(2)* (Official Form 122A-1Supp) with this form.

Part 1: Calculate Your Current Monthly Income

1. **What is your marital and filing status?** Check one only.
   - ☐ **Not married**. Fill out Column A, lines 2-11.
   - ☐ **Married and your spouse is filing with you.** Fill out both Columns A and B, lines 2-11.
   - ■ **Married and your spouse is NOT filing with you. You and your spouse are:**
     - ■ **Living in the same household and are not legally separated.** Fill out both Columns A and B, lines 2-11.
     - ☐ **Living separately or are legally separated.** Fill out Column A, lines 2-11; do not fill out Column B. By checking this box, you declare under penalty of perjury that you and your spouse are legally separated under nonbankruptcy law that applies or that you and your spouse are living apart for reasons that do not include evading the Means Test requirements. 11 U.S.C § 707(b)(7)(B).

Fill in the average monthly income that you received from all sources, derived during the 6 full months before you file this bankruptcy case. 11 U.S.C. § 101(10A). For example, if you are filing on September 15, the 6-month period would be March 1 through August 31. If the amount of your monthly income varied during the 6 months, add the income for all 6 months and divide the total by 6. Fill in the result. Do not include any income amount more than once. For example, if both spouses own the same rental property, put the income from that property in one column only. If you have nothing to report for any line, write $0 in the space.

		Column A **Debtor 1**	*Column B* **Debtor 2 or non-filing spouse**
2. **Your gross wages, salary, tips, bonuses, overtime, and commissions** (before all payroll deductions).		$ 6,250.00	$ 0.00
3. **Alimony and maintenance payments.** Do not include payments from a spouse if Column B is filled in.		$ 0.00	$ 0.00
4. **All amounts from any source which are regularly paid for household expenses of you or your dependents, including child support.** Include regular contributions from an unmarried partner, members of your household, your dependents, parents, and roommates. Include regular contributions from a spouse only if Column B is not filled in. Do not include payments you listed on line 3.		$ 0.00	$ 0.00
5. **Net income from operating a business, profession, or farm**	**Debtor 1**		
Gross receipts (before all deductions)	$ 0.00		
Ordinary and necessary operating expenses	-$ 0.00		
Net monthly income from a business, profession, or farm	$ 0.00	Copy here -> $ 0.00	$ 0.00
6. **Net income from rental and other real property**	**Debtor 1**		
Gross receipts (before all deductions)	$ 0.00		
Ordinary and necessary operating expenses	-$ 0.00		
Net monthly income from rental or other real property	$ 0.00	Copy here -> $ 0.00	$ 0.00
7. **Interest, dividends, and royalties**		$ 0.00	$ 0.00

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) **3:19-bk-02693**

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
8. **Unemployment compensation** Do not enter the amount if you contend that the amount received was a benefit under the Social Security Act. Instead, list it here:	$ 0.00	$ 0.00
For you	$ 0.00	
For your spouse	$ 0.00	
9. **Pension or retirement income.** Do not include any amount received that was a benefit under the Social Security Act. Also, except as stated in the next sentence, do not include any compensation, pension, pay, annuity, or allowance paid by the United States Government in connection with a disability, combat-related injury or disability, or death of a member of the uniformed services. If you received any retired pay paid under chapter 61 of title 10, then include that pay only to the extent that it does not exceed the amount of retired pay to which you would otherwise be entitled if retired under any provision of title 10 other than chapter 61 of that title.	$ 0.00	$ 0.00
10. **Income from all other sources not listed above.** Specify the source and amount. Do not include any benefits received under the Social Security Act; payments received as a victim of a war crime, a crime against humanity, or international or domestic terrorism; or compensation, pension, pay, annuity, or allowance paid by the United States Government in connection with a disability, combat-related injury or disability, or death of a member of the uniformed services. If necessary, list other sources on a separate page and put the total below.		
.	$ 0.00	$ 0.00
	$ 0.00	$ 0.00
Total amounts from separate pages, if any. +	$ 0.00	$ 0.00
11. **Calculate your total current monthly income.** Add lines 2 through 10 for each column. Then add the total for Column A to the total for Column B.	$ 6,250.00 +	$ 0.00 = $ 6,250.00 Total current monthly income

Part 2: Determine Whether the Means Test Applies to You

12. **Calculate your current monthly income for the year.** Follow these steps:

12a. Copy your total current monthly income from line 11 **Copy line 11 here=>** $ 6,250.00

Multiply by 12 (the number of months in a year) x 12

12b. The result is your annual income for this part of the form 12b. $ 75,000.00

13. **Calculate the median family income that applies to you.** Follow these steps:

Fill in the state in which you live. TN

Fill in the number of people in your household. 1

Fill in the median family income for your state and size of household. 13. $ 47,214.00

To find a list of applicable median income amounts, go online using the link specified in the separate instructions for this form. This list may also be available at the bankruptcy clerk's office.

14. **How do the lines compare?**

14a. ☐ Line 12b is less than or equal to line 13. On the top of page 1, check box 1, *There is no presumption of abuse.* Go to Part 3. Do NOT fill out or file Official Form 122A-2.

14b. ■ Line 12b is more than line 13. On the top of page 1, check box 2, *The presumption of abuse is determined by Form 122A-2.* Go to Part 3 and fill out Form 122A–2.

Part 3: Sign Below

By signing here, I declare under penalty of perjury that the information on this statement and in any attachments is true and correct.

X **/s/ Fawn [redacted] Fenton**

Fawn [redacted] Fenton

Signature of Debtor 1

Date **December 5, 2019**

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) **3:19-bk-02693**

MM / DD / YYYY

If you checked line 14a, do NOT fill out or file Form 122A-2.

If you checked line 14b, fill out Form 122A-2 and file it with this form.

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) **3:19-bk-02693**

Current Monthly Income Details for the Debtor

Debtor Income Details:
Income for the Period **10/01/2018** to **03/31/2019**.

Line 2 - Gross wages, salary, tips, bonuses, overtime, commissions
Source of Income: **Adkisson & Associates (Ended 9.30.19)**
Constant income of **$6,250.00** per month.

Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)

This notice is for you if:

You are an individual filing for bankruptcy, and

Your debts are primarily consumer debts. *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

The types of bankruptcy that are available to individuals

Individuals who meet the qualifications may file under one of four different chapters of Bankruptcy Code:

Chapter 7 - Liquidation

Chapter 11 - Reorganization

Chapter 12 - Voluntary repayment plan for family farmers or fishermen

Chapter 13 - Voluntary repayment plan for individuals with regular income

You should have an attorney review your decision to file for bankruptcy and the choice of chapter.

Chapter 7: Liquidation

	$245	filing fee
	$75	administrative fee
+	$15	trustee surcharge
	$335	total fee

Chapter 7 is for individuals who have financial difficulty preventing them from paying their debts and who are willing to allow their nonexempt property to be used to pay their creditors. The primary purpose of filing under chapter 7 is to have your debts discharged. The bankruptcy discharge relieves you after bankruptcy from having to pay many of your pre-bankruptcy debts. Exceptions exist for particular debts, and liens on property may still be enforced after discharge. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

However, if the court finds that you have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge.

You should know that even if you file chapter 7 and you receive a discharge, some debts are not discharged under the law. Therefore, you may still be responsible to pay:

most taxes;

most student loans;

domestic support and property settlement obligations;

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most fines, penalties, forfeitures, and criminal restitution obligations; and

certain debts that are not listed in your bankruptcy papers.

You may also be required to pay debts arising from:

fraud or theft;

fraud or defalcation while acting in breach of fiduciary capacity;

intentional injuries that you inflicted; and

death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs.

If your debts are primarily consumer debts, the court can dismiss your chapter 7 case if it finds that you have enough income to repay creditors a certain amount. You must file *Chapter 7 Statement of Your Current Monthly Income* (Official Form 122A–1) if you are an individual filing for bankruptcy under chapter 7. This form will determine your current monthly income and compare whether your income is more than the median income that applies in your state.

If your income is not above the median for your state, you will not have to complete the other chapter 7 form, the *Chapter 7 Means Test Calculation* (Official Form 122A–2).

If your income is above the median for your state, you must file a second form —the *Chapter 7 Means Test Calculation* (Official Form 122A–2). The calculations on the form— sometimes called the *Means Test*—deduct from your income living expenses and payments on certain debts to determine any amount available to pay unsecured creditors. If your income is more than the median income for your state of residence and family size, depending on the results of the *Means Test*, the U.S. trustee, bankruptcy administrator, or creditors can file a motion to dismiss your case under § 707(b) of the Bankruptcy Code. If a motion is filed, the court will decide if your case should be dismissed. To avoid dismissal, you may choose to proceed under another chapter of the Bankruptcy Code.

If you are an individual filing for chapter 7 bankruptcy, the trustee may sell your property to pay your debts, subject to your right to exempt the property or a portion of the proceeds from the sale of the property. The property, and the proceeds from property that your bankruptcy trustee sells or liquidates that you are entitled to, is called *exempt property*. Exemptions may enable you to keep your home, a car, clothing, and household items or to receive some of the proceeds if the property is sold.

Exemptions are not automatic. To exempt property, you must list it on *Schedule C: The Property You Claim as Exempt* (Official Form 106C). If you do not list the property, the trustee may sell it and pay all of the proceeds to your creditors.

Chapter 11: Reorganization

	$1,167	filing fee
+	$550	administrative fee
	$1,717	total fee

Chapter 11 is often used for reorganizing a business, but is also available to individuals. The provisions of chapter 11 are too complicated to summarize briefly.

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Read These Important Warnings

Because bankruptcy can have serious long-term financial and legal consequences, including loss of your property, you should hire an attorney and carefully consider all of your options before you file. Only an attorney can give you legal advice about what can happen as a result of filing for bankruptcy and what your options are. If you do file for bankruptcy, an attorney can help you fill out the forms properly and protect you, your family, your home, and your possessions.

Although the law allows you to represent yourself in bankruptcy court, you should understand that many people find it difficult to represent themselves successfully. The rules are technical, and a mistake or inaction may harm you. If you file without an attorney, you are still responsible for knowing and following all of the legal requirements.

You should not file for bankruptcy if you are not eligible to file or if you do not intend to file the necessary documents.

Bankruptcy fraud is a serious crime; you could be fined and imprisoned if you commit fraud in your bankruptcy case. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Chapter 12: Repayment plan for family farmers or fishermen

	$200	filing fee
+	$75	administrative fee
	$275	total fee

Similar to chapter 13, chapter 12 permits family farmers and fishermen to repay their debts over a period of time using future earnings and to discharge some debts that are not paid.

Chapter 13: Repayment plan for individuals with regular income

	$235	filing fee
+	$75	administrative fee
	$310	total fee

Chapter 13 is for individuals who have regular income and would like to pay all or part of their debts in installments over a period of time and to discharge some debts that are not paid. You are eligible for chapter 13 only if your debts are not more than certain dollar amounts set forth in 11 U.S.C. § 109.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, usually using your future earnings. If the court approves your plan, the court will allow you to repay your debts, as adjusted by the plan, within 3 years or 5 years, depending on your income and other factors.

After you make all the payments under your plan, many of your debts are discharged. The debts that are not discharged and that you may still be responsible to pay include:

domestic support obligations,

most student loans,

certain taxes,

debts for fraud or theft,

debts for fraud or defalcation while acting in a fiduciary capacity,

most criminal fines and restitution obligations,

certain debts that are not listed in your bankruptcy papers,

certain debts for acts that caused death or personal injury, and

certain long-term secured debts.

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Warning: File Your Forms on Time

Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information about your creditors, assets, liabilities, income, expenses and general financial condition. The court may dismiss your bankruptcy case if you do not file this information within the deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court.

For more information about the documents and their deadlines, go to: http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure.

Bankruptcy crimes have serious consequences

If you knowingly and fraudulently conceal assets or make a false oath or statement under penalty of perjury—either orally or in writing—in connection with a bankruptcy case, you may be fined, imprisoned, or both.

All information you supply in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the U.S. Trustee, the Office of the U.S. Attorney, and other offices and employees of the U.S. Department of Justice.

Make sure the court has your mailing address

The bankruptcy court sends notices to the mailing address you list on *Voluntary Petition for Individuals Filing for Bankruptcy* (Official Form 101). To ensure that you receive information about your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address.

A married couple may file a bankruptcy case together—called a *joint case*. If you file a joint case and each spouse lists the same mailing address on the bankruptcy petition, the bankruptcy court generally will mail you and your spouse one copy of each notice, unless you file a statement with the court asking that each spouse receive separate copies.

Understand which services you could receive from credit counseling agencies

The law generally requires that you receive a credit counseling briefing from an approved credit counseling agency. 11 U.S.C. § 109(h). If you are filing a joint case, both spouses must receive the briefing. With limited exceptions, you must receive it within the 180 days ***before*** you file your bankruptcy petition. This briefing is usually conducted by telephone or on the Internet.

In addition, after filing a bankruptcy case, you generally must complete a financial management instructional course before you can receive a discharge. If you are filing a joint case, both spouses must complete the course.

You can obtain the list of agencies approved to provide both the briefing and the instructional course from: http://justice.gov/ust/eo/hapcpa/ccde/cc_approved.html.

In Alabama and North Carolina, go to: http://www.uscourts.gov/FederalCourts/Bankruptcy/BankruptcyResources/ApprovedCreditAndDebtCounselors.aspx.

If you do not have access to a computer, the clerk of the bankruptcy court may be able to help you obtain the list.

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B2030 (Form 2030) (12/15)

United States Bankruptcy Court
Middle District of Tennessee

In re **Fawn [redacted] Fenton** Debtor(s)

Case No. **3:19-bk-02693**

Chapter **7**

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U .S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	$	**1,000.00**
Prior to the filing of this statement I have received	$	**1,000.00**
Balance Due	$	**0.00**

2. The source of the compensation paid to me was:

■ Debtor ☐ Other (specify):

3. The source of compensation to be paid to me is:

■ Debtor ☐ Other (specify):

4. ■ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

a. [Other provisions as needed]

For the agreed upon fee, Rothschild & Ausbrooks, PLLC has agreed to perform all regular and routine services to be rendered in this Chapter 13/7 proceeding, which include but are not limited to advice rendered to the debtor before and during the pendency of the case concerning the nature and effect of Chapter 13/7 bankruptcy, preparation and filing of statements and schedules, attendance at the meeting of creditors and confirmation hearing, preparation of defense in the event of a motion for relief from stay, preparation of motions by debtor to amend the plan, add creditors, or suspend payments, and preparation and filing of discharge documents. Other services such as dealing with creditors during the life of the plan, submitting requests for payment reports from the trustee, and other regular and routine services not specifically stated herein, are included without additional charge to the debtor.

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

The debtor has acknowledged that matters may arise in connection with the bankruptcy case which are not included in the regular and routine services to be rendered for the fee quoted. Charges for such additional services will be assessed at our standard hourly rate for the particular attorney working on the case, and shall be in addition to the quoted fee. Debtor has been advised that these charges must be submitted to the Bankruptcy Court for approval. Such services would include, but are not limited to, attendance at depositions or Rule 2004 examinations and other pretrial hearings in regard to objections to confirmation and/or adversary proceedings concerning discharge of debt, research, preparation of briefs, preparation for trial, and court time at trial in such litigated matters.

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In re **Fawn [redacted] Fenton** Case No. **3:19-bk-02693**
Debtor(s)

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)
(Continuation Sheet)

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

December 5, 2019
Date

/s/ Mary Beth Ausbrooks
Mary Beth Ausbrooks
Signature of Attorney
Rothschild & Ausbrooks PLLC
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 Fax: (615) 242-2003
notice@rothschildbklaw.com
Name of law firm

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United States Bankruptcy Court
Middle District of Tennessee

In re **Fawn [redacted] Fenton** Debtor(s)

Case No. **3:19-bk-02693**
Chapter **7**

VERIFICATION OF CREDITOR MATRIX

The above-named Debtor hereby verifies that the attached list of creditors is true and correct to the best of his/her knowledge.

Date: **December 5, 2019**

/s/ Fawn [redacted] Fenton
Fawn [redacted] Fenton
Signature of Debtor

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FAWN [redacted] FENTON
[redacted]
BRENTWOOD TN 37027

MARY BETH AUSBROOKS
ROTHSCHILD & AUSBROOKS PLLC
1222 16TH AVENUE SOUTH, SUITE 12
NASHVILLE, TN 37212-2926

AMERICAN INFOSOURCE AS AGENT
ATTN: OFFICER MANAGER OR AGENT
PO BOX 71083
CHARLOTTE NC 28272-1083

ASCEND FEDERAL CREDIT UNION
ATTN: OFFICER MANAGER OR AGENT
PO BOX 1210
TULLAHOMA TN 37388

BANCORP SOUTH
ATTN: OFFICER MANAGER OR AGENT
PO BOX 4360
TUPELO MS 38803

BANK OF AMERICA
ATTN: OFFICER MANAGER OR AGENT
PO BOX 982238
EL PASO TX 79998

BECKET & LEE LLP
ATTN: OFFICER MANAGER OR AGENT
PO BOX 3001
MALVERN PA 19355-0701

CHASE CARD
ATTN: OFFICER MANAGER OR AGENT
PO BOX 15298
WILMINGTON DE 19850

IRS INSOLVENCY
ATTN: OFFICER MANAGER OR AGENT
PO BOX 7346
PHILADELPHIA PA 19101-7346

IRS INSOLVENCY
801 BROADWAY ROOM 285
MDP 146
NASHVILLE TN 37203

SPECIALIZED LOAN SERVICING, LLC
ATTN: OFFICER MANAGER OR AGENT
8742 LUCENT BLVD., SUITE 300
HIGHLANDS RANCH CO 80129

TOYOTA MOTOR CREDIT CO.
ATTN OFFICER MANAGER OR AGENT
PO BOX 9013
ADDISON TX 75001

US ATTORNEY GENERAL
US DEPARTMENT OF JUSTICE
950 PENNSYLVANIA AVENUE
WASHINGTON DC 20530

[redacted]
C/O BROOKSIDE PROPERTIES, INC.
2002 RICHARD JONES ROAD, SUITE 200-C
NASHVILLE TN 37215

VIRGINIA LEE STORY
ATTN: OFFICER MANAGER OR AGENT
136 FOURTH AVE. SOUTH
FRANKLIN TN 37064

Fill in this information to identify your case:	
Debtor 1	Fawn [redacted] Fenton
Debtor 2 (Spouse, if filing)	
United States Bankruptcy Court for the:	Middle District of Tennessee
Case number (if known)	3:19-bk-02693

Check the appropriate box as directed in lines 40 or 42:

According to the calculations required by this Statement:

☐ 1. There is no presumption of abuse.

■ 2. There is a presumption of abuse.

☐ Check if this is an amended filing

Official Form 122A - 2
Chapter 7 Means Test Calculation

04/19

To fill out this form, you will need your completed copy of *Chapter 7 Statement of Your Current Monthly Income* (Official Form 122A-1).

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form, include the line number to which additional information applies. On the top any additional pages, write your name and case number (if known).

Part 1: Determine Your Adjusted Income

1. **Copy your total current monthly income.** Copy line 11 from Official Form 122A-1 here=>..... $ 6,250.00

2. **Did you fill out Column B in Part 1 of Form 122A-1?**
   - ☐ No. Fill in $0 for the total on line 3.
   - ■ Yes. Is your spouse Filing with you?
     - ■ No. Go to line 3.
     - ☐ Yes. Fill in $0 the total on line 3.

3. **Adjust your current monthly income by subtracting any part of your spouse's income not used to pay for the household expenses of you or your dependents.** Follow these steps:

   On line 11, Column B of Form 122A–1, was any amount of the income you reported for your spouse NOT regularly used for the household expenses of you or your dependents?

   - ■ No. Fill in 0 for the total on line 3.
   - ☐ Yes. Fill in the information below:

State each purpose for which the income was used For example, the income is used to pay your spouse's tax debt or to support other than you or your dependents.	Fill in the amount you are subtracting from your spouse's income
	$
	$
	$
Total.	$ 0.00

Copy total here=>... - $ 0.00

4. **Adjust your current monthly income.** Subtract line 3 from line 1. $ 6,250.00

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) **3:19-bk-02693**

Part 2: Calculate Your Deductions from Your Income

The Internal Revenue Service (IRS) issues National and Local Standards for certain expense amounts. Use these amounts to answer the questions in lines 6-15. To find the IRS standards, go online using the link specified in the separate instructions for this form. This information may also be available at the bankruptcy clerk's office.

Deduct the expense amounts set out in lines 6-15 regardless of your actual expense. In later parts of the form, you will use some of your actual expenses if they are higher than the standards. Do not deduct any amounts that you subtracted fro your spouse's income in line 3 and do not deduct any operating expenses that you subtracted from in income in lines 5 and 6 of form 122A-1.

If your expenses differ from month to month, enter the average expense.

Whenever this part of the from refers to *you,* it means both you and your spouse if Column B of Form 122A-1 is filled in.

5. **The number of people used in determining your deductions from income**

Fill in the number of people who could be claimed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support. This number may be different from the number of people in your household. **1**

National Standards You must use the IRS National Standards to answer the questions in lines 6-7.

6. **Food, clothing, and other items:** Using the number of people you entered in line 5 and the IRS National Standards, fill in the dollar amount for food, clothing, and other items. $ **647.00**

7. **Out-of-pocket health care allowance:** Using the number of people you entered in line 5 and the IRS National Standards, fill in the dollar amount for out-of-pocket health care. The number of people is split into two categories--people who are under 65 and people who are 65 or older--because older people have a higher IRS allowance for health care costs. If your actual expenses are higher than this IRS amount, you may deduct the additional amount on line 22.

People who are under 65 years of age

7a.	Out-of-pocket health care allowance per person	$ 52.00			
7b.	Number of people who are under 65	X 1			
7c.	**Subtotal.** Multiply line 7a by line 7b.	$ 52.00	Copy here=>	$ 52.00	

People who are 65 years of age or older

7d.	Out-of-pocket health care allowance per person	$ 114.00			
7e.	Number of people who are 65 or older	X 0			
7f.	**Subtotal.** Multiply line 7d by line 7e.	$ 0.00	Copy here=>	+$ 0.00	
7g.	**Total.** Add line 7c and line 7f	$ 52.00	Copy total here=>	$ 52.00	

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) **3:19-bk-02693**

Local Standards You must use the IRS Local Standards to answer the questions in lines 8-15.

Based on information from the IRS, the U.S. Trustee Program has divided the IRS Local Standard for housing for bankruptcy purposes into two parts:

- ■ **Housing and utilities - Insurance and operating expenses**
- ■ **Housing and utilities - Mortgage or rent expenses**

To answer the questions in lines 8-9, use the U.S. Trustee Program chart.

To find the chart, go online using the link specified in the separate instructions for this form. This chart may also be available at the bankruptcy clerk's office.

8. **Housing and utilities - Insurance and operating expenses:** Using the number of people you entered in line 5, fill in the dollar amount listed for your county for insurance and operating expenses. ..... $ **490.00**

9. **Housing and utilities - Mortgage or rent expenses:**

9a. Using the number of people you entered in line 5, fill in the dollar amount listed for your county for mortgage or rent expenses..... $ **1,447.00**

9b. Total average monthly payment for all mortgages and other debts secured by your home.

To calculate the total average monthly payment, add all amounts that are contractually due to each secured creditor in the 60 months after you file for bankruptcy. Then divide by 60.

Name of the creditor	Average monthly payment
-NONE-	$

Total average monthly payment	$ **0.00**	Copy here=>	-$	**0.00**	Repeat this amount on line 33a.	

9c. Net mortgage or rent expense.

Subtract line 9b (*total average monthly payment*) from line 9a (*mortgage or rent expense*). If this amount is less than $0, enter $0. ..... $ **1,447.00** Copy here=> $ **1,447.00**

10. **If you claim that the U.S. Trustee Program's division of the IRS Local Standard for housing is incorrect and affects the calculation of your monthly expenses, fill in any additional amount you claim.** $ **0.00**

Explain why:

11. **Local transportation expenses:** Check the number of vehicles for which you claim an ownership or operating expense.

- ☐ 0. Go to line 14.
- ■ 1. Go to line 12.
- ☐ 2 or more. Go to line 12.

12. **Vehicle operation expense:** Using the IRS Local Standards and the number of vehicles for which you claim the operating expenses, fill in the *Operating Costs* that apply for your Census region or metropolitan statistical area. $ **196.00**

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) **3:19-bk-02693**

13. **Vehicle ownership or lease expense:** Using the IRS Local Standards, calculate the net ownership or lease expense for each vehicle below. You may not claim the expense if you do not make any loan or lease payments on the vehicle. In addition, you may not claim the expense for more than two vehicles.

Vehicle 1 **Describe Vehicle 1:** **2017 Toyota Prius 30,000 miles VIN: [redacted]**

13a. Ownership or leasing costs using IRS Local Standard..... $ **497.00**

13b. Average monthly payment for all debts secured by Vehicle 1.
Do not include costs for leased vehicles.

To calculate the average monthly payment here and on line 13e, add all amounts that are contractually due to each secured creditor in the 60 months after you filed for bankruptcy. Then divide by 60.

Name of each creditor for Vehicle 1	Average monthly payment
Toyota Motor Credit Co.	$ **300.00**

Total Average Monthly Payment $ **300.00** Copy here => -$ **300.00** Repeat this amount on line 33b.

13c. Net Vehicle 1 ownership or lease expense
Subtract line 13b from line 13a. if this amount is less than $0, enter $0..... $ **197.00** Copy net Vehicle 1 expense here => $ **197.00**

Vehicle 2 **Describe Vehicle 2:**

13d. Ownership or leasing costs using IRS Local Standard..... $ **0.00**

13e. Average monthly payment for all debts secured by Vehicle 2. Do not include costs for leased vehicles.

Name of each creditor for Vehicle 2	Average monthly payment
	$

Total Average Monthly Payment $ Copy here => -$ **0.00** Repeat this amount on line 33c.

13f. Net Vehicle 2 ownership or lease expense
Subtract line 13e from line 13d. if this amount is less than $0, enter $0. ..... $ **0.00** Copy net Vehicle 2 expense here => $ **0.00**

14. **Public transportation expense:** If you claimed 0 vehicles in line 11, using the IRS Local Standards, fill in the *Public Transportation* expense allowance regardless of whether you use public transportation. $ **0.00**

15. **Additional public transportation expense:** If you claimed 1 or more vehicles in line 11 and if you claim that you may also deduct a public transportation expense, you may fill in what you believe is the appropriate expense, but you may not claim more than the IRS Local Standard for *Public Transportation*. $ **0.00**

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) **3:19-bk-02693**

Other Necessary Expenses In addition to the expense deductions listed above, you are allowed your monthly expenses for the following IRS categories.

16. **Taxes:** The total monthly amount that you will actually owe for federal, state and local taxes, such as income taxes, self-employment taxes, Social Security taxes, and Medicare taxes. You may include the monthly amount withheld from your pay for these taxes. However, if you expect to receive a tax refund, you must divide the expected refund by 12 and subtract that number from the total monthly amount that is withheld to pay for taxes.
    Do not include real estate, sales, or use taxes. $ **1,654.96**

17. **Involuntary deductions:** The total monthly payroll deductions that your job requires, such as retirement contributions, union dues, and uniform costs.
    Do not include amounts that are not required by your job, such as voluntary 401(k) contributions or payroll savings. $ **0.00**

18. **Life Insurance:** The total monthly premiums that you pay for your own term life insurance. If two married people are filing together, include payments that you make for your spouse's term life insurance. Do not include premiums for life insurance on your dependents, for a non-filing spouse's life insurance, or for any form of life insurance other than term. $ **0.00**

19. **Court-ordered payments:** The total monthly amount that you pay as required by the order of a court or administrative agency, such as spousal or child support payments.
    Do not include payments on past due obligations for spousal or child support. You will list these obligations in line 35. $ **0.00**

20. **Education:** The total monthly amount that you pay for education that is either required:
    - as a condition for your job, or
    - for your physically or mentally challenged dependent child if no public education is available for similar services. $ **0.00**

21. **Childcare:** The total monthly amount that you pay for childcare, such as babysitting, daycare, nursery, and preschool.
    Do not include payments for any elementary or secondary school education. $ **0.00**

22. **Additional health care expenses, excluding insurance costs:** The monthly amount that you pay for health care that is required for the health and welfare of you or your dependents and that is not reimbursed by insurance or paid by a health savings account. Include only the amount that is more than the total entered in line 7.
    Payments for health insurance or health savings accounts should be listed only in line 25. $ **0.00**

23. **Optional telephone and telephone services:** The total monthly amount that you pay for telecommunication services for you and your dependents, such as pagers, call waiting, caller identification, special long distance, or business cell phone service, to the extent necessary for your health and welfare or that of your dependents or for the production of income, if it is not reimbursed by your employer.
    Do not include payments for basic home telephone, internet and cell phone service. Do not include self-employment expenses, such as those reported on line 5 of Official Form 122A-1, or any amount you previously deducted. +$ **0.00**

24. **Add all of the expenses allowed under the IRS expense allowances.**
    Add lines 6 through 23. $ **4,683.96**

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) **3:19-bk-02693**

Additional Expense Deductions These are additional deductions allowed by the Means Test.

Note: Do not include any expense allowances listed in lines 6-24.

25. **Health insurance, disability insurance, and health savings account expenses.** The monthly expenses for health insurance, disability insurance, and health savings accounts that are reasonably necessary for yourself, your spouse, or your dependents.

Health insurance	$ 0.00	
Disability insurance	$ 0.00	
Health savings account	+ $ 0.00	
Total	$ 0.00	Copy total here=> $ 0.00

Do you actually spend this total amount?

☐ No. How much do you actually spend? $ _____

■ Yes

26. **Continued contributions to the care of household or family members.** The actual monthly expenses that you will continue to pay for the reasonable and necessary care and support of an elderly, chronically ill, or disabled member of your household or member of your immediate family who is unable to pay for such expenses. These expenses may include contributions to an account of a qualified ABLE program. 26 U.S.C.§ 529A(b). $ 0.00

27. **Protection against family violence.** The reasonably necessary monthly expenses that you incur to maintain the safety of you and your family under the Family Violence Prevention and Services Act or other federal laws that apply.

By law, the court must keep the nature of these expenses confidential. $ 0.00

28. **Additional home energy costs.** Your home energy costs are included in your insurance and operating expenses on line 8.

If you believe that you have home energy costs that are more than the home energy costs included in expenses on line 8, then fill in the excess amount of home energy costs.

You must give your case trustee documentation of your actual expenses, and you must show that the additional amount claimed is reasonable and necessary. $ 0.00

29. **Education expenses for dependent children who are younger than 18.** The monthly expenses (not more than $170.83* per child) that you pay for your dependent children who are younger than 18 years old to attend a private or public elementary or secondary school.

You must give your case trustee documentation of your actual expenses, and you must explain why the amount claimed is reasonable and necessary and not already accounted for in lines 6-23.

* Subject to adjustment on 4/01/22, and every 3 years after that for cases begun on or after the date of adjustment. $ 0.00

30. **Additional food and clothing expense.** The monthly amount by which your actual food and clothing expenses are higher than the combined food and clothing allowances in the IRS National Standards. That amount cannot be more than 5% of the food and clothing allowances in the IRS National Standards.

To find a chart showing the maximum additional allowance, go online using the link specified in the separate instructions for this form. This chart may also be available at the bankruptcy clerk's office.

You must show that the additional amount claimed is reasonable and necessary. $ 0.00

31. **Continuing charitable contributions.** The amount that you will continue to contribute in the form of cash or financial instruments to a religious or charitable organization. 26 U.S.C. § 170(c)(1)-(2). +$ 25.00

32. **Add all of the additional expense deductions.**
Add lines 25 through 31. $ 25.00

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Debtor 1 Fawn [redacted] Fenton Case number (*if known*) 3:19-bk-02693

Deductions for Debt Payment

33. **For debts that are secured by an interest in property that you own, including home mortgages, vehicle loans, and other secured debt, fill in lines 33a through 33e.**

To calculate the total average monthly payment, add all amounts that are contractually due to each secured creditor in the 60 months after you file for bankruptcy. Then divide by 60.

			Average monthly payment
	Mortgages on your home:		
33a.	Copy line 9b here	=>	$ 0.00
	Loans on your first two vehicles:		
33b.	Copy line 13b here	=>	$ 300.00
33c.	Copy line 13e here	=>	$ 0.00

33d. List other secured debts:

Name of each creditor for other secured debt	Identify property that secures the debt	Does payment include taxes or insurance?	
-NONE-		☐ No ☐ Yes	$
		☐ No ☐ Yes	$
		☐ No ☐ Yes	+$

33e. Total average monthly payment. Add lines 33a through 33d $ 300.00 Copy total here=> $ 300.00

34. **Are any debts that you listed in line 33 secured by your primary residence, a vehicle, or other property necessary for your support or the support of your dependents?**

■ No. Go to line 35.

☐ Yes. State any amount that you must pay to a creditor, in addition to the payments listed in line 33, to keep possession of your property (called the *cure amount*). Next, divide by 60 and fill in the information below.

Name of the creditor	Identify property that secures the debt	Total cure amount		Monthly cure amount
-NONE-		$	÷ 60 =	$

Total $ 0.00 Copy total here=> $ 0.00

35. **Do you owe any priority claims such as a priority tax, child support, or alimony - that are past due as of the filing date of your bankruptcy case?** 11 U.S.C. § 507.

■ No. Go to line 36.

☐ Yes. Fill in the total amount of all of these priority claims. Do not include current or ongoing priority claims, such as those you listed in line 19.

Total amount of all past-due priority claims $ 0.00 ÷ 60 = $ 0.00

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Debtor 1 Fawn [redacted] Fenton Case number (*if known*) 3:19-bk-02693

36. **Are you eligible to file a case under Chapter 13?** 11 U.S.C. § 109(e).
For more information, go online using the link for *Bankruptcy Basics* specified in the separate instructions for this form. *Bankruptcy Basics* may also be available at the bankruptcy clerk's office.

☐ No. Go to line 37.

■ Yes. Fill in the following information.

Projected monthly plan payment if you were filing under Chapter 13	$ 1,190.00		
Current multiplier for your district as stated on the list issued by the Administrative Office of the United States Courts (for districts in Alabama and North Carolina) or by the Executive Office for United States Trustees (for all other districts).	X 3.50		
To find a list of district multipliers that includes your district, go online using the link specified in the separate instructions for this form. This list may also be available at the bankruptcy clerk's office.			
Average monthly administrative expense if you were filing under Chapter 13	$ 41.65	Copy total here=>	$ 41.65

37. **Add all of the deductions for debt payment.**
Add lines 33e through 36. $ 341.65

Total Deductions from Income

38. **Add all of the allowed deductions.**

Copy line 24, *All of the expenses allowed under IRS expense allowances*	$ 4,683.96		
Copy line 32, *All of the additional expense deductions*	$ 25.00		
Copy line 37, *All of the deductions for debt payment*	+$ 341.65		
Total deductions	$ 5,050.61	Copy total here.....=>	$ 5,050.61

Part 3: Determine Whether There is a Presumption of Abuse

39. **Calculate monthly disposable income for 60 months**

39a. Copy line 4, *adjusted current monthly income*	$ 6,250.00		
39b. Copy line 38, *Total deductions*	- $ 5,050.61		
39c. Monthly disposable income. 11 U.S.C. § 707(b)(2). Subtract line 39b from line 39a	$ 1,199.39	Copy here=>$	1,199.39
For the next 60 months (5 years)		x 60	
39d. **Total.** Multiply line 39c by 60	$ 71,963.40	Copy here=>	$ 71,963.40

40. **Find out whether there is a presumption of abuse.** Check the box that applies:

☐ **The line 39d is less than $8,175*.** On the top of page 1 of this form, check box 1, *There is no presumption of abuse.* Go to Part 5.

■ **The line 39d is more than $13,650*.** On the top of page 1 of this form, check box 2, *There is a presumption of abuse.* You may fill out Part 4 if you claim special circumstances. Go to Part 5.

☐ **The line 39d is at least $8,175*, but not more than $13,650*.** Go to line 41.

*Subject to adjustment on 4/01/22, and every 3 years after that for cases filed on or after the date of adjustment.

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Debtor 1 **Fawn [redacted] Fenton** Case number (*if known*) **3:19-bk-02693**

41. 41a. **Fill in the amount of your total nonpriority unsecured debt.** If you filled out *A Summary of Your Assets and Liabilities and Certain Statistical Information Schedules* (Official Form 106Sum), you may refer to line 3b on that form. 41a. $ _____

x .25

41b. **25% or your total nonpriority unsecured debt.** 11 U.S.C. § 707(b)(2)(A)(i)(I) Multiply line 41a by 0.25..... $ _____ **Copy here=>** $ _____

42. **Determine whether the income you have left over after subtracting all allowed deductions is enough to pay 25% of your unsecured, nonpriority debt.**
Check the box that applies:

☐ **Line 39d is less than line 41b.** On the top of page 1 of this form, check box 1, *There is no presumption of abuse.* Go to Part 5.

☐ **Line 39d is equal to or more than line 41b.** On the top of page 1 of this form, check box 2, *There is a presumption of abuse.* You may fill out Part 4 if you claim special circumstances. Then go to Part 5.

Part 4: Give Details About Special Circumstances

43. **Do you have any special circumstances that justify additional expenses or adjustments of current monthly income for which there is no reasonable alternative?** 11 U.S.C. § 707(b)(2)(B).

☐ No. Go to Part 5.

■ Yes. Fill in the following information. All figures should reflect your average monthly expense or income adjustment for each item. You may include expenses you listed in line 25.

You must give a detailed explanation of the special circumstances that make the expenses or income adjustments necessary and reasonable. You must also give your case trustee documentation of your actual expenses or income adjustments.

Give a detailed explanation of the special circumstances	Average monthly expense or income adjustment
Debtor lost job - last paydate 9.30.19	$ **6,250.00**
	$
	$
	$

Part 5: Sign Below

By signing here, I declare under penalty of perjury that the information on this statement and in any attachments is true and correct.

X **/s/ Fawn [redacted] Fenton**
Fawn [redacted] Fenton
Signature of Debtor 1

Date **December 5, 2019**
MM / DD / YYYY

Information to identify the case: [redacted]

Debtor 1	**Fawn** [redacted] **Fenton** First Name Middle Name Last Name	Social Security number or ITIN **xxx-xx-2065** EIN __-_____
Debtor 2 (Spouse, if filing)	First Name Middle Name Last Name	Social Security number or ITIN ____ EIN __-_____
United States Bankruptcy Court	**MIDDLE DISTRICT OF TENNESSEE**	Date case filed in chapter **13** **4/26/19**
Case number:	**3:19-bk-02693**	Date case converted to chapter **7** **12/6/19**

Form 309A Conversion (For Individuals or Joint Debtors)
Notice of Chapter 7 Bankruptcy Case -- No Asset

12/17

For the debtors listed above, a case has been filed under chapter 7 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtors or the debtors' property. For example, while the stay is in effect, creditors cannot sue, garnish wages, assert a deficiency, repossess property, or otherwise try to collect from the debtors. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although debtors can ask the court to extend or impose a stay.

The debtors are seeking a discharge. Creditors who assert that the debtors are not entitled to a discharge of any debts or who want to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadlines specified in this notice. (See line 9 for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court.

	About Debtor 1:	About Debtor 2:
1. **Debtor's full name**	Fawn [redacted] Fenton	
2. **All other names used in the last 8 years**	[redacted]	
3. **Address**	[redacted] Brentwood, TN 37027	
4. **Debtor's attorney** Name and address	MARY ELIZABETH AUSBROOKS ROTHSCHILD & AUSBROOKS 1222 16TH AVE SO STE 12 NASHVILLE, TN 37212-2926	Contact phone: 615-242-3996 Email: marybeth@rothschildbklaw.com
5. **Bankruptcy trustee** Name and address	JOHN C. MCLEMORE LAW OFFICE OF JOHN C. McLEMORE, PLLC 2000 RICHARD JONES RD., STE. 250 NASHVILLE, TN 37215	Contact phone: 615 383-9495 Email: None

For more information, see page 2 >

Debtor **Fawn [redacted] Fenton** Case number **3:19-bk-02693**

6. Bankruptcy clerk's office Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at www.pacer.gov.	701 Broadway Room 170 Nashville, TN 37203	Hours open: 8:00AM–4:00PM Monday–Friday Contact phone: 615-736-5584 Date: 12/6/19
7. Meeting of creditors Debtors must attend the meeting to be questioned under oath. In a joint case, both spouses must attend. Creditors may attend, but are not required to do so.	**January 6, 2020 at 01:00 PM** The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket. ***** Valid photo identification required *****	Location: **Customs House, 701 Broadway, Room 100, Nashville, TN 37203**
8. Presumption of abuse If the presumption of abuse arises, you may have the right to file a motion to dismiss the case under 11 U.S.C. § 707(b). Debtors may rebut the presumption by showing special circumstances.	The Presumption of abuse does not arise.	
9. Deadlines The bankruptcy clerk's office must receive these documents and any required filing fee by the following deadlines.	**File by the deadline to object to discharge or to challenge whether certain debts are dischargeable:** **You must file a complaint:** • if you assert that the debtor is not entitled to receive a discharge of any debts under any of the subdivisions of 11 U.S.C. § 727(a)(2) through (7), or • if you want to have a debt excepted from discharge under 11 U.S.C § 523(a)(2), (4), or (6). **You must file a motion:** • if you assert that the discharge should be denied under § 727(a)(8) or (9).	**Filing deadline:** 3/6/20
	Deadline to object to exemptions: The law permits debtors to keep certain property as exempt. If you believe that the law does not authorize an exemption claimed, you may file an objection.	**Filing deadline:** 30 days after the *conclusion* of the meeting of creditors
10. Proof of claim Please do not file a proof of claim unless you receive a notice to do so.	No property appears to be available to pay creditors. Therefore, please do not file a proof of claim now. If it later appears that assets are available to pay creditors, the clerk will send you another notice telling you that you may file a proof of claim and stating the deadline.	
11. Creditors with a foreign address	If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.	
12. Exempt property	The law allows debtors to keep certain property as exempt. Fully exempt property will not be sold and distributed to creditors. Debtors must file a list of property claimed as exempt. You may inspect that list at the bankruptcy clerk's office or online at www.pacer.gov. If you believe that the law does not authorize an exemption that the debtors claim, you may file an objection. The bankruptcy clerk's office must receive the objection by the deadline to object to exemptions in line 9.	

KM

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:
FAWN [redacted] FENTON
[redacted]
BRENTWOOD, TN 37027

SSN XXX-XX-2065

CHAPTER 13
CASE NO. 19-02693-CW3-13
CHARLES M WALKER

12/06/2019

ORDER STOPPING
PAYROLL DEDUCTION OR DIRECT PAY ORDER

An order to pay trustee was previously issued in the above referenced case to the entity from whom the debtor receives income. The Chapter 13 case for the above named debtor has been dismissed or converted by this Court, therefore,

IT IS ORDERED that no direct payments or deductions be made from payments due to the debtor, **FAWN [redacted] FENTON**, by the entity from whom the debtor receives income except upon further order of this court.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

xc:

FAWN [redacted] FENTON
ROTHSCHILD AND AUSBROOKS PLLC
Henry E. Hildebrand
FAWN [redacted] FENTON
[redacted]
BRENTWOOD, TN 37027

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3 User: jmw0113 Page 1 of 2 Date Rcvd: Dec 06, 2019
Form ID: 309Alcon Total Noticed: 31

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 08, 2019.

db +Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027-4628
aty JERRY PAUL SPORE, SPRAGINS BARNETT & COBB PLC, PO BOX 2004, JACKSON, TN 38302-2004
aty +NATALIE BROWN, RUBIN LUBLIN, LLC, 119 S MAIN ST, SUITE 500, MEMPHIS, TN 38103-3659
tr +JOHN C. MCLEMORE, LAW OFFICE OF JOHN C. McLEMORE, PLLC, 2000 RICHARD JONES RD., STE. 250, NASHVILLE, TN 37215-2885
cr +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, CO 80129-2386
7055499 AMERICAN INFOSOURCE AS AGENT, ATTN: OFFICER MANAGER OR AGENT, PO BOX 71083, CHARLOTTE NC 28272-1083
7055501 ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BANCORP SOUTH, ATTN: OFFICER MANAGER OR AGENT, PO BOX 4360, TUPELO MS 38803)
6897905 +BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road, Franklin TN 37064-3003
6897907 +Bank of America, NA, Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
6897902 Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12, Nashville, TN 37212-2926
7055508 +SPECIALIZED LOAN SERVICING, LLC, ATTN: OFFICER MANAGER OR AGENT, 8742 LUCENT BLVD., SUITE 300, HIGHLANDS RANCH CO 80129-2386
6999363 +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129-2386
7055509 +TOYOTA MOTOR CREDIT CO., ATTN OFFICER MANAGER OR AGENT, PO BOX 9013, ADDISON TX 75001-9013
6940151 +Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
6897913 +US Attorney General, US Department of Justice, 950 Pennsylvania Avenue, Washington DC 20530-0009
7055512 +VIRGINIA LEE STORY, ATTN: OFFICER MANAGER OR AGENT, 136 FOURTH AVE. SOUTH, FRANKLIN TN 37064-2622
6897914 +[redacted] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C, Nashville TN 37215-2963

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

aty E-mail/Text: marybeth@rothschildbklaw.com Dec 06 2019 23:37:05 MARY ELIZABETH AUSBROOKS, ROTHSCHILD & AUSBROOKS, 1222 16TH AVE SO, STE 12, NASHVILLE, TN 37212-2926
ust E-mail/Text: ustpregion08.na.ecf@usdoj.gov Dec 06 2019 23:38:35 US TRUSTEE, OFFICE OF THE UNITED STATES TRUSTEE, 701 BROADWAY STE 318, NASHVILLE, TN 37203-3966
6897904 E-mail/Text: bankruptcy@ascendfcu.org Dec 06 2019 23:37:15 Ascend Federal Credit Union, Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388
6911748 E-mail/Text: bankruptcy@ascendfcu.org Dec 06 2019 23:37:15 Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388
6897903 +EDI: AMEREXPR.COM Dec 07 2019 04:23:00 American Express, Attn: Officer Manager or Agent, PO Box 981537, El Paso TX 79998-1537
6919358 EDI: BECKLEE.COM Dec 07 2019 04:23:00 American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
6897906 EDI: BANKAMER.COM Dec 07 2019 04:23:00 Bank of America, Attn: Officer Manager or Agent, PO Box 982238, El Paso TX 79998
7055503 EDI: BL-BECKET.COM Dec 07 2019 04:23:00 BECKET & LEE LLP, ATTN: OFFICER MANAGER OR AGENT, PO BOX 3001, MALVERN PA 19355-0701
6941837 EDI: BANKAMER.COM Dec 07 2019 04:23:00 Bank of America, N.A., PO BOX 31785, Tampa FL 33631-3785
6924463 EDI: CAPITALONE.COM Dec 07 2019 04:23:00 Capital One Bank (USA), N.A., by American InfoSource as agent, PO Box 71083, Charlotte, NC 28272-1083
6897908 EDI: CAPITALONE.COM Dec 07 2019 04:23:00 Capital One Bank USA NA, Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
6897909 +EDI: CHASE.COM Dec 07 2019 04:23:00 Chase Card, Attn: Officer Manager or Agent, PO Box 15298, Wilmington DE 19850-5298
6897911 +EDI: IRS.COM Dec 07 2019 04:23:00 IRS Insolvency, 801 Broadway Room 285, MDP 146, Nashville TN 37203-3811
6897912 EDI: TFSR.COM Dec 07 2019 04:23:00 Toyota Motor Credit Co., Attn Officer Manager or Agent, 5005 N River Blvd. NE, Cedar Rapids IA 52411-6634

TOTAL: 14

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

cr* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BANCORPSOUTH BANK, P. O. BOX 4360, TUPELO, MS 38803-4360)
7055500* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210 (address filed with court: ASCEND FEDERAL CREDIT UNION, ATTN: OFFICER MANAGER OR AGENT, PO BOX 1210, TULLAHOMA TN 37388)
6925939* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BancorpSouth Bank, P.O. Box 4360, Tupelo, MS 38803)
7055502* ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238 (address filed with court: BANK OF AMERICA, ATTN: OFFICER MANAGER OR AGENT, PO BOX 982238, EL PASO TX 79998)
7055504* +CHASE CARD, ATTN: OFFICER MANAGER OR AGENT, PO BOX 15298, WILMINGTON DE 19850-5298

District/off: 0650-3 User: jmw0113 Page 2 of 2 Date Rcvd: Dec 06, 2019
Form ID: 309Alcon Total Noticed: 31

***** BYPASSED RECIPIENTS (continued) *****

6897901* +Fawn [redacted] Fenton, [redacted] Brentwood TN 37027-4628
7055505* IRS INSOLVENCY, ATTN: OFFICER MANAGER OR AGENT, PO BOX 7346, PHILADELPHIA PA 19101-7346
7055506* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
7055507* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
6897910* IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346
7055510* +US ATTORNEY GENERAL, US DEPARTMENT OF JUSTICE, 950 PENNSYLVANIA AVENUE, WASHINGTON DC 20530-0009
7055511* +[redacted] C/O BROOKSIDE PROPERTIES, INC., 2002 RICHARD JONES ROAD, SUITE 200-C, NASHVILLE TN 37215-2963

TOTALS: 0, * 12, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 08, 2019 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 6, 2019 at the address(es) listed below:

HENRY EDWARD HILDEBRAND, III hhecf@ch13nsh.com
JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmoss@rlselaw.com
US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 6

Information to identify the case:

Debtor 1	**Fawn [redacted] Fenton**	Social Security number or ITIN	**xxx-xx-2065**
	First Name Middle Name Last Name	EIN	__-_____
Debtor 2 (Spouse, if filing)	First Name Middle Name Last Name	Social Security number or ITIN	____
		EIN	__-_____
United States Bankruptcy Court	**MIDDLE DISTRICT OF TENNESSEE**	Date case filed in chapter **13**	**4/26/19**
Case number:	**3:19-bk-02693**	Date case converted to chapter **7**	**12/6/19**

Form 309A Conversion (For Individuals or Joint Debtors)

Notice of Chapter 7 Bankruptcy Case -- No Asset

12/17

For the debtors listed above, a case has been filed under chapter 7 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtors or the debtors' property. For example, while the stay is in effect, creditors cannot sue, garnish wages, assert a deficiency, repossess property, or otherwise try to collect from the debtors. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although debtors can ask the court to extend or impose a stay.

The debtors are seeking a discharge. Creditors who assert that the debtors are not entitled to a discharge of any debts or who want to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadlines specified in this notice. (See line 9 for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court.

		About Debtor 1:	About Debtor 2:
1.	**Debtor's full name**	Fawn [redacted] Fenton	
2.	**All other names used in the last 8 years**	[redacted]	
3.	**Address**	[redacted] Brentwood, TN 37027	
4.	**Debtor's attorney** Name and address	MARY ELIZABETH AUSBROOKS ROTHSCHILD & AUSBROOKS 1222 16TH AVE SO STE 12 NASHVILLE, TN 37212-2926	Contact phone: 615-242-3996 Email: marybeth@rothschildbklaw.com
5.	**Bankruptcy trustee** Name and address	JOHN C. MCLEMORE LAW OFFICE OF JOHN C. McLEMORE, PLLC 2000 RICHARD JONES RD., STE. 250 NASHVILLE, TN 37215	Contact phone: 615 383-9495 Email: None

For more information, see page 2 >

Debtor **Fawn [redacted] Fenton** Case number **3:19-bk-02693**

6. Bankruptcy clerk's office Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at www.pacer.gov.	701 Broadway Room 170 Nashville, TN 37203	Hours open: 8:00AM–4:00PM Monday–Friday Contact phone: 615–736–5584 Date: 12/6/19
7. Meeting of creditors Debtors must attend the meeting to be questioned under oath. In a joint case, both spouses must attend. Creditors may attend, but are not required to do so.	**January 6, 2020 at 01:00 PM** The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket. ***** Valid photo identification required *****	Location: **Customs House, 701 Broadway, Room 100, Nashville, TN 37203**
8. Presumption of abuse If the presumption of abuse arises, you may have the right to file a motion to dismiss the case under 11 U.S.C. § 707(b). Debtors may rebut the presumption by showing special circumstances.	The Presumption of abuse does not arise.	
9. Deadlines The bankruptcy clerk's office must receive these documents and any required filing fee by the following deadlines.	**File by the deadline to object to discharge or to challenge whether certain debts are dischargeable:** **You must file a complaint:** • if you assert that the debtor is not entitled to receive a discharge of any debts under any of the subdivisions of 11 U.S.C. § 727(a)(2) through (7), or • if you want to have a debt excepted from discharge under 11 U.S.C § 523(a)(2), (4), or (6). **You must file a motion:** • if you assert that the discharge should be denied under § 727(a)(8) or (9).	**Filing deadline:** 3/6/20
	Deadline to object to exemptions: The law permits debtors to keep certain property as exempt. If you believe that the law does not authorize an exemption claimed, you may file an objection.	**Filing deadline:** 30 days after the *conclusion* of the meeting of creditors
10. Proof of claim Please do not file a proof of claim unless you receive a notice to do so.	No property appears to be available to pay creditors. Therefore, please do not file a proof of claim now. If it later appears that assets are available to pay creditors, the clerk will send you another notice telling you that you may file a proof of claim and stating the deadline.	
11. Creditors with a foreign address	If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.	
12. Exempt property	The law allows debtors to keep certain property as exempt. Fully exempt property will not be sold and distributed to creditors. Debtors must file a list of property claimed as exempt. You may inspect that list at the bankruptcy clerk's office or online at www.pacer.gov. If you believe that the law does not authorize an exemption that the debtors claim, you may file an objection. The bankruptcy clerk's office must receive the objection by the deadline to object to exemptions in line 9.	

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 12/9/2019

KM

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:
FAWN [redacted] FENTON
[redacted]
BRENTWOOD, TN 37027

SSN XXX-XX-2065

CHAPTER 13
CASE NO. 19-02693-CW3-13
CHARLES M WALKER

12/06/2019

ORDER STOPPING
PAYROLL DEDUCTION OR DIRECT PAY ORDER

An order to pay trustee was previously issued in the above referenced case to the entity from whom the debtor receives income. The Chapter 13 case for the above named debtor has been dismissed or converted by this Court, therefore,

IT IS ORDERED that no direct payments or deductions be made from payments due to the debtor, **FAWN [redacted] FENTON**, by the entity from whom the debtor receives income except upon further order of this court.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

xc:

FAWN [redacted] FENTON
ROTHSCHILD AND AUSBROOKS PLLC
Henry E. Hildebrand
FAWN TIFFANY FENTON
102 PLUM NELLY CIRCLE
BRENTWOOD, TN 37027

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3 User: slw0703 Page 1 of 1 Date Rcvd: Dec 09, 2019
Form ID: pdf001 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 11, 2019.
db +Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 11, 2019 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 9, 2019 at the address(es) listed below:

JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmoss@rlselaw.com
US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 5

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 12/9/2019

KM

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:
FAWN [redacted] FENTON
[redacted]
BRENTWOOD, TN 37027

CHAPTER 13
CASE NO. 19-02693-CW3-13
CHARLES M WALKER

SSN XXX-XX-2065

12/06/2019

ORDER STOPPING
PAYROLL DEDUCTION OR DIRECT PAY ORDER

An order to pay trustee was previously issued in the above referenced case to the entity from whom the debtor receives income. The Chapter 13 case for the above named debtor has been dismissed or converted by this Court, therefore,

IT IS ORDERED that no direct payments or deductions be made from payments due to the debtor, **FAWN TIFFANY FENTON**, by the entity from whom the debtor receives income except upon further order of this court.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

xc:

FAWN [redacted] FENTON
ROTHSCHILD AND AUSBROOKS PLLC
Henry E. Hildebrand
FAWN [redacted] FENTON
[redacted]
BRENTWOOD, TN 37027

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE TENNESSEE DIVISION

In re: FAWN [redacted] FENTON Debtor(s)	Case No. 19-02693-CW3-13

Chapter 13 Trustee's Final Report and Account

Henry E. Hildebrand, III, chapter 13 trustee, submits the following Final Report and Account of the administration of the estate pursuant to 11 U.S.C. § 1302(b)(1). The trustee declares as follows:

1) The case was filed on 04/26/2019.

2) The plan was confirmed on 07/30/2019.

3) The plan was modified by order after confirmation pursuant to 11 U.S.C. § 1329 on NA.

4) The trustee filed action to remedy default by the debtor in performance under the plan on NA.

5) The case was converted on 12/06/2019.

6) Number of months from filing to last payment: 5.

7) Number of months case was pending: 8.

8) Total value of assets abandoned by court order: NA.

9) Total value of assets exempted: $10,500.00.

10) Amount of unsecured claims discharged without payment: $0.00.

11) All checks distributed by the trustee relating to this case have not cleared the bank.

UST Form 101-13-FR-S (9/1/2009)

Receipts:

Total paid by or on behalf of the debtor	$6,783.00
Less amount refunded to debtor	$33.75
NET RECEIPTS:	**$6,749.25**

Expenses of Administration:

Attorney's Fees Paid Through the Plan	$2,386.94
Court Costs	$310.00
Trustee Expenses & Compensation	$236.09
Other	$0.00
TOTAL EXPENSES OF ADMINISTRATION:	**$2,933.03**

Attorney fees paid and disclosed by debtor: $0.00

Scheduled Creditors:

Creditor Name	Class	Claim Scheduled	Claim Asserted	Claim Allowed	Principal Paid	Int. Paid
1305 CLAIM	Unsecured	NA	NA	NA	0.00	0.00
ASCEND FEDERAL CREDIT UNION	Unsecured	17,811.23	12,900.65	12,900.65	0.00	0.00
ASCEND FEDERAL CREDIT UNION	Unsecured	NA	5,000.00	5,000.00	787.11	73.77
BANCORPSOUTH BANK	Secured	NA	54,863.24	825.00	825.00	0.00
BANCORPSOUTH BANK	Secured	NA	0.00	0.00	0.00	0.00
BANCORPSOUTH BANK	Secured	NA	0.00	825.00	825.00	0.00
BANCORPSOUTH BANK	Secured	NA	1,023.40	0.00	0.00	0.00
BANK OF AMERICA	Unsecured	11,793.22	NA	NA	0.00	0.00
BECKET AND LEE LLP	Unsecured	9,518.02	9,518.02	9,518.02	0.00	0.00
CAPITAL ONE BANK USA NA	Unsecured	9,818.83	9,906.18	9,906.18	0.00	0.00
CHASE CARD	Unsecured	NA	NA	NA	0.00	0.00
SPECIALIZED LOAN SERVICING LLC	Secured	NA	240,727.38	0.00	0.00	0.00
TOYOTA MOTOR CREDIT CORP	Secured	12,600.00	12,600.00	12,600.00	927.18	378.16
UNITED STATES TREASURY	Unsecured	NA	0.00	0.00	0.00	0.00
UNITED STATES TREASURY	Priority	NA	0.00	0.00	0.00	0.00
US ATTORNEY GENERAL	Unsecured	NA	NA	NA	0.00	0.00
[redacted]	Secured	NA	NA	NA	0.00	0.00

Summary of Disbursements to Creditors:	Claim Allowed	Principal Paid	Interest Paid
Secured Payments:			
Mortgage Ongoing	$825.00	$825.00	$0.00
Mortgage Arrearage	$825.00	$825.00	$0.00
Debt Secured by Vehicle	$12,600.00	$927.18	$378.16
All Other Secured	$0.00	$0.00	$0.00
TOTAL SECURED:	**$14,250.00**	**$2,577.18**	**$378.16**
Priority Unsecured Payments:			
Domestic Support Arrearage	$0.00	$0.00	$0.00
Domestic Support Ongoing	$0.00	$0.00	$0.00
All Other Priority	$0.00	$0.00	$0.00
TOTAL PRIORITY:	**$0.00**	**$0.00**	**$0.00**
GENERAL UNSECURED PAYMENTS:	**$37,324.85**	**$787.11**	**$73.77**

Disbursements:		
Expenses of Administration	$2,933.03	
Disbursements to Creditors	$3,816.22	
TOTAL DISBURSEMENTS :		**$6,749.25**

12) The trustee certifies that the foregoing summary is true and complete and all administrative matters for which the trustee is responsible have been completed. The trustee requests that the trustee be discharged and granted such relief as may be just and proper.

Dated: 01/02/2020

By:/s/ Henry E. Hildebrand, III
Trustee

STATEMENT: This Unified Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

In the Matter of:	)	
	)	**Case No. 19-02693-CMW-7**
FAWN [redacted] FENTON	)	
	)	**Chapter 7**
Debtor.	)	
	)	
TOYOTA MOTOR CREDIT CORP.	)	
Creditor.	)	
	)	
VS	)	
	)	
FAWN [redacted] FENTON	)	
Respondent.	)	
	)	

MOTION FOR RELIEF FROM AUTOMATIC STAY OF SECTION 362 (a)

COMES NOW Toyota Motor Credit Corp. (hereinafter referred to as "TMCC"), and requests this Honorable Court for an order terminating the automatic stay imposed by 11 U.S.C. 362(a), in order that it may foreclose, repossess or otherwise liquidate its collateral. As grounds for this motion, TMCC respectfully represents unto the Court as follows:

1. The Debtor in the above styled cause, Fawn [redacted] Fenton (hereinafter "the Debtor"), filed a petition in the United States Bankruptcy Court for the Middle District of Tennessee, the same being Case No. 19-02693-CMW-7.

2. On January 19, 2007, the Debtor executed a Retail Installment Sales Contract purchasing **one (1) 2017 Toyota Prius, VIN:** [redacted] Copies of the Retail Installment Sales Contract and Certificate of Titleare attached hereto collectively as Exhibit "A" and incorporated herein by reference.

Fenton; File #20-16010-BK

3. That TMCC avers the Debtor has failed and refused to reaffirm this debt with TMCC.

4. That TMCC avers that the Debtor failed and refused to make payments as set out in the contract and the contract is now in default for the installment months of August 30, 2019 through December 30, 2019 in the amount of $1,424.66.

5. TMCC under the terms of its agreements, it retains an interest in the collateral that is superior to the interest of the Trustee. TMCC further avers that there is no value in the collateral herein beyond the indebtedness owed to TMCC and that there is no equity in the said collateral for the estate.

6. TMCC also claims fees and costs for the filing of this motion.

7. TMCC request that the stay provided in Federal Rules of Bankruptcy 4001(a)(3) shall not apply to the order entered pursuant to this motion.

WHEREFORE, PREMISES CONSIDERED, TMCC request this Honorable Court for an Order granting its above and foregoing motion, and for waiver of the fourteen (14) day stay imposed by Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure and for such further and other relief as this Court deems proper.

/s/ Paul J. Spina, III
Paul J. Spina, III,
Attorney for Toyota Motor Credit Corp
One Perimeter Park South, Suite 400N
Birmingham, AL 35203
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

Fenton; File #20-16010-BK

OF COUNSEL:
SPINA & LAVELLE, P.C.
One Perimeter Park South, Suite 400N
Birmingham, Alabama 35243
(205) 298-1800

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above and foregoing motion upon the following via ECF e-mail on this the 15th day of **January, 2020.**

/s/ Paul J. Spina, III
Paul J. Spina, III,
Attorney for Toyota Motor Credit Corp
One Perimeter Park South, Suite 400N
Birmingham, AL 35203
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

Mary Elizabeth Ausbrooks
Attorney at Law
813 2nd Avenue South
Nashville, TN 37210
615-242-3996
marybeth@rothschildbklaw.com

John C. McLemore
Chapter 7 Trustee
P.O. Box 158249
Nashville, TN 37215
615-383-9495
gmyecfkr@gmylaw.com

Fenton; File #20-16010-BK

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above and foregoing Motion upon the following by placing the same in the U.S. Mail, postage pre-paid, on this the 15th day of **January, 2020**.

Fawn [redacted] Fenton
[redacted]
Brentwood, TN 37027

Fenton; File #20-16010-BK

EXHIBIT "A"

[redacted]

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST – TENNESSEE

TOYOTA FINANCIAL SERVICES

[redacted] Contract Date: 09/15/2016

BUYER AND CO-BUYER NAME(S) AND ADDRESS(ES)
FAWN [redacted] FENTON
1986 SUNNY SIDE DR
Brentwood, County of WILLIAMSON, TN 37027

CREDITOR (SELLER) NAME AND ADDRESS
Beaman Motor Co.
1525 BROADWAY
NASHVILLE, TN 37203

Meaning of Words. In this contract, the words "you," "your" and "yours" refer to the Buyer and Co-Buyer, if any. The word "Creditor" refers to the Creditor (Seller) named above and, after assignment, to Toyota Motor Credit Corporation ("TMCC") and any subsequent assignee.

Who is Bound. You may buy the vehicle described below for cash or on credit. The cash sale price is shown on page two as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the terms on all pages of this contract and you are individually liable to the Creditor for any amount due.

Description of Vehicle. You agree to buy and the Creditor agrees to sell you the following vehicle:

Vehicle
2016 Toyota Prius 5dr HB Two

New, Used, or Demo	Vehicle Identification Number	Primary Purpose	Odometer Mileage
New	[redacted]	Personal	90

Trade-In Vehicle
2005 Toyota Prius

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of $ 7,267.47 is
0.00 %	$ 0.00	$ 21,600.00	$ 21,600.00	$ 28,867.47

Your Payment Schedule Will Be:

Number of Payments:	Amount of Each Payment:	When Payments Are Due:
One Deferred Downpayment of	$N/A	N/A
72 Regular Payments of	$300.00	Monthly, beginning 10/30/2016
One Final Payment of	$N/A	N/A

Prepayment. If you pay off all of your debt early, you will not have to pay a penalty.

Security. You are giving a security interest in the vehicle being purchased.

Other Terms. Please read all pages of this contract for additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and penalties.

THE ANNUAL PERCENTAGE RATE MAY BE NEGOTIATED WITH THE DEALER. THE DEALER MAY ASSIGN THIS CONTRACT AND RETAIN ITS RIGHT TO RECEIVE A PART OF THE FINANCE CHARGE.

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[redacted]

N/A

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST – TENNESSEE

TOYOTA FINANCIAL SERVICES

Itemization of Amount Financed

1. Cash Price (including any accessories, services and taxes)		$ 26,184.22 (1)
2. Downpayment		
A. Gross Trade-in Value	$ 1,500.00	
B. Payoff of Existing Lien or Lease Balance on Trade-in Vehicle	$ 0.00	
C. Net Trade-in Value (A - B) (Indicate if negative number)	$ 1,500.00	
D. Cash	$ 5,267.47	
E. Rebates and Non-Cash Incentives	$ 500.00	
F. Subtotal (C + D + E)	$ 7,267.47	
G. TOTAL DOWNPAYMENT (if Subtotal is negative, Total Downpayment is $0.00)		$ 7,267.47 (2)
3. Unpaid Balance of Cash Sale Price (1 minus 2)		$ 18,916.75 (3)
4. Other Charges Including Amounts Paid to Others on Your Behalf (Creditor may retain or receive a portion of these amounts):		
A. Cost of Required Physical Damage Insurance Paid to the Insurance Company Named Below – Covering Damage to the Vehicle	$ N/A	
B. Cost of Optional Credit Insurance Paid to the Insurance Company or Companies Named Below Life $ N/A Disability, Accident and Health $ N/A	$ N/A	
C. Cost of Optional Mechanical Breakdown Protection Paid to the MBP Company Named Below – Covering Certain Mechanical Repairs	$ 2,150.00	
D. Cost of Optional Debt Cancellation Coverage or Guaranteed Auto Protection ("GAP") Paid to the GAP Provider Named Below - Covering a Waiver of Deficiency under Total Loss of Vehicle	$ N/A	
E. Official Fees Paid to Public Officials	$ N/A	
F. Taxes Paid to Government Agencies (Not Included in Cash Price)	$ N/A	
G. Government License Fees	$ 28.75	
H. Government Registration Fees	$ N/A	
I. Government Certificate of Title Fees	$ N/A	
J. Other Charges (Creditor must identify who will receive payment and describe purpose)		
To DEALER For Processing Fee	$ 499.50	
To TN DEPT OF REV For TIRE FEE	$ 5.00	
To N/A For N/A	$ N/A	
To N/A For N/A	$ N/A	
To N/A For N/A	$ N/A	
To N/A For N/A	$ N/A	
To N/A For N/A	$ N/A	
To N/A For N/A	$ N/A	
To N/A For N/A	$ N/A	
To N/A For N/A	$ N/A	
Total Other Charges and Amounts Paid to Others on Your Behalf		$ 2,683.25 (4)
5. Amount Financed – Unpaid Balance (3+4)		$ 21,600.00 (5)

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[redacted]

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST – TENNESSEE

TOYOTA FINANCIAL SERVICES

REQUIRED PHYSICAL DAMAGE INSURANCE

Physical damage insurance is required, but you may provide the required insurance coverage through an existing policy of insurance owned or controlled by you or through anyone you want who is reasonably acceptable to the Creditor. If you buy it through the Creditor and are accepted by the insurance company, the policies or certificates issued by the insurance company will describe the terms and conditions. The cost of this insurance is shown in 4A of the Itemization Section.

Insurance Company N/A Term: N/A months

☐ $ N/A Deductible Collision and either:

☐ $ N/A Deductible Comprehensive including Fire, Theft and Combined Additional Coverage

Optional, if desired -- ☐ Towing and Labor Costs ☐ Rental Reimbursement ☐ CB Radio Equipment ☐ Fire, Theft, and Combined Additional Coverage

OPTIONAL INSURANCE AND OTHER OPTIONAL PRODUCTS

Optional Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost, which is shown below and in 4B of the Itemization Section.

☐ Credit Life - ☐ Single Coverage ☐ Joint Coverage Term (Months) N/A Premium $ N/A

I want the specified credit life coverage.

Buyer Signature	Date	Co-Buyer Signature	Date
N/A A	N/A	N/A A	N/A

☐ Credit Disability - Single Coverage (Buyer Only) Term (Months) N/A Premium $ N/A

I want the specified credit disability coverage.

Buyer Signature	Date	Co-Buyer Signature	Date
N/A B	N/A	N/A B	N/A

If you elect optional credit insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policies or certificates issued by the insurance company. The original amount of the decreasing term credit life insurance will not exceed $ N/A . Credit disability insurance payments will equal the monthly payment amount but will not be more than $ N/A .

Insurance Company N/A .

Optional Mechanical Breakdown Protection. Mechanical breakdown protection is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase mechanical breakdown protection under this contract by signing below and agreeing to pay the additional cost, which is shown in 4C of the Itemization Section.

The term of this protection will be 120 months from the date of delivery or until the odometer of the vehicle shows 120000 miles, whichever occurs first. If you purchase this protection, you have reviewed the terms of the contract which describes this protection and you understand that a copy of the completed contract will be sent to you as soon as practicable.

MBP Company CNA NATIONAL WARRANTY CORP. $ 100.00 Deductible

I (WE) WANT THE OPTIONAL MECHANICAL BREAKDOWN PROTECTION DESCRIBED ABOVE.

Buyer Signature	Date	Co-Buyer Signature	Date
[signature] C	09/15/2016	N/A C	N/A

Optional Debt Cancellation Contract or Guaranteed Auto Protection ("GAP"). GAP is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase GAP under this contract by signing below and agreeing to pay the additional cost to the Creditor, which is shown in 4D of the Itemization Section. If you elect this optional GAP coverage and are accepted by the GAP provider, the terms and conditions will be as described in the GAP agreement issued by that provider.

GAP Provider N/A

I (WE) WANT THE OPTIONAL GAP COVERAGE DESCRIBED ABOVE.

Buyer Signature	Date	Co-Buyer Signature	Date
N/A D	N/A	N/A D	N/A

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[redacted]

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST – TENNESSEE

TOYOTA FINANCIAL SERVICES

Other Important Agreements

1. Payments Before or After Scheduled Due Date. This is a simple interest contract. This means that the amount of the Finance Charge may vary. The Finance Charge and Total of Payments shown on page one of the contract are based on the assumption that all payments are made when due. The Creditor credits each payment first to accrued Finance Charge, then to the unpaid balance of the Amount Financed and the remainder to unpaid charges. The Creditor computes your Finance Charge each day on the unpaid balance of the Amount Financed. The earlier you make payments before their due dates, the less Finance Charge you will owe. The Creditor will send you a check for any amount owed to you after your last payment. The later you make payments after they are due, the greater the Finance Charge. The Creditor will advise you of any additional amount you owe at the end of the contract term. You understand that payment of any installment after it is due will be a default on your part as stated below.

2. Ownership, Location and Risk of Loss. You agree to pay the Creditor all you owe under this contract even if the vehicle is damaged, destroyed or missing. You agree not to sell, transfer, rent, lease or remove the vehicle from the state in which you reside on the date of this contract without the prior written permission of the Creditor. The vehicle will be kept at the address you specify in this contract unless another address is provided to the Creditor in writing. You will notify the Creditor in writing of any change in your address where the vehicle is regularly located. Under no circumstances will you be permitted to remove the vehicle from the United States, except to Canada and then only for a period of 30 days or less. You agree to keep the vehicle properly maintained. You agree not to expose the vehicle to misuse or confiscation. You will make sure the Creditor's security interest (lien) on the vehicle is shown on the title.

3. Taxes and Other Charges. You are responsible for and will pay when due all taxes, repair bills, storage bills, fines, assessments and other charges in connection with the vehicle. If you fail to pay these amounts the Creditor may do so for you. If the Creditor does so, you agree to repay the amount when the Creditor asks for it. You agree to comply with all registration, licensing, tax and title laws applicable to the vehicle.

4. Security Interest. You hereby grant the Creditor a security interest in: (1) the vehicle being purchased, any accessories and equipment then installed in the vehicle, any accessions installed in or affixed to the vehicle and any replacement parts installed in the vehicle; (2) insurance premiums, and charges for mechanical breakdown protection, guaranteed auto protection contracts or other optional products returned to the Creditor; (3) proceeds of any insurance policies, mechanical breakdown protection, guaranteed auto protection contracts or other optional products on the vehicle; and (4) proceeds of any insurance policies on your life or health which are financed in this contract. This secures payment of all amounts you owe in this contract and in any transfer, renewal, extension, refinancing or assignment of this contract. It also secures your other agreements in this contract.

5. Required Physical Damage Insurance. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The physical damage insurance must name the Creditor as loss payee and must require 10 days advance written notice to the Creditor before any cancellation or reduction in the Insurance coverage. You agree to deliver promptly to the Creditor whatever written proof of insurance coverage the Creditor may reasonably request. At any time during the term of this contract, if you do not have physical damage insurance which covers both the interest of you and the Creditor in the vehicle, then the Creditor may buy it for you. If the Creditor does not buy physical damage insurance which covers both interests in the vehicle, it may, if it decides, buy insurance which covers only the Creditor's interest.

The Creditor is under no obligation to buy any insurance, but may do so if it desires. If the Creditor buys either of these coverages, it will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a finance charge at the Annual Percentage Rate applicable to this contract or, if that rate is not authorized, the highest lawful contract rate. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that the Creditor can use any insurance settlement either to repair the vehicle or to apply to your debt.

6. Late Payment. Acceptance of a late payment does not excuse your late payment or mean that you can keep making payments after they are due. The Creditor may also take the steps set forth below if there is any late payment.

7. Insurance or Optional Contracts. This contract may contain charges for insurance, mechanical breakdown protection, guaranteed auto protection contracts or other optional products. If you default under this contract, you agree that the Creditor may claim benefits under these contracts and terminate them to obtain refunds for unearned charges. You agree to cooperate with the Creditor in collecting any proceeds or cancellation refunds, including executing all necessary papers.

8. Insurance or Optional Contract Charges Returned to Creditor. If any charge for required insurance is returned to the Creditor, it may be credited to the final maturing installments of your account or used to buy similar insurance or insurance which covers only the Creditor's interest in the vehicle. Any refund on optional insurance, mechanical breakdown protection, guaranteed auto protection contracts or other optional products obtained by the Creditor will be credited to your account. Credits to your account will include both the amounts received by the Creditor and the unearned finance charge on those amounts. These credits will be applied to as many of your installments as they will cover, beginning with the final installment.

9. Default and Required Repayment in Full Before the Scheduled Date. You will be in default under this contract if you fail to pay any payment according to the payment schedule; if bankruptcy or insolvency proceedings are initiated by or against you; if any person tries to take any of your property by legal proceedings while it is in your possession or control; or if you break any of the agreements in this contract. If you are in default, the Creditor can accelerate the payments under this contract and demand that you pay all that you owe at once. The Creditor may also take the steps set forth below if you default under this contract.

10. Repossession of the Vehicle for Failure to Pay. If you default under this contract, the Creditor can take the vehicle from you (repossession). To take the vehicle the Creditor can enter your property, or the property where it is stored, so long as it is done peacefully and lawfully. If there is any personal property in the vehicle, such as clothing, the Creditor can store it for you. Any accessories, equipment or replacement parts will remain with the vehicle.

11. Getting the Vehicle Back After Repossession. If the Creditor repossesses the vehicle, you have the right to get it back (redeem) by paying the entire amount you owe on the contract (not just past due payments) plus any late charges, the cost of taking and storing the vehicle and other expenses that the Creditor has incurred. Your right to redeem will end when the vehicle is sold or when the Creditor enters into a contract for its disposition, whichever occurs first.

12. Sale of the Repossessed Vehicle. The Creditor will send you a written notice of sale at least 10 days before selling the vehicle. If you do not redeem the vehicle by the date on the notice, the Creditor can sell it. The Creditor will use the net proceeds of the sale to pay all or part of your debt.

To the extent permitted by law, the net proceeds of sale will be figured this way: Any late charges and any charges for taking, storing, cleaning, advertising, leasing and/or selling the vehicle and any reasonable attorney's fees and court costs will be subtracted from the selling price.

If you owe the Creditor less than the net proceeds of sale, the difference is owed you, unless the Creditor is required to pay it to someone else. For example, the Creditor may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

Unless otherwise provided by law, if you owe more than the net proceeds of sale, you agree to pay the difference between the net proceeds of sale and what you owe when the Creditor asks for it. If you do not pay this amount when asked, you may also be charged interest at the Annual Percentage Rate applicable to this contract, not to exceed the highest lawful rate, until you do pay all you owe.

13. Collection Costs. To the extent permitted by applicable law, you agree to reimburse the Creditor for all reasonable outside collection costs. These costs include, but are not limited to, costs of outside investigation, prerepossession costs and, if this contract is referred for collection to an attorney who is not a salaried employee of the Creditor, the attorney's reasonable fee and any court costs. You also agree to pay the Creditor a check collection charge, as authorized by law, plus the amount charged by the financial institution for each check, draft or other form of payment which is returned or dishonored for any reason.

14. Credit Information. You hereby authorize the Creditor to investigate your creditworthiness and credit capacity in connection with the establishment, maintenance and collection of your account and to furnish information concerning your account, including insurance information, to credit reporting agencies and others who may lawfully receive such information.

15. Interest after Maturity. If there is a balance due when this contract matures, you agree to pay interest at the Annual Percentage Rate applicable to this contract, or if that rate is not authorized, the highest lawful rate.

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[redacted]04/04/16)

[redacted]

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST – TENNESSEE

TOYOTA FINANCIAL SERVICES

16. Delay in Enforcing Rights and Changes in this Contract. The Creditor can delay or refrain from enforcing any of its rights under this contract without losing them. For example, the Creditor can extend the time for making some payments without extending others. Any change in the terms of this contract must be in writing and signed by the Creditor. No oral changes are binding. If any part of this contract is not valid, all other parts will remain enforceable.

17. Warranties Seller Disclaims. You understand that the Seller is not offering any express warranties unless: (i) the Seller extends a written warranty, or (ii) the window form for a used or demonstration vehicle indicates that the Seller is giving express warranties.

In addition, there are no implied warranties of merchantability or fitness for a particular purpose or any other implied warranties by the Seller covering the vehicle unless: (i) the Seller extends a written warranty; (ii) within 90 days from the date of this contract, you enter into a service contract with the Seller which applies to the motor vehicle being purchased; or (iii) the window form for a used or demonstration vehicle states that the Seller is giving implied warranties. To the extent permitted by applicable law, the Seller shall have no responsibility to you or to any other person with respect to any interruption of service, loss of business or anticipated profit or consequential damages.

An implied warranty of merchantability generally means that the vehicle is fit for the ordinary purpose for which such vehicles are generally used. A warranty of fitness for a particular purpose is a warranty that may arise when the Seller has reason to know the particular purpose for which you require the vehicle and you rely on the Seller's skill or judgment to furnish a suitable vehicle.

This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

18. Governing Law. This contract will be governed by the laws of the State of Tennessee.

19. Used and Demonstration Car Buyer's Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in this contract of sale. The preceding NOTICE applies only to a used or demonstration vehicle sale.

Guía Para Compradores de Vehículos Usados o Demostraciones. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto todas las disposiciones en contrario contenida en el contrato de venta. El AVISO anterior se aplica solamente a la venta de vehículo usado o demostración.

20. Electronic Contracting and Signature Acknowledgement. You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, you will not assert against any subsequent holder or assignee of this contract any claims or defenses you (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

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True and Accurate Completed Copy - UCC Non-Authoritative Copy

[redacted]

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST – TENNESSEE

TOYOTA FINANCIAL SERVICES

Receipt of Goods and Promise to Pay. You agree that you have received the vehicle and/or services described above, and have accepted delivery of the vehicle in good condition. You promise to pay to the Creditor the Total Sale Price shown above by making the Total Downpayment and paying the Creditor the Total of Payments in accordance with the Payment Schedule shown on page one and all other amounts due under this contract.

IMPORTANT: THE TERMS AND CONDITIONS ON ALL PAGES OF THIS DOCUMENT ARE PART OF THIS CONTRACT. READ THESE TERMS AND CONDITIONS BEFORE SIGNING BELOW.

LIABILITY INSURANCE COVERAGE NOT INCLUDED: THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

You signed this contract and received a completely filled in copy.

Buyer Signature [redacted] Date 09/15/2016

Name: FAWN [redacted] FENTON

Co-Buyer Signature N/A Date N/A

Name:

Seller Signature [redacted] Date 09/15/2016

Name: Bearman Motor Co.

SELLER'S ASSIGNMENT

Seller sells and assigns to Toyota Motor Credit Corporation ("TMCC") all of its rights, title and interest in this Contract in accordance with the terms of the Retail Sales Financing Agreement between Seller and TMCC.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

Toyota Financial Services is a service mark of Toyota Motor Credit Corporation.

[redacted] (04/04/16)

[redacted]

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	BODY TYPE	TITLE NUMBER
[redacted] [redacted]	2017	TOYT	PRI	4H	[redacted]

DATE OF FIRST SECURITY INTEREST 01-19-2017

FIRST LIENHOLDER CODE

TOYOTA MOTOR CREDIT CORP
PO BOX 105386
ATLANTA GA 30348

FIRST LIEN RELEASED BY

SIGNATURE RELEASE DATE

TOYOTA MOTOR CREDIT CORP
PO BOX 105386
ATLANTA GA 30348

[redacted]

STATE OF TENNESSEE
DEPARTMENT OF REVENUE

STATE OF TENNESSEE

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE DOCUMENT. BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	BODY TYPE	TITLE NUMBER
[redacted]	2017	TOYT	PRI	4H	[redacted]

NEW USED DEMO	PREVIOUS TITLE NO	PREV STATE	SALES OR USE TAX	CO	ODOMETER
X	[redacted]	TN		94	502

DATE TITLE ISSUED 09-20-2017
DATE VEHICLE ACQUIRED 01-19-2017

REMARKS
ACTUAL MILEAGE

FAWN [redacted] FENTON
1986 SUNNY SIDE DRIVE
BRENTWOOD TN 37027

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER TENNESSEE CODE ANNOTATED, 55-3-101, TITLE TO THE MOTOR VEHICLE DESCRIBED ABOVE IS VESTED IN THE OWNER'S NAME HEREIN. THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE.

FIRST LIEN RELEASED BY

SIGNATURE RELEASE DATE

DATE OF FIRST SECURITY INTEREST 01-19-2017

FIRST LIENHOLDER CODE

TOYOTA MOTOR CREDIT CORP
PO BOX 105386
ATLANTA GA 30348

[redacted] [redacted]

[redacted] [redacted] [redacted]

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK.

Case 3:19-bk-02693 Doc 37 Filed 01/15/20 15:49:06 Desc Exhibit A Page 8 of 8
FRBP Violated: #3:19-bk-02693 TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: 48419B) JRF.003.1357.00

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	)	
	)	
Fawn [redacted] Fenton	)	
	)	**Case No. 19-02693-CMW-7**
Debtor.	)	**Relief from stay to enforce lien**
	)	**Date of Scheduled Hearing:**
	)	
	)	_____
Toyota Motor Credit Corp.	)	
Secured Claimant.	)	

Affected Collateral: one (1) 2017 Toyota Prius, VIN: [redacted]

ORDER GRANTING RELIEF FROM AUTOMATIC STAY OF §362(a)

The Secured Claimant identified above has moved for relief from the automatic stay in 11 U.S.C. §362(a) with respect to the Affected Collateral. Either no timely opposition was filed or any objection raised was withdrawn or overruled by the Court at the Scheduled Hearing.

IT IS ORDERED that the automatic stay in 11 U.S.C. §362(a) is terminated with respect to the Secured Claimant and its Affected Collateral.

IT IS FURTHER ORDERED that the stay in FED. R. BANKR. P. 4001(a)(3) does not apply.

This Order was signed and entered electronically as indicated at the top of the first page.

/s/ Paul J. Spina, III
Paul J. Spina, III
Spina & Lavelle, P.C.
Attorney for Creditor
One Perimeter Park South, Suite 400N
Birmingham, AL 35243
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

This order was prepared by:
SPINA & LAVELLE, P.C.
One Perimeter Park South, Suite 400N
Birmingham, Alabama 35243
(205) 298-1800

#
#
#

Form prelimhr

United States Bankruptcy Court

MIDDLE DISTRICT OF TENNESSEE

In re:
Fawn [redacted] Fenton

Case No. 3:19-bk-02693
Chapter: 7 Judge: Charles M Walker

Movant: TOYOTA MOTOR CREDIT CORP.
v.
Respondents: FAWN [redacted] FENTON

NOTICE OF PRELIMINARY HEARING AND PREHEARING ORDER

THIS IS NOTICE THAT A PRELIMINARY HEARING OF THE MOTION FOR RELIEF FROM STAY HAS BEEN SET ON **2/4/20 AT 09:00 AM IN Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.**

RESPONDENT SHALL FILE AND SERVE A RESPONSE TO THE MOTION FOR RELIEF FROM STAY AT LEAST 7 DAYS BEFORE THE PRELIMINARY HEARING. FAILURE TO TIMELY FILE AND SERVE A RESPONSE TO THE MOTION SHALL BE DEEMED A STATEMENT OF NO OPPOSITION. **IF NO TIMELY RESPONSE IS FILED, THE PRELIMINARY HEARING SCHEDULED ABOVE WILL NOT BE HELD AND THE MOVANT SHALL SUBMIT AN ORDER GRANTING THE REQUESTED RELIEF.** IF A TIMELY RESPONSE IS FILED, THE PRELIMINARY HEARING SCHEDULED ABOVE WILL BE HELD AND ALL PARTIES SHALL COMPLY WITH THE PROVISIONS BELOW.

In the event a final hearing is necessary, the final hearing will be scheduled by the court at the preliminary hearing.

COUNSEL FOR EACH PARTY IS ORDERED to file **no later than 4:00 p.m. on the 3rd business day before the preliminary hearing,** a **"PREHEARING STATEMENT"** containing the following:

FOR MOVANT

1. A brief statement of each cause for relief from the stay.
2. A brief summary of movant's contentions of fact in support of each cause for relief from the stay and the evidence to be relied upon to establish those facts.

FOR RESPONDENT

1. A brief statement of each defense.
2. A brief summary of respondent's contentions of fact in support of each defense, and the evidence to be relied upon to establish those facts.

FOR ALL PARTIES

1. A statement of all admitted uncontested facts.
2. Each Party's brief statement of contested facts.
3. Each party's brief statement of contested legal issues.
4. The affidavits or other documentary proof which each party submits in support of its contentions. Any creditor asserting a lien or security interest shall include proof of its lien or security interest and **proof of perfection.** All such affidavits or documents shall be exchanged by the parties at or before the time of filing of the PREHEARING STATEMENT.

PROCEDURE AT PRELIMINARY HEARING

At the preliminary hearing, the Court will consider the motion and response, the PREHEARING STATEMENT and attachments and the arguments of counsel. Upon the motion of a party filed and served at least 72 hours prior to the preliminary hearing, the Court may permit the questioning of witnesses at the preliminary hearing.

APPLICATION OF LBR 9014-1

1. If no timely response is filed and served, LBR 9014-1c shall not apply.
2. If a timely response is filed and served and if a final hearing is scheduled by the court:
   a. The Required Disclosures in LBR 9014-1d(1)(a) and (b) shall be completed by all parties no later than 7 days after the preliminary hearing.
   b. The Required Disclosures in LBR 9014-1d(1)(c) shall be completed no later than 14 days before any final hearing.
   c. The Pretrial Disclosures in LBR 9014-1d(2) shall be completed no later than 7 days before any final hearing.

Failure to comply with this order may result in dismissal of the action, default, the assessment of costs and attorneys fees or other appropriate remedies.

Dated: 1/16/20

/s/ Charles M Walker
United States Bankruptcy Judge

For a Chapter 7, 12 or 13 case, the clerk shall mail a copy of this order to the debtor(s), attorney for the debtor(s), trustee, U.S. trustee, any committee elected (§ 705) and attorney for movant.

In a Chapter 11 case, the clerk shall mail a copy to the attorney for movant. The attorney for the movant shall mail a copy of this order to the debtor(s), the trustee (if appointed), the U.S. trustee, any committee appointed pursuant to § 1102 or the 20 largest unsecured creditors, if no committee is appointed.

Form ntcabuse

UNITED STATES BANKRUPTCY COURT

MIDDLE DISTRICT OF TENNESSEE

Case No.: 3:19−bk−02693
Chapter: 7
Judge: Charles M Walker

In Re: Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):
Fawn [redacted] Fenton
[redacted]
Brentwood, TN 37027

Social Security / Individual Taxpayer ID No.:
xxx−xx−2065

Employer Tax ID / Other nos.:

STATEMENT OF PRESUMED ABUSE

As required by 11 U.S.C. Sec. 704(b)(1)(A), the United States Trustee has reviewed the materials filed by the debtor(s). Having considered these materials in reference to the criteria set forth in 11 U.S.C. Sec. 707(b)(2)(A), and, pursuant to 11 U.S.C. Sec. 704(b)(2), the United States Trustee has determined that:(1) the debtor's(s') case should be presumed to be an abuse under section 707(b); and (2) the product of the debtor's current monthly income, multiplied by 12, is not less than the requirements specified in section 704(b)(2)(A) or (B). As required by 11 U.S.C. Sec. 704(b)(2) the United States Trustee shall, not later than 30 days after the date of this Statement's filing, either file a motion to dismiss or convert under section 707(b) or file a statement setting forth the reasons the United States Trustee does not consider such a motion to be appropriate.Debtor(s) may rebut the presumption of abuse only if special circumstances can be demonstrated as set forth in 11 U.S.C. Sec. 707(b)(2)(B). (US TRUSTEE).

Dated: 1/17/20

United States Trustee

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

In the Matter of:	)	
	)	**Case No. 19-02693-CMW-7**
FAWN [redacted] FENTON	)	
	)	**Chapter 7**
Debtor.	)	
	)	
TOYOTA MOTOR CREDIT CORP.	)	
Creditor.	)	
	)	
VS	)	
	)	
FAWN [redacted] FENTON	)	
Respondent.	)	
	)	

AMENDED MOTION FOR RELIEF FROM AUTOMATIC STAY OF SECTION 362 (a)

COMES NOW Toyota Motor Credit Corp. (hereinafter referred to as "TMCC"), and requests this Honorable Court for an order terminating the automatic stay imposed by 11 U.S.C. 362(a), in order that it may foreclose, repossess or otherwise liquidate its collateral. As grounds for this motion, TMCC respectfully represents unto the Court as follows:

1. The Debtor in the above styled cause, Fawn [redacted] Fenton (hereinafter "the Debtor"), filed a petition in the United States Bankruptcy Court for the Middle District of Tennessee, the same being Case No. 19-02693-CMW-7.

2. On September 15, 2016, the Debtor executed a Retail Installment Sales Contract purchasing **one (1) 2017 Toyota Prius, VIN:** [redacted] Copies of the Retail Installment Sales Contract and Certificate of Title are attached hereto collectively as Exhibit "A" and incorporated herein by reference. A correction of the VIN number on the original Retail Installment Contract was issued to the Debtor on June 22, 2017. A copy of the correction is

attached to the Retail Installment Contract as part of Exhibit "A".

3. TMCC avers the Debtor has failed and refused to reaffirm this debt with TMCC.

4. TMCC avers that the Debtor failed and refused to make payments as set out in the contract and the contract is now in default for the installment months of August 30, 2019 through December 30, 2019 in the amount of $1,424.66.

5. TMCC under the terms of its agreements, it retains an interest in the collateral that is superior to the interest of the Trustee. TMCC further avers that there is no value in the collateral herein beyond the indebtedness owed to TMCC and that there is no equity in the said collateral for the estate.

6. TMCC also claims fees and costs for the filing of this motion.

7. TMCC request that the stay provided in Federal Rules of Bankruptcy 4001(a)(3) shall not apply to the order entered pursuant to this motion.

WHEREFORE, PREMISES CONSIDERED, TMCC request this Honorable Court for an Order granting its above and foregoing motion, and for waiver of the fourteen (14) day stay imposed by Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure and for such further and other relief as this Court deems proper.

/s/ Paul J. Spina, III
Paul J. Spina, III,
Attorney for Toyota Motor Credit Corp
One Perimeter Park South, Suite 400N
Birmingham, AL 35203
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

Fenton; File #20-16010-BK

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above and foregoing motion upon the following via ECF e-mail on this the 17th day of **January, 2020**.

/s/ Paul J. Spina, III
Paul J. Spina, III,
Attorney for Toyota Motor Credit Corp
One Perimeter Park South, Suite 400N
Birmingham, AL 35203
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

Mary Elizabeth Ausbrooks
Attorney at Law
813 2nd Avenue South
Nashville, TN 37210
615-242-3996
marybeth@rothschildbklaw.com

John C. McLemore
Chapter 7 Trustee
P.O. Box 158249
Nashville, TN 37215
615-383-9495
gmyecfkr@gmylaw.com

Fenton; File #20-16010-BK

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above and foregoing Motion upon the following by placing the same in the U.S. Mail, postage pre-paid, on this the 17th day of **January, 2020**.

Fawn [redacted] Fenton
[redacted]
Brentwood, TN 37027

Fenton; File #20-16010-BK

EXHIBIT "A"

[redacted]

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST – TENNESSEE

TOYOTA FINANCIAL SERVICES

[redacted] Contract Date: 09/15/2016

BUYER AND CO-BUYER NAME(S) AND ADDRESS(ES)
FAWN [redacted] FENTON
1986 SUNNY SIDE DR
Brentwood, County of WILLIAMSON, TN 37027

CREDITOR (SELLER) NAME AND ADDRESS
Beaman Motor Co.
1525 BROADWAY
NASHVILLE, TN 37203

Meaning of Words. In this contract, the words "you," "your" and "yours" refer to the Buyer and Co-Buyer, if any. The word "Creditor" refers to the Creditor (Seller) named above and, after assignment, to Toyota Motor Credit Corporation ("TMCC") and any subsequent assignee.

Who is Bound. You may buy the vehicle described below for cash or on credit. The cash sale price is shown on page two as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the terms on all pages of this contract and you are individually liable to the Creditor for any amount due.

Description of Vehicle. You agree to buy and the Creditor agrees to sell you the following vehicle:

Vehicle
2016 Toyota Prius 5dr HB Two

New, Used, or Demo	Vehicle Identification Number	Primary Purpose	Odometer Mileage
New	[redacted]	Personal	90

Trade-in Vehicle
2005 Toyota Prius

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your downpayment of $ 7,267.47 is
0.00 %	$ 0.00	$ 21,600.00	$ 21,600.00	$ 28,867.47

Your Payment Schedule Will Be:

Number of Payments:	Amount of Each Payment:	When Payments Are Due:
One Deferred Downpayment of	$N/A	N/A
72 Regular Payments of	$300.00	Monthly, beginning 10/30/2016
One Final Payment of	$N/A	N/A

Prepayment. If you pay off all of your debt early, you will not have to pay a penalty.

Security. You are giving a security interest in the vehicle being purchased.

Other Terms. Please read all pages of this contract for additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and penalties.

THE ANNUAL PERCENTAGE RATE MAY BE NEGOTIATED WITH THE DEALER. THE DEALER MAY ASSIGN THIS CONTRACT AND RETAIN ITS RIGHT TO RECEIVE A PART OF THE FINANCE CHARGE.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

[redacted]

N/A

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST – TENNESSEE

TOYOTA FINANCIAL SERVICES

Itemization of Amount Financed

1. Cash Price (including any accessories, services and taxes)			$ 26,184.22 (1)
2. Downpayment			
A. Gross Trade-in Value	$ 1,500.00		
B. Payoff of Existing Lien or Lease Balance on Trade-in Vehicle	$ 0.00		
C. Net Trade-in Value (A - B) (indicate if negative number)	$ 1,500.00		
D. Cash	$ 5,267.47		
E. Rebates and Non-Cash Incentives	$ 500.00		
F. Subtotal (C + D + E)	$ 7,267.47		
G. TOTAL DOWNPAYMENT (if Subtotal is negative, Total Downpayment is $0.00)			$ 7,267.47 (2)
3. Unpaid Balance of Cash Sale Price (1 minus 2)			$ 18,916.75 (3)
4. Other Charges Including Amounts Paid to Others on Your Behalf (Creditor may retain or receive a portion of these amounts):			
A. Cost of Required Physical Damage Insurance Paid to the Insurance Company Named Below – Covering Damage to the Vehicle	$ N/A		
B. Cost of Optional Credit Insurance Paid to the Insurance Company or Companies Named Below			
Life $ N/A Disability, Accident and Health $ N/A	$ N/A		
C. Cost of Optional Mechanical Breakdown Protection Paid to the MBP Company Named Below – Covering Certain Mechanical Repairs	$ 2,150.00		
D. Cost of Optional Debt Cancellation Coverage or Guaranteed Auto Protection ("GAP") Paid to the GAP Provider Named Below - Covering a Waiver of Deficiency under Total Loss of Vehicle	$ N/A		
E. Official Fees Paid to Public Officials	$ N/A		
F. Taxes Paid to Government Agencies (Not Included in Cash Price)	$ N/A		
G. Government License Fees	$ 28.75		
H. Government Registration Fees	$ N/A		
I. Government Certificate of Title Fees	$ N/A		
J. Other Charges (Creditor must identify who will receive payment and describe purpose)			
To DEALER For Processing Fee	$ 499.50		
To TN DEPT OF REV For TIRE FEE	$ 5.00		
To N/A For N/A	$ N/A		
To N/A For N/A	$ N/A		
To N/A For N/A	$ N/A		
To N/A For N/A	$ N/A		
To N/A For N/A	$ N/A		
To N/A For N/A	$ N/A		
To N/A For N/A	$ N/A		
To N/A For N/A	$ N/A		
Total Other Charges and Amounts Paid to Others on Your Behalf			$ 2,683.25 (4)
5. Amount Financed – Unpaid Balance (3+4)			$ 21,600.00 (5)

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

[redacted]

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST – TENNESSEE

TOYOTA FINANCIAL SERVICES

REQUIRED PHYSICAL DAMAGE INSURANCE

Physical damage insurance is required, but you may provide the required insurance coverage through an existing policy of insurance owned or controlled by you or through anyone you want who is reasonably acceptable to the Creditor. If you buy it through the Creditor and are accepted by the insurance company, the policies or certificates issued by the insurance company will describe the terms and conditions. The cost of this insurance is shown in 4A of the Itemization Section.

Insurance Company N/A Term: N/A months

☐ $ N/A Deductible Collision and either:

☐ $ N/A Deductible Comprehensive including Fire,Theft and Combined Additional Coverage

Optional, if desired – ☐ Towing and Labor Costs ☐ Rental Reimbursement ☐ CB Radio Equipment ☐ Fire, Theft, and Combined Additional Coverage

OPTIONAL INSURANCE AND OTHER OPTIONAL PRODUCTS

Optional Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost, which is shown below and in 4B of the Itemization Section.

☐ Credit Life - ☐ Single Coverage ☐ Joint Coverage Term (Months) N/A Premium $ N/A

I want the specified credit life coverage.

Buyer Signature	Date	Co-Buyer Signature	Date
N/A A	N/A	N/A A	N/A

☐ Credit Disability - Single Coverage (Buyer Only) Term (Months) N/A Premium $ N/A

I want the specified credit disability coverage.

Buyer Signature	Date	Co-Buyer Signature	Date
N/A B	N/A	N/A B	N/A

If you elect optional credit insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policies or certificates issued by the insurance company. The original amount of the decreasing term credit life insurance will not exceed $ N/A . Credit disability insurance payments will equal the monthly payment amount but will not be more than $ N/A .

Insurance Company N/A .

Optional Mechanical Breakdown Protection. Mechanical breakdown protection is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase mechanical breakdown protection under this contract by signing below and agreeing to pay the additional cost, which is shown in 4C of the Itemization Section.

The term of this protection will be 120 months from the date of delivery or until the odometer of the vehicle shows 120000 miles, whichever occurs first. If you purchase this protection, you have reviewed the terms of the contract which describes this protection and you understand that a copy of the completed contract will be sent to you as soon as practicable.

MBP Company CNA NATIONAL WARRANTY CORP. $ 100.00 Deductible

I (WE) WANT THE OPTIONAL MECHANICAL BREAKDOWN PROTECTION DESCRIBED ABOVE.

Buyer Signature	Date	Co-Buyer Signature	Date
[signature] C	09/15/2016	N/A C	N/A

Optional Debt Cancellation Contract or Guaranteed Auto Protection ("GAP"). GAP is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase GAP under this contract by signing below and agreeing to pay the additional cost to the Creditor, which is shown in 4D of the Itemization Section. If you elect this optional GAP coverage and are accepted by the GAP provider, the terms and conditions will be as described in the GAP agreement issued by that provider.

GAP Provider N/A

I (WE) WANT THE OPTIONAL GAP COVERAGE DESCRIBED ABOVE.

Buyer Signature	Date	Co-Buyer Signature	Date
N/A D	N/A	N/A D	N/A

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

[redacted]

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST – TENNESSEE

TOYOTA FINANCIAL SERVICES

Other Important Agreements

1. Payments Before or After Scheduled Due Date. This is a simple interest contract. This means that the amount of the Finance Charge may vary. The Finance Charge and Total of Payments shown on page one of the contract are based on the assumption that all payments are made when due. The Creditor credits each payment first to accrued Finance Charge, then to the unpaid balance of the Amount Financed and the remainder to unpaid charges. The Creditor computes your Finance Charge each day on the unpaid balance of the Amount Financed. The earlier you make payments before their due dates, the less Finance Charge you will owe. The Creditor will send you a check for any amount owed to you after your last payment. The later you make payments after they are due, the greater the Finance Charge. The Creditor will advise you of any additional amount you owe at the end of the contract term. You understand that payment of any installment after it is due will be a default on your part as stated below.

2. Ownership, Location and Risk of Loss. You agree to pay the Creditor all you owe under this contract even if the vehicle is damaged, destroyed or missing. You agree not to sell, transfer, rent, lease or remove the vehicle from the state in which you reside on the date of this contract without the prior written permission of the Creditor. The vehicle will be kept at the address you specify in this contract unless another address is provided to the Creditor in writing. You will notify the Creditor in writing of any change in your address where the vehicle is regularly located. Under no circumstances will you be permitted to remove the vehicle from the United States, except to Canada and then only for a period of 30 days or less. You agree to keep the vehicle properly maintained. You agree not to expose the vehicle to misuse or confiscation. You will make sure the Creditor's security interest (lien) on the vehicle is shown on the title.

3. Taxes and Other Charges. You are responsible for and will pay when due all taxes, repair bills, storage bills, fines, assessments and other charges in connection with the vehicle. If you fail to pay these amounts the Creditor may do so for you. If the Creditor does so, you agree to repay the amount when the Creditor asks for it. You agree to comply with all registration, licensing, tax and title laws applicable to the vehicle.

4. Security Interest. You hereby grant the Creditor a security interest in: (1) the vehicle being purchased, any accessories and equipment then installed in the vehicle, any accessions installed in or affixed to the vehicle and any replacement parts installed in the vehicle; (2) insurance premiums, and charges for mechanical breakdown protection, guaranteed auto protection contracts or other optional products returned to the Creditor; (3) proceeds of any insurance policies, mechanical breakdown protection, guaranteed auto protection contracts or other optional products on the vehicle; and (4) proceeds of any insurance policies on your life or health which are financed in this contract. This secures payment of all amounts you owe in this contract and in any transfer, renewal, extension, refinancing or assignment of this contract. It also secures your other agreements in this contract.

5. Required Physical Damage Insurance. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The physical damage insurance must name the Creditor as loss payee and must require 10 days advance written notice to the Creditor before any cancellation or reduction in the insurance coverage. You agree to deliver promptly to the Creditor whatever written proof of insurance coverage the Creditor may reasonably request. At any time during the term of this contract, if you do not have physical damage insurance which covers both the interest of you and the Creditor in the vehicle, then the Creditor may buy it for you. If the Creditor does not buy physical damage insurance which covers both interests in the vehicle, it may, if it decides, buy insurance which covers only the Creditor's interest.

The Creditor is under no obligation to buy any insurance, but may do so if it desires. If the Creditor buys either of these coverages, it will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a finance charge at the Annual Percentage Rate applicable to this contract or, if that rate is not authorized, the highest lawful contract rate. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that the Creditor can use any insurance settlement either to repair the vehicle or to apply to your debt.

6. Late Payment. Acceptance of a late payment does not excuse your late payment or mean that you can keep making payments after they are due. The Creditor may also take the steps set forth below if there is any late payment.

7. Insurance or Optional Contracts. This contract may contain charges for insurance, mechanical breakdown protection, guaranteed auto protection contracts or other optional products. If you default under this contract, you agree that the Creditor may claim benefits under these contracts and terminate them to obtain refunds for unearned charges. You agree to cooperate with the Creditor in collecting any proceeds or cancellation refunds, including executing all necessary papers.

8. Insurance or Optional Contract Charges Returned to Creditor. If any charge for required insurance is returned to the Creditor, it may be credited to the final maturing installments of your account or used to buy similar insurance or insurance which covers only the Creditor's interest in the vehicle. Any refund on optional insurance, mechanical breakdown protection, guaranteed auto protection contracts or other optional products obtained by the Creditor will be credited to your account. Credits to your account will include both the amounts received by the Creditor and the unearned finance charge on those amounts. These credits will be applied to as many of your installments as they will cover, beginning with the final installment.

9. Default and Required Repayment in Full Before the Scheduled Date. You will be in default under this contract if you fail to pay any payment according to the payment schedule; if bankruptcy or insolvency proceedings are initiated by or against you; if any person tries to take any of your property by legal proceedings while it is in your possession or control; or if you break any of the agreements in this contract. If you are in default, the Creditor can accelerate the payments under this contract and demand that you pay all that you owe at once. The Creditor may also take the steps set forth below if you default under this contract.

10. Repossession of the Vehicle for Failure to Pay. If you default under this contract, the Creditor can take the vehicle from you (repossession). To take the vehicle the Creditor can enter your property, or the property where it is stored, so long as it is done peacefully and lawfully. If there is any personal property in the vehicle, such as clothing, the Creditor can store it for you. Any accessories, equipment or replacement parts will remain with the vehicle.

11. Getting the Vehicle Back After Repossession. If the Creditor repossesses the vehicle, you have the right to get it back (redeem) by paying the entire amount you owe on the contract (not just past due payments) plus any late charges, the cost of taking and storing the vehicle and other expenses that the Creditor has incurred. Your right to redeem will end when the vehicle is sold or when the Creditor enters into a contract for its disposition, whichever occurs first.

12. Sale of the Repossessed Vehicle. The Creditor will send you a written notice of sale at least 10 days before selling the vehicle. If you do not redeem the vehicle by the date on the notice, the Creditor can sell it. The Creditor will use the net proceeds of the sale to pay all or part of your debt.

To the extent permitted by law, the net proceeds of sale will be figured this way: Any late charges and any charges for taking, storing, cleaning, advertising, leasing and/or selling the vehicle and any reasonable attorney's fees and court costs will be subtracted from the selling price.

If you owe the Creditor less than the net proceeds of sale, the difference is owed you, unless the Creditor is required to pay it to someone else. For example, the Creditor may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

Unless otherwise provided by law, if you owe more than the net proceeds of sale, you agree to pay the difference between the net proceeds of sale and what you owe when the Creditor asks for it. If you do not pay this amount when asked, you may also be charged interest at the Annual Percentage Rate applicable to this contract, not to exceed the highest lawful rate, until you do pay all you owe.

13. Collection Costs. To the extent permitted by applicable law, you agree to reimburse the Creditor for all reasonable outside collection costs. These costs include, but are not limited to, costs of outside investigation, prerepossession costs and, if this contract is referred for collection to an attorney who is not a salaried employee of the Creditor, the attorney's reasonable fee and any court costs. You also agree to pay the Creditor a check collection charge, as authorized by law, plus the amount charged by the financial institution for each check, draft or other form of payment which is returned or dishonored for any reason.

14. Credit Information. You hereby authorize the Creditor to investigate your creditworthiness and credit capacity in connection with the establishment, maintenance and collection of your account and to furnish information concerning your account, including insurance information, to credit reporting agencies and others who may lawfully receive such information.

15. Interest after Maturity. If there is a balance due when this contract matures, you agree to pay interest at the Annual Percentage Rate applicable to this contract, or if that rate is not authorized, the highest lawful rate.

True and Accurate Completed Copy - UCC Non-Authoritative Copy
True and Accurate Completed Copy - UCC Non-Authoritative Copy

Case 1:23-cv-01097-PLM ECF No. 1-10, PageID.342 Filed 10/13/23 Page 28 of 71

[redacted]

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST – TENNESSEE

TOYOTA FINANCIAL SERVICES

16. Delay in Enforcing Rights and Changes in this Contract. The Creditor can delay or refrain from enforcing any of its rights under this contract without losing them. For example, the Creditor can extend the time for making some payments without extending others. Any change in the terms of this contract must be in writing and signed by the Creditor. No oral changes are binding. If any part of this contract is not valid, all other parts will remain enforceable.

17. Warranties Seller Disclaims. You understand that the Seller is not offering any express warranties unless: (i) the Seller extends a written warranty, or (ii) the window form for a used or demonstration vehicle indicates that the Seller is giving express warranties.

In addition, there are no implied warranties of merchantability or fitness for a particular purpose or any other implied warranties by the Seller covering the vehicle unless: (i) the Seller extends a written warranty; (ii) within 90 days from the date of this contract, you enter into a service contract with the Seller which applies to the motor vehicle being purchased; or (iii) the window form for a used or demonstration vehicle states that the Seller is giving implied warranties. To the extent permitted by applicable law, the Seller shall have no responsibility to you or to any other person with respect to any interruption of service, loss of business or anticipated profit or consequential damages.

An implied warranty of merchantability generally means that the vehicle is fit for the ordinary purpose for which such vehicles are generally used. A warranty of fitness for a particular purpose is a warranty that may arise when the Seller has reason to know the particular purpose for which you require the vehicle and you rely on the Seller's skill or judgment to furnish a suitable vehicle.

This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

18. Governing Law. This contract will be governed by the laws of the State of Tennessee.

19. Used and Demonstration Car Buyer's Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in this contract of sale. The preceding NOTICE applies only to a used or demonstration vehicle sale.

Guía Para Compradores de Vehículos Usados o Demostraciones. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto todas las disposiciones en contrario contenida en el contrato de venta. El AVISO anterior se aplica solamente a la venta de vehículo usado o demostración.

20. Electronic Contracting and Signature Acknowledgement. You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, you will not assert against any subsequent holder or assignee of this contract any claims or defenses you (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

True and Accurate Completed Copy - UCC Non-Authoritative Copy
True and Accurate Completed Copy - UCC Non-Authoritative Copy

[redacted]

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE INTEREST – TENNESSEE

TOYOTA FINANCIAL SERVICES

Receipt of Goods and Promise to Pay. You agree that you have received the vehicle and/or services described above, and have accepted delivery of the vehicle in good condition. You promise to pay to the Creditor the Total Sale Price shown above by making the Total Downpayment and paying the Creditor the Total of Payments in accordance with the Payment Schedule shown on page one and all other amounts due under this contract.

IMPORTANT: THE TERMS AND CONDITIONS ON ALL PAGES OF THIS DOCUMENT ARE PART OF THIS CONTRACT. READ THESE TERMS AND CONDITIONS BEFORE SIGNING BELOW.

LIABILITY INSURANCE COVERAGE NOT INCLUDED: THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

You signed this contract and received a completely filled in copy.

Buyer Signature [redacted] Date 09/15/2016

Name: FAWN [redacted] FENTON

Co-Buyer Signature N/A Date N/A

Name:

Seller Signature [redacted] Date 09/15/2016

Name: Beaman Motor Co.

SELLER'S ASSIGNMENT

Seller sells and assigns to Toyota Motor Credit Corporation ("TMCC") all of its rights, title and interest in this Contract in accordance with the terms of the Retail Sales Financing Agreement between Seller and TMCC.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

Toyota Financial Services is a service mark of Toyota Motor Credit Corporation.

TOYOTA
FINANCIAL SERVICES

3200 WEST RAY ROAD SUITE #118
CHANDLER, AZ 85226

DATE: 06/22/17
DEALER: BEAMAN TOYOTA CO.
[redacted]
DATE OF CONTRACT: 09/15/16
BUYER: FAWN[redacted]FENTON
CO-BUYER:
DESCRIPTION OF VEHICLE: 2007
RIUS
VEHICLE IDENTIFICATION NUMBER: [redacted]

FAWN[redacted]FENTON
1986 SUNNY SIDE DR
BRENTWOOD TN 37027-5404

CONTRACT CORRECTION NOTICE

We are pleased to have purchased your Retail Installment Contract. On reviewing the contract, we noticed the error(s)/omission(s) which have been corrected on our records:

- ☐ The APR should read _____. Finance Charge should be _____. Total of Payments should be _____. Total Sale Price should be _____. Payment Amount should be _____.
- ☐ All blank spaces on this contract should have been filled in with "N/A".
- ☐ This is to confirm the data printed on this contract is misaligned, but all spaces have the correct information provided.
- ☐ The Creditor's Name should be shown as _____.
- ☐ The Description of Vehicle section on the contract is not correct. The _____ should read _____.
- ☐ The Odometer reading was omitted or incorrect. The Odometer reading should have indicated _____.
- ☐ The provider for the Guaranteed Auto Protection plan (GAP) should be _____.
- ☐ Under the Optional Mechanical Breakdown Protection section, it should read: The term of the protection should be _____ or until the odometer reads _____. Benefits payable will not exceed _____. MBP company is _____. Deductible is _____.
- ☒ The Vehicle Identification Number is incorrect or missing on the contract. It should read [redacted]

Keep this notice as your record of the changes made. **Your response is not required.** However, if you have any questions concerning this notice please call us at (800) 874-8822 between 8am and 8pm, Monday through Friday, or write to us at the address listed above.

TOYOTA FINANCIAL SERVICES

[redacted]

Toyota Financial Services is a service mark of Toyota Motor Credit Corporation.

[redacted]93 Doc 89-1 Filed 01/17/20 Entered 01/17/20 14:11:08 De[redacted](06/12)
Exhibit A Page 8 of 9

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	BODY TYP	TITLE NUMBER
[redacted]	2017	TOYT	PRI	4H	[redacted]

DATE OF FIRST SECURITY INTEREST 01-19-2017
FIRST LIENHOLDER CODE

TOYOTA MOTOR CREDIT CORP
PO BOX 105386
ATLANTA GA 30348
FIRST LIEN RELEASED BY

SIGNATURE RELEASE DATE

TOYOTA MOTOR CREDIT CORP
PO BOX 105386
ATLANTA GA 30348

[redacted]

STATE OF TENNESSEE
DEPARTMENT OF REVENUE

STATE OF TENNESSEE

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE DOCUMENT. BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	BODY TYPE	TITLE NUMBER
[redacted]	2017	TOYT	PRI	4H	[redacted]

NEW	USED	DEMO	PREVIOUS TITLE NO	PREV STATE	SALES OR USE TAX	CO	ODOMETER
X			[redacted]	TN		94	502

DATE TITLE ISSUED 09-20-2017
DATE VEHICLE ACQUIRED 01-19-2017
REMARKS
ACTUAL MILEAGE

FAWN [redacted] FENTON
1986 SUNNY SIDE DRIVE
BRENTWOOD TN 37027

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER TENNESSEE CODE ANNOTATED, 55-3-101, TITLE TO THE MOTOR VEHICLE DESCRIBED ABOVE IS VESTED IN THE OWNER'S NAME HEREIN. THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE.

FIRST LIEN RELEASED BY

SIGNATURE RELEASE DATE
DATE OF FIRST SECURITY INTEREST 01-19-2017
FIRST LIENHOLDER CODE

TOYOTA MOTOR CREDIT CORP
PO BOX 105386
ATLANTA GA 30348

[redacted]

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	)	
	)	
Fawn [redacted] Fenton	)	
	)	**Case No. 19-02693-CMW-7**
Debtor.	)	**Relief from stay to enforce lien**
	)	**Date of Scheduled Hearing:**
	)	
	)	_____
Toyota Motor Credit Corp.	)	
Secured Claimant.	)	

Affected Collateral: one (1) 2017 Toyota Prius, VIN: [redacted]

ORDER GRANTING RELIEF FROM AUTOMATIC STAY OF §362(a)

The Secured Claimant identified above has moved for relief from the automatic stay in 11 U.S.C. §362(a) with respect to the Affected Collateral. Either no timely opposition was filed or any objection raised was withdrawn or overruled by the Court at the Scheduled Hearing.

IT IS ORDERED that the automatic stay in 11 U.S.C. §362(a) is terminated with respect to the Secured Claimant and its Affected Collateral.

IT IS FURTHER ORDERED that the stay in FED. R. BANKR. P. 4001(a)(3) does not apply.

This Order was signed and entered electronically as indicated at the top of the first page.

/s/ Paul J. Spina, III
Paul J. Spina, III
Spina & Lavelle, P.C.
Attorney for Creditor
One Perimeter Park South, Suite 400N
Birmingham, AL 35243
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

This order was prepared by:
SPINA & LAVELLE, P.C.
One Perimeter Park South, Suite 400N
Birmingham, Alabama 35243
(205) 298-1800

#
#
#

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	)		
	)	CHAPTER:	7
FAWN [redacted] FENTON	)	CASE NO.:	19-02693
	)	JUDGE:	WALKER
Debtor	)		
	)		
	)		

AGREED ORDER ON NONDISCHARGEABILITY

THIS MATTER IS BEFORE THE COURT upon the agreement of the Debtor, Fawn [redacted] Fenton (the "Debtor") and Ascend Federal Credit Union ("Ascend"), for entry of an order denying the dischargeability of a claim of Ascend. Based on the agreement of the parties, as evidenced by signatures of their respective counsel below, it is hereby ORDERED as follows:

1. Ascend asserts a claim against the Debtor arising from a $5,000 cash advance which was taken out days before she filed for Chapter 13 relief on April 26, 2019 to which the Debtor through counsel provided for in the Plan to address the non-dischargeability issue. The current amount owed is $4,212.89
2. By agreement of the parties the Debtor is indebted to Ascend in the amount of $2,990.00.
3. The debt owed to Ascend in the amount of $2,990.00 is hereby non-dischargeable.
4. Debtor hereby agrees to repay Ascend's non-dischargeable debt of $2,990.00 with a 4% annual percentage rate by remitting monthly payments of $150.00 beginning no later than 45 days after entry of this Order, to Ascend at the following address:

Ascend Federal Credit Union
PO Box 1210
Tullahoma, TN 37388

5. If the Debtor fails to abide by the agreed upon payment arrangement, Ascend shall have the right to collect their debt using any remedies available under applicable non-bankruptcy law.

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Jodie Thresher
Jodie Thresher
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com

Shearon W Hales

ASCEND FEDERAL CREDIT UNION
Shearon W. Hales, #011184
Attorney for Creditor
PO Box 1210
Tullahoma, TN 37388
(931) 454-1188
bankruptcy@ascendfcu.org

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3 User: leq0323 Page 1 of 1 Date Rcvd: Jan 16, 2020
Form ID: prelimhr Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 18, 2020.
db +Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 18, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 16, 2020 at the address(es) listed below:

JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmoss@rlselaw.com
PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 6

Form prelimhr

United States Bankruptcy Court

MIDDLE DISTRICT OF TENNESSEE

In re:
Fawn [redacted] Fenton

Case No. 3:19-bk-02693
Chapter: 7 Judge: Charles M Walker

Movant: TOYOTA MOTOR CREDIT CORP.

v.

Respondents: FAWN [redacted] FENTON

NOTICE OF PRELIMINARY HEARING AND PREHEARING ORDER

THIS IS NOTICE THAT A PRELIMINARY HEARING OF THE MOTION FOR RELIEF FROM STAY HAS BEEN SET ON **2/4/20 AT 09:00 AM IN Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.**

RESPONDENT SHALL FILE AND SERVE A RESPONSE TO THE MOTION FOR RELIEF FROM STAY AT LEAST 7 DAYS BEFORE THE PRELIMINARY HEARING. FAILURE TO TIMELY FILE AND SERVE A RESPONSE TO THE MOTION SHALL BE DEEMED A STATEMENT OF NO OPPOSITION. **IF NO TIMELY RESPONSE IS FILED, THE PRELIMINARY HEARING SCHEDULED ABOVE WILL NOT BE HELD AND THE MOVANT SHALL SUBMIT AN ORDER GRANTING THE REQUESTED RELIEF.** IF A TIMELY RESPONSE IS FILED, THE PRELIMINARY HEARING SCHEDULED ABOVE WILL BE HELD AND ALL PARTIES SHALL COMPLY WITH THE PROVISIONS BELOW.

In the event a final hearing is necessary, the final hearing will be scheduled by the court at the preliminary hearing.

COUNSEL FOR EACH PARTY IS ORDERED to file **no later than 4:00 p.m. on the 3rd business day before the preliminary hearing,** a **"PREHEARING STATEMENT"** containing the following:

FOR MOVANT

1. A brief statement of each cause for relief from the stay.
2. A brief summary of movant's contentions of fact in support of each cause for relief from the stay and the evidence to be relied upon to establish those facts.

FOR RESPONDENT

1. A brief statement of each defense.
2. A brief summary of respondent's contentions of fact in support of each defense, and the evidence to be relied upon to establish those facts.

FOR ALL PARTIES

1. A statement of all admitted uncontested facts.
2. Each Party's brief statement of contested facts.
3. Each party's brief statement of contested legal issues.
4. The affidavits or other documentary proof which each party submits in support of its contentions. Any creditor asserting a lien or security interest shall include proof of its lien or security interest and **proof of perfection.** All such affidavits or documents shall be exchanged by the parties at or before the time of filing of the PREHEARING STATEMENT.

PROCEDURE AT PRELIMINARY HEARING

At the preliminary hearing, the Court will consider the motion and response, the PREHEARING STATEMENT and attachments and the arguments of counsel. Upon the motion of a party filed and served at least 72 hours prior to the preliminary hearing, the Court may permit the questioning of witnesses at the preliminary hearing.

APPLICATION OF LBR 9014–1

1. If no timely response is filed and served, LBR 9014–1c shall not apply.
2. If a timely response is filed and served and if a final hearing is scheduled by the court:
   a. The Required Disclosures in LBR 9014–1d(1)(a) and (b) shall be completed by all parties no later than 7 days after the preliminary hearing.
   b. The Required Disclosures in LBR 9014–1d(1)(c) shall be completed no later than 14 days before any final hearing.
   c. The Pretrial Disclosures in LBR 9014–1d(2) shall be completed no later than 7 days before any final hearing.

Failure to comply with this order may result in dismissal of the action, default, the assessment of costs and attorneys fees or other appropriate remedies.

Dated: 1/16/20

/s/ Charles M Walker
United States Bankruptcy Judge

For a Chapter 7, 12 or 13 case, the clerk shall mail a copy of this order to the debtor(s), attorney for the debtor(s), trustee, U.S. trustee, any committee elected (§ 705) and attorney for movant.

In a Chapter 11 case, the clerk shall mail a copy to the attorney for movant. The attorney for the movant shall mail a copy of this order to the debtor(s), the trustee (if appointed), the U.S. trustee, any committee appointed pursuant to § 1102 or the 20 largest unsecured creditors, if no committee is appointed.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3 User: jmw0113 Page 1 of 2 Date Rcvd: Jan 17, 2020
Form ID: ntcabuse Total Noticed: 27

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 19, 2020.

db +Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027-4628
cr +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, CO 80129-2386
cr +Toyota Motor Credit Corporation, c/o Spina & Lavelle PC, One Perimeter Park South, Suite 400N, Birmingham, AL 35243-2327
7055499 AMERICAN INFOSOURCE AS AGENT, ATTN: OFFICER MANAGER OR AGENT, PO BOX 71083, CHARLOTTE NC 28272-1083
6897903 +American Express, Attn: Officer Manager or Agent, PO Box 981537, El Paso TX 79998-1537
6919358 American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
7055501 ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BANCORP SOUTH, ATTN: OFFICER MANAGER OR AGENT, PO BOX 4360, TUPELO MS 38803)
6897906 ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238 (address filed with court: Bank of America, Attn: Officer Manager or Agent, PO Box 982238, El Paso TX 79998)
7055503 BECKET & LEE LLP, ATTN: OFFICER MANAGER OR AGENT, PO BOX 3001, MALVERN PA 19355-0701
6897905 +BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road, Franklin TN 37064-3003
6941837 Bank of America, N.A., PO BOX 31785, Tampa FL 33631-3785
6897907 +Bank of America, NA, Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
6897909 +Chase Card, Attn: Officer Manager or Agent, PO Box 15298, Wilmington DE 19850-5298
6897902 Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12, Nashville, TN 37212-2926
7055508 +SPECIALIZED LOAN SERVICING, LLC, ATTN: OFFICER MANAGER OR AGENT, 8742 LUCENT BLVD., SUITE 300, HIGHLANDS RANCH CO 80129-2386
6999363 +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129-2386
7055509 +TOYOTA MOTOR CREDIT CO., ATTN OFFICER MANAGER OR AGENT, PO BOX 9013, ADDISON TX 75001-9013
6897912 ++TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026 (address filed with court: Toyota Motor Credit Co., Attn Officer Manager or Agent, 5005 N River Blvd. NE, Cedar Rapids IA 52411-6634)
6940151 +Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
6897913 +US Attorney General, US Department of Justice, 950 Pennsylvania Avenue, Washington DC 20530-0009
7055512 +VIRGINIA LEE STORY, ATTN: OFFICER MANAGER OR AGENT, 136 FOURTH AVE. SOUTH, FRANKLIN TN 37064-2622
6897914 +[redacted] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C, Nashville TN 37215-2963

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

6911748 E-mail/Text: bankruptcy@ascendfcu.org Jan 18 2020 02:58:01 Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388
6897904 E-mail/Text: bankruptcy@ascendfcu.org Jan 18 2020 02:58:01 Ascend Federal Credit Union, Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388
6924463 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Jan 18 2020 03:02:59 Capital One Bank (USA), N.A., by American InfoSource as agent, PO Box 71083, Charlotte, NC 28272-1083
6897908 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Jan 18 2020 03:01:17 Capital One Bank USA NA, Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
6897911 +E-mail/Text: cio.bncmail@irs.gov Jan 18 2020 02:58:18 IRS Insolvency, 801 Broadway Room 285, MDP 146, Nashville TN 37203-3811

TOTAL: 5

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

cr* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BANCORPSOUTH BANK, P. O. BOX 4360, TUPELO, MS 38803-4360)
7055500* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210 (address filed with court: ASCEND FEDERAL CREDIT UNION, ATTN: OFFICER MANAGER OR AGENT, PO BOX 1210, TULLAHOMA TN 37388)
6925939* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BancorpSouth Bank, P.O. Box 4360, Tupelo, MS 38803)
7055502* ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238 (address filed with court: BANK OF AMERICA, ATTN: OFFICER MANAGER OR AGENT, PO BOX 982238, EL PASO TX 79998)
7055504* +CHASE CARD, ATTN: OFFICER MANAGER OR AGENT, PO BOX 15298, WILMINGTON DE 19850-5298
6897901* +Fawn [redacted] Fenton, [redacted] Brentwood TN 37027-4628
7055505* IRS INSOLVENCY, ATTN: OFFICER MANAGER OR AGENT, PO BOX 7346, PHILADELPHIA PA 19101-7346
7055506* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
7055507* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
6897910* IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346

District/off: 0650-3 User: jmw0113 Page 2 of 2 Date Rcvd: Jan 17, 2020
Form ID: ntcabuse Total Noticed: 27

***** BYPASSED RECIPIENTS (continued) *****
7055510* +US ATTORNEY GENERAL, US DEPARTMENT OF JUSTICE, 950 PENNSYLVANIA AVENUE, WASHINGTON DC 20530-0009
7055511* +[redacted] C/O BROOKSIDE PROPERTIES, INC., 2002 RICHARD JONES ROAD, SUITE 200-C, NASHVILLE TN 37215-2963

TOTALS: 0, * 12, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 19, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 16, 2020 at the address(es) listed below:

JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmoss@rlselaw.com
PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 6

Form ntcabuse

UNITED STATES BANKRUPTCY COURT

MIDDLE DISTRICT OF TENNESSEE

Case No.: 3:19−bk−02693
Chapter: 7
Judge: Charles M Walker

In Re: Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):
Fawn [redacted] Fenton
[redacted]
Brentwood, TN 37027

Social Security / Individual Taxpayer ID No.:
xxx−xx−2065

Employer Tax ID / Other nos.:

STATEMENT OF PRESUMED ABUSE

As required by 11 U.S.C. Sec. 704(b)(1)(A), the United States Trustee has reviewed the materials filed by the debtor(s). Having considered these materials in reference to the criteria set forth in 11 U.S.C. Sec. 707(b)(2)(A), and, pursuant to 11 U.S.C. Sec. 704(b)(2), the United States Trustee has determined that:(1) the debtor's(s') case should be presumed to be an abuse under section 707(b); and (2) the product of the debtor's current monthly income, multiplied by 12, is not less than the requirements specified in section 704(b)(2)(A) or (B). As required by 11 U.S.C. Sec. 704(b)(2) the United States Trustee shall, not later than 30 days after the date of this Statement's filing, either file a motion to dismiss or convert under section 707(b) or file a statement setting forth the reasons the United States Trustee does not consider such a motion to be appropriate.Debtor(s) may rebut the presumption of abuse only if special circumstances can be demonstrated as set forth in 11 U.S.C. Sec. 707(b)(2)(B). (US TRUSTEE).

Dated: 1/17/20

United States Trustee

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 1/21/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	CHAPTER:	7
FAWN [redacted] FENTON	CASE NO.:	19-02693
	JUDGE:	WALKER
Debtor		

AGREED ORDER ON NONDISCHARGEABILITY

THIS MATTER IS BEFORE THE COURT upon the agreement of the Debtor, Fawn [redacted] Fenton (the "Debtor") and Ascend Federal Credit Union ("Ascend"), for entry of an order denying the dischargeability of a claim of Ascend. Based on the agreement of the parties, as evidenced by signatures of their respective counsel below, it is hereby ORDERED as follows:

1. Ascend asserts a claim against the Debtor arising from a $5,000 cash advance which was taken out days before she filed for Chapter 13 relief on April 26, 2019 to which the Debtor through counsel provided for in the Plan to address the non-dischargeability issue. The current amount owed is $4,212.89
2. By agreement of the parties the Debtor is indebted to Ascend in the amount of $2,990.00.
3. The debt owed to Ascend in the amount of $2,990.00 is hereby non-dischargeable.
4. Debtor hereby agrees to repay Ascend's non-dischargeable debt of $2,990.00 with a 4% annual percentage rate by remitting monthly payments of $150.00 beginning no later than 45 days after entry of this Order, to Ascend at the following address:

Ascend Federal Credit Union
PO Box 1210
Tullahoma, TN 37388

5. If the Debtor fails to abide by the agreed upon payment arrangement, Ascend shall have the right to collect their debt using any remedies available under applicable non-bankruptcy law.

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Jodie Thresher
Jodie Thresher
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com

Shearon W Hales

ASCEND FEDERAL CREDIT UNION
Shearon W. Hales, #011184
Attorney for Creditor
PO Box 1210
Tullahoma, TN 37388
(931) 454-1188
bankruptcy@ascendfcu.org

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

Fill in this information to identify your case and this filing:

Debtor 1: Fawn [redacted] Fenton (First Name / Middle Name / Last Name)

Debtor 2 (Spouse, if filing): (First Name / Middle Name / Last Name)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number: 3:19-bk-02693

■ Check if this is an amended filing

Official Form 106A/B
Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. **Do you own or have any legal or equitable interest in any residence, building, land, or similar property?**

■ No. Go to Part 2.
☐ Yes. Where is the property?

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases.*

3. **Cars, vans, trucks, tractors, sport utility vehicles, motorcycles**

☐ No
■ Yes

3.1 Make: Toyota Model: Prius Year: 2017 Approximate mileage: 30,000 Other information: VIN: [redacted]	**Who has an interest in the property?** Check one ■ Debtor 1 only ☐ Debtor 2 only ☐ Debtor 1 and Debtor 2 only ☐ At least one of the debtors and another ☐ **Check if this is community property** (see instructions)	Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property.* **Current value of the entire property?**	**Current value of the portion you own?**
		$14,500.00	**$14,500.00**

4. **Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories**
Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

■ No
☐ Yes

5 **Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>** **$14,500.00**

Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own? Do not deduct secured claims or exemptions.

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Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)* **3:19-bk-02693**

6. **Household goods and furnishings**
Examples: Major appliances, furniture, linens, china, kitchenware
☐ No
■ Yes. Describe.....

Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items	**$1,420.00**

7. **Electronics**
Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games
☐ No
■ Yes. Describe.....

TV, Tablet	**$575.00**

8. **Collectibles of value**
Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles
☐ No
■ Yes. Describe.....

Breyer Horses	**$450.00**

9. **Equipment for sports and hobbies**
Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments
■ No
☐ Yes. Describe.....

10. **Firearms**
Examples: Pistols, rifles, shotguns, ammunition, and related equipment
☐ No
■ Yes. Describe.....

AR15, FN-FAL, Glock 23, Rugger SP101	**$2,750.00**

11. **Clothes**
Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories
☐ No
■ Yes. Describe.....

Clothing/Shoes/Purse	**$500.00**

12. **Jewelry**
Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver
☐ No
■ Yes. Describe.....

Wedding Ring $1200 and Costume jewelry	**$1,200.00**

13. **Non-farm animals**
Examples: Dogs, cats, birds, horses
☐ No
■ Yes. Describe.....

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Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)* **3:19-bk-02693**

Dog, 2 Bunnies, Fish	**$0.00**

14. **Any other personal and household items you did not already list, including any health aids you did not list**
☐ No
■ Yes. Give specific information.....

Items in storage Books, Luggage, Pet Supplies, Christmas Decorations	**$435.00**
2 Aquarium located at [redacted]	**$425.00**

15. **Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here** **$7,755.00**

Part 4: Describe Your Financial Assets

Do you own or have any legal or equitable interest in any of the following? **Current value of the portion you own?** Do not deduct secured claims or exemptions.

16. **Cash**
Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition
☐ No
■ Yes.....

Cash	**$200.00**

17. **Deposits of money**
Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.
☐ No
■ Yes..... Institution name:

17.1.	**Checking**	**First Farmers & Merchants**	**$1,349.36**
17.2.	**Checking**	**Ascend Federal CU**	**$0.00**
17.3.	**Savings**	**First Farmers & Merchants**	**$1,350.65**
17.4.	**Savings**	**Ascend Federal CU**	**$272.60**
17.5.	**Checking**	**MIT FCU**	**$255.00**
17.6.	**Savings**	**MIT FCU**	**$200.55**

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Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)* **3:19-bk-02693**

18. **Bonds, mutual funds, or publicly traded stocks**
Examples: Bond funds, investment accounts with brokerage firms, money market accounts
■ No
☐ Yes..... Institution or issuer name:

19. **Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture**
■ No
☐ Yes. Give specific information about them.....
Name of entity: % of ownership:

20. **Government and corporate bonds and other negotiable and non-negotiable instruments**
Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders.
Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.
■ No
☐ Yes. Give specific information about them
Issuer name:

21. **Retirement or pension accounts**
Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans
■ No
☐ Yes. List each account separately.
Type of account: Institution name:

22. **Security deposits and prepayments**
Your share of all unused deposits you have made so that you may continue service or use from a company
Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others
■ No
☐ Yes. ..... Institution name or individual:

23. **Annuities** (A contract for a periodic payment of money to you, either for life or for a number of years)
■ No
☐ Yes..... Issuer name and description.

24. **Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.**
26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).
■ No
☐ Yes..... Institution name and description. Separately file the records of any interests.11 U.S.C. § 521(c):

25. **Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit**
■ No
☐ Yes. Give specific information about them...

26. **Patents, copyrights, trademarks, trade secrets, and other intellectual property**
Examples: Internet domain names, websites, proceeds from royalties and licensing agreements
■ No
☐ Yes. Give specific information about them...

27. **Licenses, franchises, and other general intangibles**
Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses
■ No
☐ Yes. Give specific information about them...

Money or property owed to you?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

28. **Tax refunds owed to you**
■ No
☐ Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

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Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)* **3:19-bk-02693**

29. **Family support**
Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement
■ No
☐ Yes. Give specific information.....

30. **Other amounts someone owes you**
Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else
■ No
☐ Yes. Give specific information..

31. **Interests in insurance policies**
Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance
■ No
☐ Yes. Name the insurance company of each policy and list its value.

Company name:	Beneficiary:	Surrender or refund value:

32. **Any interest in property that is due you from someone who has died**
If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.
■ No
☐ Yes. Give specific information..

33. **Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment**
Examples: Accidents, employment disputes, insurance claims, or rights to sue
■ No
☐ Yes. Describe each claim.....

34. **Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims**
■ No
☐ Yes. Describe each claim.....

35. **Any financial assets you did not already list**
■ No
☐ Yes. Give specific information..

36. **Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....** **$3,628.16**

Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

37. **Do you own or have any legal or equitable interest in any business-related property?**
☐ No. Go to Part 6.
■ Yes. Go to line 38.

Current value of the portion you own?
Do not deduct secured claims or exemptions.

38. **Accounts receivable or commissions you already earned**
■ No
☐ Yes. Describe.....

39. **Office equipment, furnishings, and supplies**
Examples: Business-related computers, software, modems, printers, copiers, fax machines, rugs, telephones, desks, chairs, electronic devices
■ No
☐ Yes. Describe.....

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Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)* **3:19-bk-02693**

40. **Machinery, fixtures, equipment, supplies you use in business, and tools of your trade**
- ☐ No
- ■ Yes. Describe.....

Cellphone, Laptop **Freelance Architecture - Self employment**	**$550.00**

41. **Inventory**
- ■ No
- ☐ Yes. Describe.....

42. **Interests in partnerships or joint ventures**
- ■ No
- ☐ Yes. Give specific information about them.....

Name of entity: % of ownership:

43. **Customer lists, mailing lists, or other compilations**
- ■ No.
- ☐ **Do your lists include personally identifiable information** (as defined in 11 U.S.C. § 101(41A))?
  - ■ No
  - ☐ Yes. Describe.....

44. **Any business-related property you did not already list**
- ■ No
- ☐ Yes. Give specific information.....

45. **Add the dollar value of all of your entries from Part 5, including any entries for pages you have attached for Part 5. Write that number here.....** **$550.00**

Part 6 Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.

If you own or have an interest in farmland, list it in Part 1.

46. **Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?**
- ■ No. Go to Part 7.
- ☐ Yes. Go to line 47.

Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above

53. **Do you have other property of any kind you did not already list?**
Examples: Season tickets, country club membership
- ■ No
- ☐ Yes. Give specific information.....

54. **Add the dollar value of all of your entries from Part 7. Write that number here .....** **$0.00**

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Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)* **3:19-bk-02693**

Part [redacted] List the Totals of Each Part of this Form

55.	**Part 1: Total real estate, line 2**			**$0.00**
56.	**Part 2: Total vehicles, line 5**	**$14,500.00**		
57.	**Part 3: Total personal and household items, line 15**	**$7,755.00**		
58.	**Part 4: Total financial assets, line 36**	**$3,628.16**		
59.	**Part 5: Total business-related property, line 45**	**$550.00**		
60.	**Part 6: Total farm- and fishing-related property, line 52**	**$0.00**		
61.	**Part 7: Total other property not listed, line 54**	+ **$0.00**		
62.	**Total personal property.** Add lines 56 through 61...	**$26,433.16**	Copy personal property total	**$26,433.16**
63.	**Total of all property on Schedule A/B.** Add line 55 + line 62			**$26,433.16**

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Fill in this information to identify your case:

Debtor 1	Fawn [redacted] Fenton		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)	First Name	Middle Name	Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known) 3:19-bk-02693

■ Check if this is an amended filing

Official Form 106C

Schedule C: The Property You Claim as Exempt

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

Part 1: Identify the Property You Claim as Exempt

1. **Which set of exemptions are you claiming?** *Check one only, even if your spouse is filing with you.*

   ■ You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)

   ☐ You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. **For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.**

Brief description of the property and line on *Schedule A/B* that lists this property	Current value of the portion you own Copy the value from *Schedule A/B*	Amount of the exemption you claim *Check only one box for each exemption.*	Specific laws that allow exemption
2017 Toyota Prius 30,000 miles **VIN: [redacted]** Line from *Schedule A/B*: **3.1**	**$14,500.00**	■ **$316.84** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items Line from *Schedule A/B*: **6.1**	**$1,420.00**	■ **$1,420.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
TV, Tablet Line from *Schedule A/B*: **7.1**	**$575.00**	■ **$575.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Breyer Horses Line from *Schedule A/B*: **8.1**	**$450.00**	■ **$450.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
AR15, FN-FAL, Glock 23, Rugger SP101 Line from *Schedule A/B*: **10.1**	**$2,750.00**	■ **$2,750.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**

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Debtor 1 **Fawn [redacted] Fenton** Case number (if known) **3:19-bk-02693**

Brief description of the property and line on *Schedule A/B* that lists this property	Current value of the portion you own Copy the value from *Schedule A/B*	Amount of the exemption you claim *Check only one box for each exemption.*	Specific laws that allow exemption
Clothing/Shoes/Purse Line from *Schedule A/B*: **11.1**	**$500.00**	■ **100%** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-104**
Items in storage **Books, Luggage, Pet Supplies, Christmas Decorations** Line from *Schedule A/B*: **14.1**	**$435.00**	■ **$435.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
2 Aquarium located at [redacted] Line from *Schedule A/B*: **14.2**	**$425.00**	■ **$425.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Cash Line from *Schedule A/B*: **16.1**	**$200.00**	■ **$200.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Checking: First Farmers & Merchants Line from *Schedule A/B*: **17.1**	**$1,349.36**	■ **$1,349.36** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Savings: First Farmers & Merchants Line from *Schedule A/B*: **17.3**	**$1,350.65**	■ **$1,350.65** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Savings: Ascend Federal CU Line from *Schedule A/B*: **17.4**	**$272.60**	■ **$272.60** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Checking: MIT FCU Line from *Schedule A/B*: **17.5**	**$255.00**	■ **$255.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Savings: MIT FCU Line from *Schedule A/B*: **17.6**	**$200.55**	■ **$200.55** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-103**
Cellphone, Laptop Freelance Architecture - Self employment Line from *Schedule A/B*: **40.1**	**$550.00**	■ **$550.00** ☐ 100% of fair market value, up to any applicable statutory limit	**Tenn. Code Ann. § 26-2-111(4)**

3. **Are you claiming a homestead exemption of more than $170,350?**
(Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.)

■ No

☐ Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?

☐ No

☐ Yes

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	CHAPTER:	7
FAWN [redacted] FENTON	CASE NO.:	19-02693
SSN: XXX-XX-2065	JUDGE:	WALKER
[redacted]		
BRENTWOOD, TN 37027		
DEBTOR		

NOTICE OF AMENDED SCHEDULE A/B AND C

COME THE DEBTOR through counsel, Rothschild and Ausbrooks, and pursuant to Rule 1009, Federal Rules of Bankruptcy Procedure, hereby gives notice of filing amended Schedule A/B and C to correct the debtor's list of assets, value of those assets at the time of the conversion and exemptions.

Respectfully submitted,

/s/ Jodie Thresher
Jodie Thresher
ROTHSCHILD & ASSOCIATES, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com

CERTIFICATE OF SERVICE

I certify that on this 21st day of January, 2020, I served a copy of the foregoing in the following manner:

Email by Electronic Case Noticing to: John C. McLemore; and to the US Trustee
By U.S. Postal Service, postage prepaid to: The Debtors at the above listed address.

/s/ Jodie Thresher
Jodie Thresher
TOTAL USPS MAILINGS 1=$1.00

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3 User: slw0703 Page 1 of 1 Date Rcvd: Jan 21, 2020
Form ID: pdf001 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 23, 2020.
db +Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 23, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 21, 2020 at the address(es) listed below:

JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmoss@rlselaw.com
PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org, bankruptcy@ascendfcu.org
US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 7

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 1/21/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	)		
	)	CHAPTER:	7
FAWN [redacted] FENTON	)	CASE NO.:	19-02693
	)	JUDGE:	WALKER
Debtor	)		
	)		
	)		

AGREED ORDER ON NONDISCHARGEABILITY

THIS MATTER IS BEFORE THE COURT upon the agreement of the Debtor, Fawn [redacted] Fenton (the "Debtor") and Ascend Federal Credit Union ("Ascend"), for entry of an order denying the dischargeability of a claim of Ascend. Based on the agreement of the parties, as evidenced by signatures of their respective counsel below, it is hereby ORDERED as follows:

1. Ascend asserts a claim against the Debtor arising from a $5,000 cash advance which was taken out days before she filed for Chapter 13 relief on April 26, 2019 to which the Debtor through counsel provided for in the Plan to address the non-dischargeability issue. The current amount owed is $4,212.89
2. By agreement of the parties the Debtor is indebted to Ascend in the amount of $2,990.00.
3. The debt owed to Ascend in the amount of $2,990.00 is hereby non-dischargeable.
4. Debtor hereby agrees to repay Ascend's non-dischargeable debt of $2,990.00 with a 4% annual percentage rate by remitting monthly payments of $150.00 beginning no later than 45 days after entry of this Order, to Ascend at the following address:

Ascend Federal Credit Union
PO Box 1210
Tullahoma, TN 37388

5. If the Debtor fails to abide by the agreed upon payment arrangement, Ascend shall have the right to collect their debt using any remedies available under applicable non-bankruptcy law.

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Jodie Thresher
Jodie Thresher
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com

Shearon W Hales

ASCEND FEDERAL CREDIT UNION
Shearon W. Hales, #011184
Attorney for Creditor
PO Box 1210
Tullahoma, TN 37388
(931) 454-1188
bankruptcy@ascendfcu.org

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

Form B2040 (Form 2040I) (12/15)

IN THE UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE

Case No. 3:19-bk-02693

Chapter 7

In re:

Fawn [redacted] Fenton
[redacted]
Brentwood, TN 37027

Social Security No.:
xxx-xx-2065

NOTICE OF NEED TO FILE PROOF OF CLAIM DUE TO RECOVERY OF ASSETS

Notice is given that:

The initial notice in this case instructed creditors that it was not necessary to file a proof of claim. Since that notice was sent, assets have been recovered by the trustee. Creditors who wish to share in any distribution of funds must file a proof of claim with the clerk of the bankruptcy court on or before:

Claims Deadline Date: 5/4/20

Creditors who do not file a proof of claim on or before this date will not share in any distribution from the debtor's estate. Registered Users must file their claim electronically at **HTTPS://ECF.TNMB.USCOURTS.GOV.** Non-registered claim filers may file the claim by regular mail. If filing by regular mail you must include a stamped, self-addressed envelope for return of claim. A Proof of Claim is a signed statement describing a creditor's claim. A Proof of Claim (Official Form B410) can be obtained at the bankruptcy courts web site: **http://www.tnmb.uscourts.gov/forms**, the United States Court Web Site: **http://www.uscourts.gov/FormsAndFees/Forms/BankruptcyForms.aspx** or at any bankruptcy clerk's office.

There is no fee for filing the proof of claim.

If you have already filed a proof of claim, do not file another.

BY THE COURT

Dated: 2/4/20

TERESA C. AZAN
Court Clerk

Address of the Bankruptcy Clerk's Office:
701 Broadway Room 170
Nashville, TN 37203
Telephone number: 615-736-5584

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3 User: jmw0113 Page 1 of 2 Date Rcvd: Feb 04, 2020
Form ID: 2040l Total Noticed: 27

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 06, 2020.

db +Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027-4628
cr +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, CO 80129-2386
cr +Toyota Motor Credit Corporation, c/o Spina & Lavelle PC, One Perimeter Park South, Suite 400N, Birmingham, AL 35243-2327
7055499 AMERICAN INFOSOURCE AS AGENT, ATTN: OFFICER MANAGER OR AGENT, PO BOX 71083, CHARLOTTE NC 28272-1083
7055501 ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BANCORP SOUTH, ATTN: OFFICER MANAGER OR AGENT, PO BOX 4360, TUPELO MS 38803)
6897905 +BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road, Franklin TN 37064-3003
6897907 +Bank of America, NA, Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
6897902 Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12, Nashville, TN 37212-2926
7055508 +SPECIALIZED LOAN SERVICING, LLC, ATTN: OFFICER MANAGER OR AGENT, 8742 LUCENT BLVD., SUITE 300, HIGHLANDS RANCH CO 80129-2386
6999363 +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129-2386
7055509 +TOYOTA MOTOR CREDIT CO., ATTN OFFICER MANAGER OR AGENT, PO BOX 9013, ADDISON TX 75001-9013
6940151 +Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
6897913 +US Attorney General, US Department of Justice, 950 Pennsylvania Avenue, Washington DC 20530-0009
7055512 +VIRGINIA LEE STORY, ATTN: OFFICER MANAGER OR AGENT, 136 FOURTH AVE. SOUTH, FRANKLIN TN 37064-2622
6897914 +[redacted] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C, Nashville TN 37215-2963

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

6897904 E-mail/Text: bankruptcy@ascendfcu.org Feb 05 2020 02:11:07 Ascend Federal Credit Union, Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388
6911748 E-mail/Text: bankruptcy@ascendfcu.org Feb 05 2020 02:11:07 Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388
6897903 +EDI: AMEREXPR.COM Feb 05 2020 06:53:00 American Express, Attn: Officer Manager or Agent, PO Box 981537, El Paso TX 79998-1537
6919358 EDI: BECKLEE.COM Feb 05 2020 06:53:00 American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
6897906 EDI: BANKAMER.COM Feb 05 2020 06:53:00 Bank of America, Attn: Officer Manager or Agent, PO Box 982238, El Paso TX 79998
7055503 EDI: BL-BECKET.COM Feb 05 2020 06:53:00 BECKET & LEE LLP, ATTN: OFFICER MANAGER OR AGENT, PO BOX 3001, MALVERN PA 19355-0701
6941837 EDI: BANKAMER.COM Feb 05 2020 06:53:00 Bank of America, N.A., PO BOX 31785, Tampa FL 33631-3785
6924463 EDI: CAPITALONE.COM Feb 05 2020 06:53:00 Capital One Bank (USA), N.A., by American InfoSource as agent, PO Box 71083, Charlotte, NC 28272-1083
6897908 EDI: CAPITALONE.COM Feb 05 2020 06:53:00 Capital One Bank USA NA, Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
6897909 +EDI: CHASE.COM Feb 05 2020 06:53:00 Chase Card, Attn: Officer Manager or Agent, PO Box 15298, Wilmington DE 19850-5298
6897911 +EDI: IRS.COM Feb 05 2020 06:53:00 IRS Insolvency, 801 Broadway Room 285, MDP 146, Nashville TN 37203-3811
6897912 EDI: TFSR.COM Feb 05 2020 06:53:00 Toyota Motor Credit Co., Attn Officer Manager or Agent, 5005 N River Blvd. NE, Cedar Rapids IA 52411-6634

TOTAL: 12

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

cr* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210 (address filed with court: Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388)
cr* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BANCORPSOUTH BANK, P. O. BOX 4360, TUPELO, MS 38803-4360)
7055500* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210 (address filed with court: ASCEND FEDERAL CREDIT UNION, ATTN: OFFICER MANAGER OR AGENT, PO BOX 1210, TULLAHOMA TN 37388)
6925939* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BancorpSouth Bank, P.O. Box 4360, Tupelo, MS 38803)
7055502* ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238 (address filed with court: BANK OF AMERICA, ATTN: OFFICER MANAGER OR AGENT, PO BOX 982238, EL PASO TX 79998)
7055504* +CHASE CARD, ATTN: OFFICER MANAGER OR AGENT, PO BOX 15298, WILMINGTON DE 19850-5298
6897901* +Fawn [redacted] Fenton, [redacted] Brentwood TN 37027-4628
7055505* IRS INSOLVENCY, ATTN: OFFICER MANAGER OR AGENT, PO BOX 7346, PHILADELPHIA PA 19101-7346
7055506* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811

District/off: 0650-3 User: jmw0113 Page 2 of 2 Date Rcvd: Feb 04, 2020
Form ID: 20401 Total Noticed: 27

***** BYPASSED RECIPIENTS (continued) *****

7055507* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
6897910* IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346
7055510* +US ATTORNEY GENERAL, US DEPARTMENT OF JUSTICE, 950 PENNSYLVANIA AVENUE, WASHINGTON DC 20530-0009
7055511* + [redacted] C/O BROOKSIDE PROPERTIES, INC., 2002 RICHARD JONES ROAD, SUITE 200-C, NASHVILLE TN 37215-2963

TOTALS: 0, * 13, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 06, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 3, 2020 at the address(es) listed below:

JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmoss@rlselaw.com
PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org, bankruptcy@ascendfcu.org
US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 7

Form B2040 (Form 2040I) (12/15)

IN THE UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE

Case No. 3:19-bk-02693

Chapter 7

In re:

Fawn [redacted] Fenton
[redacted]
Brentwood, TN 37027

Social Security No.:
xxx-xx-2065

NOTICE OF NEED TO FILE PROOF OF CLAIM DUE TO RECOVERY OF ASSETS

Notice is given that:

The initial notice in this case instructed creditors that it was not necessary to file a proof of claim. Since that notice was sent, assets have been recovered by the trustee. Creditors who wish to share in any distribution of funds must file a proof of claim with the clerk of the bankruptcy court on or before:

Claims Deadline Date: 5/4/20

Creditors who do not file a proof of claim on or before this date will not share in any distribution from the debtor's estate. Registered Users must file their claim electronically at **HTTPS://ECF.TNMB.USCOURTS.GOV.** Non-registered claim filers may file the claim by regular mail. If filing by regular mail you must include a stamped, self-addressed envelope for return of claim. A Proof of Claim is a signed statement describing a creditor's claim. A Proof of Claim (Official Form B410) can be obtained at the bankruptcy courts web site: **http://www.tnmb.uscourts.gov/forms**, the United States Court Web Site: **http://www.uscourts.gov/FormsAndFees/Forms/BankruptcyForms.aspx** or at any bankruptcy clerk's office.

There is no fee for filing the proof of claim.

If you have already filed a proof of claim, do not file another.

BY THE COURT

Dated: 2/4/20

TERESA C. AZAN
Court Clerk

Address of the Bankruptcy Clerk's Office:
701 Broadway Room 170
Nashville, TN 37203
Telephone number: 615-736-5584

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

IN RE: FAWN [redacted] FENTON xxx-xx-2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker

THE DEADLINE FOR FILING A TIMELY RESPONSE IS: 3/2/2020
IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE: 3/10/2020, 9:00 A.M.,
COURTROOM TWO, 701 BROADWAY, NASHVILLE, TN 37203

NOTICE OF MOTION OF TRUSTEE TO SELL PROPERTY

John C. McLemore, Trustee, has asked the court for the following:

Permission of the Court to sell property for the benefit of the bankruptcy estate in the above-styled matter.

YOUR RIGHTS MAY BE AFFECTED. If you do not want the Court to grant the attached motion, or if you want the Court to consider your views on the motion, then on or before 3/2/2020, you or your attorney must:

1. File with the Court your response or objection explaining your position. **PLEASE NOTE: THE BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE REQUIRES ELECTRONIC FILING. ANY RESPONSE OR OBJECTION YOU WISH TO FILE MUST BE SUBMITTED ELECTRONICALLY. TO FILE ELECTRONICALLY, YOU OR YOUR ATTORNEY MUST GO TO THE COURT WEBSITE AND FOLLOW THE INSTRUCTIONS AT: https://ecf.tnmb.uscourts.gov.**

   If you need assistance with Electronic Filing, you may call the Bankruptcy Court at (615) 736-5584. You may also visit the Bankruptcy Court in person at: U.S. Bankruptcy Court, 701 Broadway, 1st Floor, Nashville, Tennessee (Monday – Friday, 8:00 a.m. – 4:00 p.m.).

2. **Your response must state that the deadline for filing responses is 3/2/2020, the date of the scheduled hearing is 3/10/2020 and the motion to which you are responding is *Motion of Trustee to Sell Property*.**

3. You must serve your response or objection by electronic service through the Electronic Filing system described above. You must also mail a copy of your response or objection to:

John C. McLemore, Trustee 2000 Richard Jones Rd. Ste. 250 Nashville, TN 37215	United States Trustee 701 Broadway, Customs House Suite 318 Nashville, TN 37203

If a timely response is filed before the deadline stated above, the hearing will be held at the time and place indicated above. ***THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.*** You may check whether a timely response has been filed by calling the Clerk's office at (615) 736-5584 or viewing the case on the Court's website at www.tnmb.uscourts.gov .

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the motion and may enter an order granting that relief.

This 10th day of February, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

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

IN RE: FAWN [redacted] FENTON xxx-xx-2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker

MOTION OF THE TRUSTEE TO SELL PROPERTY

The Trustee, John C. McLemore, moves the Court for the entry of an order authorizing him to proceed with the private sale of the following property of the estate:

Proposed Buyer: The Debtor, Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027

Property Description: Equity in a 2017 Toyota Prius, VIN [redacted]

Sale Price: $4,400.00

This sale is in the best interest of the estate because it is being accomplished without the expense of an auctioneer. Bobby Colson of Bill Colson Auction & Realty Co. valued the property for the Trustee. It is estimated the property would bring $17,500.00 at auction. The cost of selling at auction would be 10% or $1,750.00. Toyota Motor Credit Corp. has filed a proof of claim for $10,995.00. The Debtor has a claimed a $316.84 exemption making the balance remaining in the bankruptcy estate $4,438.16.

The Debtor is borrowing the money necessary for the sale from her mother, Diane Winters. A check in the amount of $4,400.00 has been received by the Trustee.

A minimum upset bid of $500.00 will be accepted. The bid may be entered by notifying the Trustee in writing or by email. An upset bid may also be entered by filing an objection to sale with the Court which states the objecting party is increasing the bid by at least $500.00.

Unless an objection and application for hearing is filed with the United States Bankruptcy Clerk, First Floor Customs House, 701 Broadway, Nashville, Tennessee 37203; and a copy served on the United States Trustee's Office, 318 Customs House, 701 Broadway, Nashville, Tennessee 37203; and upon the Trustee in accordance with the Notice of Motion of the Trustee to Sell Property, the Trustee will proceed with the sale of the herein described property.

PROPERTY IS TO BE SOLD AS IS, WHERE IS, AND FREE AND CLEAR OF ANY LIENS. ANY VALID AND PROPER LIEN WILL ATTACH TO THE PROCEEDS OF THE SALE. TRUSTEE WILL CONVEY BY VALID BANKRUPTCY TRUSTEE'S DEED, OR APPROPRIATE INSTRUMENT, THE RIGHT, TITLE AND INTEREST THAT TRUSTEE HAS THE RIGHT TO CONVEY. TRUSTEE WILL PAY EXEMPTIONS AND LIENHOLDERS AS FOLLOWS:

1st Lienholder: No liens will be paid by the Bankruptcy Estate.

Debtor(s) Statutory Exemption: Exemptions were taken into consideration when the Trustee calculated the equity in the vehicle.

This sale does not include Personal Identifiable Information (PII).

It is anticipated that there is sufficient equity in the property to pay all 506(c) expenses and that this sale will result in a distribution being made to unsecured creditors.

This sale is an "arm's length" transaction. The Trustee, his employees and Bankruptcy court officials are prohibited from bidding.

WHEREFORE, the Trustee prays that the Court enter an Order authorizing him to proceed with the sale of this property pursuant to the provisions of 11 U.S.C. § 363 free and clear of all liens with the liens that may exist attaching to the proceeds of the sale.

The Trustee further prays that the 14 day stay of the sale of this property following the entry of this order as provided for in FRBP 6004(h) be waived.

Dated this 10th day of February, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

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

IN RE: FAWN [redacted] FENTON xxx-xx-2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker

ORDER TO SELL PROPERTY

Upon consideration of the motion of John C. McLemore, Trustee, for authority sell the following property:

Equity in a 2017 Toyota Prius, VIN [redacted] for $4,400.00
The Buyer is the Debtor, Fawn [redacted] Fenton.

The Motion and Proposed Order were served on the Debtor(s), Debtor's counsel, all creditors and all parties requesting notice. Each was given twenty-one (21) days to object. No objections have been filed with the Court;

And it appearing to the Court that the sale of property will be beneficial to the bankruptcy estate;

It is hereby

ORDERED that John C. McLemore, Trustee, is authorized to sell this property pursuant to the provisions of 11 U.S.C. § 363 free and clear of all liens with the liens that may exist attaching to the proceeds of the sale.

It is further **ORDERED** that the 14 day stay of the sale of this property following the entry of this order set out in FRBP 6004(h) is hereby **WAIVED**.

It is further **ORDERED** the Trustee will file a report of sale as required by FRBP 6004(f).

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

Proposed

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

IN RE: FAWN [redacted] FENTON xxx-xx-2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker

CERTIFICATE OF SERVICE

I hereby certify that on the date noted below, a true and correct copy of the foregoing listed below was mailed either electronically or by U.S. mail, postage prepaid, to the U.S. Trustee, 701 Broadway, Customs House Suite 318, Nashville, TN 37203; Debtor, Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027; Debtor's attorney, Mary Elizabeth Ausbrooks, Rothschild & Ausbrooks, 1222 16th Ave. S., Ste. 12, Nashville, TN 37212-2926; all creditors, and all parties requesting notice, as reflected on the mailing matrix attached to the original of this pleading on file with the Clerk of this Court.

This 10th day of February, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

Attachments:

(1) Notice of Motion of Trustee to Sell Property

(2) Motion of the Trustee to Sell Property

(3) Proposed Order to Sell Property

American Express
Attn: Officer Manager or Agent
PO Box 981537
El Paso TX 79998-1537

American Express National Bank
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

AMERICAN INFOSOURCE AS AGENT
ATTN: OFFICER MANAGER OR AGENT
PO BOX 71083
CHARLOTTE NC 28272-1083

ASCEND FEDERAL CREDIT UNION
P O BOX 1210
TULLAHOMA TN 37388-1210

BanCorp South
Attn: Officer Manager or Agent
914 Murfreesboro Road
Franklin TN 37064-3003

BANCORPSOUTH
BANKRUPTCY DEPARTMENT
P O BOX 4360
TUPELO MS 38803-4360

BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

Bank of America, N.A.
PO BOX 31785
Tampa FL 33631-3785

Bank of America, NA
Attn: Officer Manager or Agent
4909 Savarese Circle
Tampa FL 33634-2413

BECKET & LEE LLP
ATTN: OFFICER MANAGER/AGENT
PO BOX 3001
MALVERN PA 19355-0701

Capital One Bank (USA), N.A.
by American InfoSource as agent
PO Box 71083
Charlotte, NC 28272-1083

Capital One Bank USA NA
Attn: Officer Manager or Agent
PO Box 30281
Salt Lake City UT 84130-0281

CHASE CARD
ATTN: OFFICER MANAGER/AGENT
PO BOX 15298
WILMINGTON DE 19850-5298

Fawn [redacted] Fenton
[redacted]
Brentwood TN 37027-4628

IRS INSOLVENCY
ATTN: OFFICER MANAGER OR AGENT
PO BOX 7346
PHILADELPHIA PA 19101-7346

IRS INSOLVENCY
801 BROADWAY ROOM 285
MDP 146
NASHVILLE TN 37203-3811

MARY ELIZABETH AUSBROOKS
ROTHSCHILD & AUSBROOKS
1222 16TH AVE SO STE 12
NASHVILLE, TN 37212-2926

Specialized Loan Servicing LLC
8742 Lucent Blvd, Suite 300
Highlands Ranch, CO 80129-2386

TOYOTA MOTOR CREDIT CO.
ATTN OFFICER MANAGER OR AGENT
PO BOX 9013
ADDISON TX 75001-9013

TOYOTA MOTOR CREDIT CORPORATION
PO BOX 8026
CEDAR RAPIDS IA 52408-8026

Toyota Motor Credit Corporation
c/o Spina & Lavelle PC
One Perimeter Park South
Suite 400N
Birmingham, AL 35243-2327

US ATTORNEY GENERAL
US DEPARTMENT OF JUSTICE
950 PENNSYLVANIA AVENUE
WASHINGTON DC 20530-0009

[redacted]
C/O BROOKSIDE PROPERTIES, INC.
2002 RICHARD JONES ROAD,
SUITE 200-C
NASHVILLE TN 37215-2963

VIRGINIA LEE STORY
136 FOURTH AVE. SOUTH
FRANKLIN TN 37064-2622

FOR THE MIDDLE DISTRICT OF TENNESSEE
IN THE UNITED STATES BANKRUPTCY COURT

IN RE:

FAWN [redacted] FENTON	)	CHAPTER: 7
SSN: XXX-XX-2065	)	CASE NO.: 19-02693
[redacted]	)	JUDGE: WALKER
BRENTWOOD, TN 37027	)	
	)	
Debtor	)	

MOTION TO DEFER ENTRY OF DISCHARGE

Comes the debtor, through counsel, Rothschild & Ausbrooks, PLLC, and brings this motion pursuant to Fed. R. Bankr. P. 4004(c)(2) and 4008(a) to defer the entry of an order granting a discharge until March 27, 2020.

As grounds, the Debtor is in need of additional time, to enter into a reaffirmation agreement with Toyota Motor Corporation.

Respectfully submitted,

/s/ Jodie Thresher
JODIE THRESHER
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor
1222 16th Avenue South, Suite 12
Nashville, TN 37212
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
jodie@rothschildbklaw.com

CERTIFICATE OF SERVICE

I certify that on this 26th day of February, 2020, I mailed via USPS 1st Class Mail or e-mailed a copy of the foregoing to the Chapter 7 Trustee, John C. McLemore; to the Office of the U.S. Trustee, Customs House, 701 Broadway, Nashville, TN 37203; to the debtor at the above referenced address.

/s/ Jodie Thresher
JODIE THRESHER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

FAWN [redacted] FENTON SSN: XXX-XX-2065 [redacted] BRENTWOOD, TN 37027 Debtor	)	CHAPTER: 7 CASE NO.: 19-02693 JUDGE: WALKER

ORDER GRANTING DEBTOR'S MOTION TO DEFER ENTRY OF DISCHARGE

This matter came before the Court upon the Debtor's Motion to Defer Entry of Discharge to allow time for entering into a reaffirmation agreement with Toyota Motor Corporation. Good cause having been shown, it is hereby ORDERED that the entry of discharge order in the above styled case shall be deferred to March 27, 2020.

IT IS SO ORDERED

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Jodie Thresher
JODIE THRESHER
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
jodie@rothschildbklaw.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

In the Matter of:	)	
	)	Case No. 19-02693-CMW
Fawn [redacted] Fenton	)	
Debtor(s).	)	Chapter 7
	)	
Toyota Motor Credit Corp	)	
Creditor.	)	
	)	
VS	)	
	)	
Fawn [redacted] Fenton	)	
Respondents	)	
	)	

NOTICE OF WITHDRAWAL OF MOTION FOR RELIEF FROM AUTOMATIC STAY OF SECTION 362 (a)

COMES NOW Paul J. Spina, III, Attorney for Toyota Motor Credit Corp. (hereinafter "TMCC and requests this Honorable Court to withdraw the Motion for Relief from Automatic Stay filed in this case on or about the 17th day of January, 2020. The debtor is current with payments to TMCC.

WHEREFORE, PREMISES CONSIDERED, Toyota Motor Credit Corp. requests this Honorable Court to withdraw the Motion for Relief from Automatic Stay.

/s/ Paul J. Spina, III
Paul J. Spina, III,
Attorney for Creditor
One Perimeter Park South, Suite 400N
Birmingham, AL 35203
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

OF COUNSEL:
SPINA & LAVELLE, P.C.
One Perimeter Park South, Suite 400N
Birmingham, Alabama 35243
(205) 298-1800

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above and foregoing Withdrawal upon the following, or via ECF e-mail on this the 27th day of **February, 2020**.

/s/ Paul J. Spina, III
Paul J. Spina, III,
Attorney for Creditor
One Perimeter Park South, Suite 400N
Birmingham, AL 35203
Phone: (205) 298-1800
Fax: (205) 298-1801
E-mail: pspina@spinalavelle.com

Mary Elizabeth Ausbrooks
Attorney at law
813 2nd Avenue South
Nashville, TN 37210
615-242-3996
marybeth@rothschildbklaw.com

John C. McLemore
Chapter 7 Trustee
P O Box 15824
Nashville, TN 37215
615-383-9495
gmyecfkr@gmylaw.com

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 2/28/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

FAWN [redacted] FENTON SSN: XXX-XX-2065 [redacted] BRENTWOOD, TN 37027 Debtor	)	CHAPTER: 7 CASE NO.: 19-02693 JUDGE: WALKER

ORDER GRANTING DEBTOR'S MOTION TO DEFER ENTRY OF DISCHARGE

This matter came before the Court upon the Debtor's Motion to Defer Entry of Discharge to allow time for entering into a reaffirmation agreement with Toyota Motor Corporation. Good cause having been shown, it is hereby ORDERED that the entry of discharge order in the above styled case shall be deferred to March 27, 2020.

IT IS SO ORDERED

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Jodie Thresher
JODIE THRESHER
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
jodie@rothschildbklaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3 User: slw0703 Page 1 of 1 Date Rcvd: Feb 28, 2020
Form ID: pdf001 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 01, 2020.
db +Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 01, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 28, 2020 at the address(es) listed below:

JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
JOHN C. MCLEMORE on behalf of Trustee JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmoss@rlselaw.com
PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org, bankruptcy@ascendfcu.org
US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 8

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 2/28/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

FAWN [redacted] FENTON SSN: XXX-XX-2065 [redacted] BRENTWOOD, TN 37027 Debtor	)	CHAPTER: 7 CASE NO.: 19-02693 JUDGE: WALKER

ORDER GRANTING DEBTOR'S MOTION TO DEFER ENTRY OF DISCHARGE

This matter came before the Court upon the Debtor's Motion to Defer Entry of Discharge to allow time for entering into a reaffirmation agreement with Toyota Motor Corporation. Good cause having been shown, it is hereby ORDERED that the entry of discharge order in the above styled case shall be deferred to March 27, 2020.

IT IS SO ORDERED

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Jodie Thresher
JODIE THRESHER
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
jodie@rothschildbklaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

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

IN RE: FAWN [redacted] FENTON xxx-xx-2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker

ORDER TO SELL PROPERTY

Upon consideration of the motion of John C. McLemore, Trustee, for authority sell the following property:

Equity in a 2017 Toyota Prius, VIN [redacted] for $4,400.00
The Buyer is the Debtor, Fawn [redacted] Fenton.

The Motion and Proposed Order were served on the Debtor(s), Debtor's counsel, all creditors and all parties requesting notice. Each was given twenty-one (21) days to object. No objections have been filed with the Court;

And it appearing to the Court that the sale of property will be beneficial to the bankruptcy estate;

It is hereby

ORDERED that John C. McLemore, Trustee, is authorized to sell this property pursuant to the provisions of 11 U.S.C. § 363 free and clear of all liens with the liens that may exist attaching to the proceeds of the sale.

It is further **ORDERED** that the 14 day stay of the sale of this property following the entry of this order set out in FRBP 6004(h) is hereby **WAIVED**.

It is further **ORDERED** the Trustee will file a report of sale as required by FRBP 6004(f).

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 3/3/2020

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

IN RE: FAWN [redacted] FENTON xxx-xx-2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker

ORDER TO SELL PROPERTY

Upon consideration of the motion of John C. McLemore, Trustee, for authority sell the following property:

Equity in a 2017 Toyota Prius, VIN [redacted] for $4,400.00
The Buyer is the Debtor, Fawn [redacted] Fenton.

The Motion and Proposed Order were served on the Debtor(s), Debtor's counsel, all creditors and all parties requesting notice. Each was given twenty-one (21) days to object. No objections have been filed with the Court;

And it appearing to the Court that the sale of property will be beneficial to the bankruptcy estate;

It is hereby

ORDERED that John C. McLemore, Trustee, is authorized to sell this property pursuant to the provisions of 11 U.S.C. § 363 free and clear of all liens with the liens that may exist attaching to the proceeds of the sale.

It is further **ORDERED** that the 14 day stay of the sale of this property following the entry of this order set out in FRBP 6004(h) is hereby **WAIVED**.

It is further **ORDERED** the Trustee will file a report of sale as required by FRBP 6004(f).

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3 User: slw0703 Page 1 of 1 Date Rcvd: Mar 03, 2020
Form ID: pdf001 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 05, 2020.
db +Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 05, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 3, 2020 at the address(es) listed below:

JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
JOHN C. MCLEMORE on behalf of Trustee JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmoss@rlselaw.com
PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org, bankruptcy@ascendfcu.org
US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 8

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 3/3/2020

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

IN RE: FAWN [redacted] FENTON xxx-xx-2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker

ORDER TO SELL PROPERTY

Upon consideration of the motion of John C. McLemore, Trustee, for authority sell the following property:

Equity in a 2017 Toyota Prius, VIN [redacted] for $4,400.00
The Buyer is the Debtor, Fawn [redacted] Fenton.

The Motion and Proposed Order were served on the Debtor(s), Debtor's counsel, all creditors and all parties requesting notice. Each was given twenty-one (21) days to object. No objections have been filed with the Court;

And it appearing to the Court that the sale of property will be beneficial to the bankruptcy estate;

It is hereby

ORDERED that John C. McLemore, Trustee, is authorized to sell this property pursuant to the provisions of 11 U.S.C. § 363 free and clear of all liens with the liens that may exist attaching to the proceeds of the sale.

It is further **ORDERED** that the 14 day stay of the sale of this property following the entry of this order set out in FRBP 6004(h) is hereby **WAIVED**.

It is further **ORDERED** the Trustee will file a report of sale as required by FRBP 6004(f).

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

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

IN RE: FAWN [redacted] FENTON xxx.xx.2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE CHARLES M. WALKER

TRUSTEE'S STATEMENT OF SALE

Comes now the Trustee, John C. McLemore, and makes the following statement of the sale of certain personal property of the above estate by a private sale on March 18, 2020. Notice of this sale was provided to all creditors and parties in interest by the Notice of Motion of Trustee to Sell Property and Motion of the Trustee to Sell Property mailed on February 10, 2020 (Dkt. No. 99), and by Order to Sell Property signed and entered on March 3, 2020 (Dkt. No. 107). By signature below, the Trustee hereby certifies that no objections were properly made. The sale was advertised as follows: N/A.

No property was abandoned subsequent to the sale, withdrawn from the sale, missing at the time of the sale, or sold for below its appraised value or reasonable value, except as follows: N/A.

Attached to this statement are documents reflecting the number of bidders, items sold, name of purchaser and amount paid for each item or lot (or for the property as a whole if sold in bulk). Also attached are copies of vouchers or receipts for all claimed expenses. The gross proceeds totaled $4,400.

The following parties have claimed a security interest in the proceeds of the sale:

1st Lienholder: No liens will be paid by the Bankruptcy Estate.

The calculation of compensation allowable under the order of appointment and pursuant to Local Rule 6005-1 is as follows:

Auctioneer's Commission:	$N/A
10% Commission for Sale of Real Property & Vehicles	
TOTAL	**$N/A**

Other deductions are as follows (detail each): N/A

Dated: March 19, 2020

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

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

IN RE: FAWN [redacted] FENTON xxx-xx-2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker

TRUSTEE'S BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that John C. McLemore, as Trustee in Bankruptcy of this estate, party of the first part, for and in consideration of the sum of $4,400.00 to him in hand paid by:

Fawn [redacted] Fenton
[redacted]
Brentwood, TN 37027

party of the second part, receipt whereof is hereby acknowledged, and notice of this sale having been given and no objection having been made, the party of the first part has bargained and sold and by these presents does hereby grant and convey to the party of the second part, its successors and assigns, all of his right, title and interest in and to the following described property:

Personal Property Description

Equity in a 2017 Toyota Prius, VIN [redacted]

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns forever. This sale and conveyance is made without any representations or warranties of any kind.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand on this date: March 18, 2020.

John C. McLemore, Trustee
As and only as Trustee in
Bankruptcy and not individually.
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On the 18th day of March, 2020, before me personally appeared **John C. McLemore** to me known and known to me to be the person described in the foregoing instrument, and he duly acknowledged to me that he executed the same as Trustee in Bankruptcy and not individually.

Kristy L. Rion
Notary Public

KRISTY L. RION
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 1-4-2021

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 3/3/2020

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

IN RE: FAWN [redacted] FENTON xxx-xx-2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker

ORDER TO SELL PROPERTY

Upon consideration of the motion of John C. McLemore, Trustee, for authority sell the following property:

Equity in a 2017 Toyota Prius, VIN [redacted] for $4,400.00
The Buyer is the Debtor, Fawn [redacted] Fenton.

The Motion and Proposed Order were served on the Debtor(s), Debtor's counsel, all creditors and all parties requesting notice. Each was given twenty-one (21) days to object. No objections have been filed with the Court;

And it appearing to the Court that the sale of property will be beneficial to the bankruptcy estate;

It is hereby

ORDERED that John C. McLemore, Trustee, is authorized to sell this property pursuant to the provisions of 11 U.S.C. § 363 free and clear of all liens with the liens that may exist attaching to the proceeds of the sale.

It is further **ORDERED** that the 14 day stay of the sale of this property following the entry of this order set out in FRBP 6004(h) is hereby **WAIVED**.

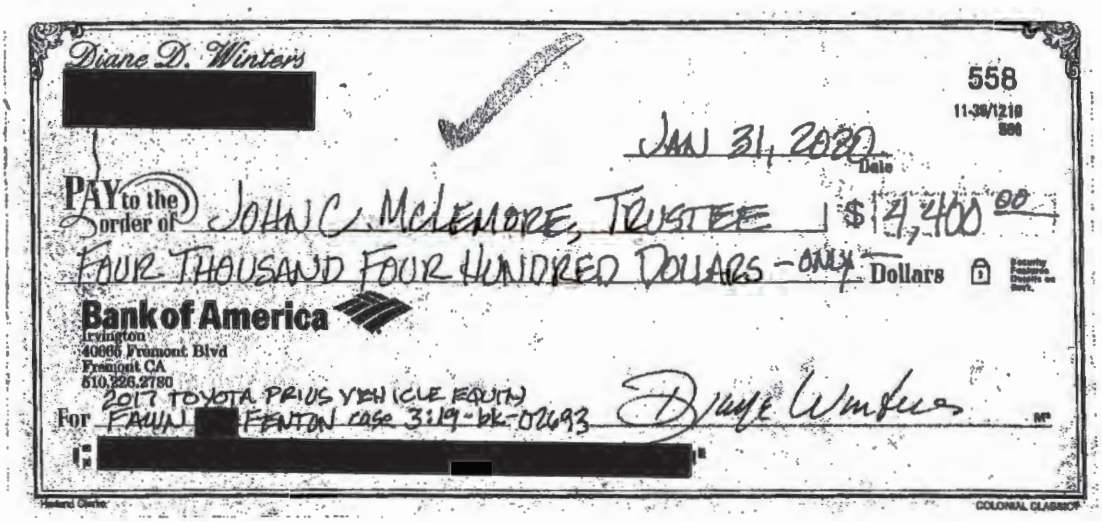
It is further **ORDERED** the Trustee will file a report of sale as required by FRBP 6004(f).

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court


Diane D. Winters
[redacted]
558
11-39/1210
JAN 31, 2020
Date
PAY to the order of JOHN C. McLEMORE, TRUSTEE
$ 4,400 00
FOUR THOUSAND FOUR HUNDRED DOLLARS - ONLY Dollars
Bank of America
Irvington
40086 Fremont Blvd
Fremont CA
510.226.2780
2017 TOYOTA PRIUS VEHICLE EQUITY
For FAUN [redacted] FENTON case 3:19-bk-02693
Diane Winters
[redacted]
Federal Check
COLONIAL CLASSIC

FOR THE MIDDLE DISTRICT OF TENNESSEE
IN THE UNITED STATES BANKRUPTCY COURT

IN RE:

FAWN [redacted] FENTON	)	CHAPTER: 7
SSN: XXX-XX-2065	)	CASE NO.: 19-02693
[redacted]	)	JUDGE: WALKER
BRENTWOOD, TN 37027	)	
	)	
Debtor	)	

MOTION TO DEFER ENTRY OF DISCHARGE

Comes the debtor, through counsel, Rothschild & Ausbrooks, PLLC, and brings this motion pursuant to Fed. R. Bankr. P. 4004(c)(2) and 4008(a) to defer the entry of an order granting a discharge until April 27, 2020.

As grounds, the Debtor is in need of additional time, to enter into a reaffirmation agreement with Toyota Motor Corporation.

Respectfully submitted,

/s/ Jodie Thresher
JODIE THRESHER
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor
1222 16th Avenue South, Suite 12
Nashville, TN 37212
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
jodie@rothschildbklaw.com

CERTIFICATE OF SERVICE

I certify that on this 26th day of March, 2020, I mailed via USPS 1st Class Mail or e-mailed a copy of the foregoing to the Chapter 7 Trustee, John C. McLemore; to the Office of the U.S. Trustee, Customs House, 701 Broadway, Nashville, TN 37203; to the debtor at the above referenced address.

/s/ Jodie Thresher
JODIE THRESHER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

FAWN [redacted] FENTON	)	CHAPTER: 7
SSN: XXX-XX-2065	)	CASE NO.: 19-02693
[redacted]	)	JUDGE: WALKER
BRENTWOOD, TN 37027	)	
	)	
Debtor	)	

ORDER GRANTING DEBTOR'S MOTION TO DEFER ENTRY OF DISCHARGE

This matter came before the Court upon the Debtor's Motion to Defer Entry of Discharge to allow time for entering into a reaffirmation agreement with Toyota Motor Corporation. Good cause having been shown, it is hereby ORDERED that the entry of discharge order in the above styled case shall be deferred to April 27, 2020.

IT IS SO ORDERED

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Jodie Thresher
JODIE THRESHER
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
jodie@rothschildbklaw.com

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 3/27/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

FAWN [redacted] FENTON	)	CHAPTER: 7
SSN: XXX-XX-2065	)	CASE NO.: 19-02693
[redacted]	)	JUDGE: WALKER
BRENTWOOD, TN 37027	)	
	)	
Debtor	)	

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/s/ Jodie Thresher
JODIE THRESHER
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
jodie@rothschildbklaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3 User: slw0703 Page 1 of 1 Date Rcvd: Mar 27, 2020
Form ID: pdf001 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 29, 2020.
db +Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 29, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 27, 2020 at the address(es) listed below:

JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
JOHN C. MCLEMORE on behalf of Trustee JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com;rmoss@rlselaw.com
PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org, bankruptcy@ascendfcu.org
US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 8

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 3/27/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

FAWN [redacted] FENTON SSN: XXX-XX-2065 [redacted] BRENTWOOD, TN 37027 Debtor	))))))	CHAPTER: 7 CASE NO.: 19-02693 JUDGE: WALKER

ORDER GRANTING DEBTOR'S MOTION TO DEFER ENTRY OF DISCHARGE

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IT IS SO ORDERED

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Jodie Thresher
JODIE THRESHER
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
jodie@rothschildbklaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

Fill in this information to identify the case:

Debtor 1 Fawn [redacted] Fenton
[redacted]

Debtor 2
(Spouse, if filing)

United States Bankruptcy Court for the: Middle District of Tennessee
(State)

Case number 3:19-bk-02693

Official Form 427

Cover Sheet for Reaffirmation Agreement

12/15

Anyone who is party to a reaffirmation agreement may fill out and file this form. Fill it out completely, attach it to the reaffirmation agreement, and file the documents within the time set under Bankruptcy Rule 4008.

Part 1: Explain the Repayment Terms of the Reaffirmation Agreement

1. **Who is the creditor?** Toyota Motor Credit Corporation
Name of the creditor

2. **How much is the debt?**
On the date that the bankruptcy case is filed $ 9,268.00
To be paid under the reaffirmation agreement $ 9,268.00
$300.00 per month for 31 months (if fixed interest rate)

3. **What is the Annual Percentage Rate (APR) of interest? (See Bankruptcy Code § 524(k)(3)(E).)**
Before the bankruptcy case was filed 0.0000%
Under the reaffirmation agreement 0.0000%
☒ Fixed rate
☐ Adjustable rate

4. **Does collateral secure the debt?**
☐ No
☒ Yes. Describe the collateral. 2017 TOYOTA PRIUS, VIN: [redacted]
Current market value $ 20,500.00

5. **Does the creditor assert that the debt is nondischargeable?**
☒ No
☐ Yes. Attach an explanation of the nature of the debt and the basis for contending that the debt is nondischargeable.

6. **Using information from *Schedule I: Your Income* (Official Form 106I) and *Schedule J: Your Expenses* (Official Form 106J), fill in the amounts.**

	Income and expenses reported on Schedule I and J		Income and expenses stated on the reaffirmation agreement	
6a.	Combined monthly income from line 12 of Schedule I	$ 1,291.67	6e. Monthly income from all sources after payroll deductions	$ 1,291.67
6b.	Monthly expenses from line 22c of Schedule J	- $ 3,055.00	6f. Monthly expenses	- $ 3055.00
6c.	Monthly payments on all reaffirmed debts not listed on Schedule J	- $ 0	6g. Monthly payments on all reaffirmed debts not included in monthly expenses	- $ 0
6d.	Scheduled net monthly income Subtract lines 6b and 6c from 6a. If the total is less than 0, put the number in brackets.	$ (1,763.33)	6h. Present net monthly income Subtract lines 6f and 6g from 6e. If the total is less than 0, put the number in brackets.	$ (1763.33)

Debtor 1 Fawn [redacted] Fenton (First Name / Middle Name / Last Name) Case number (if known) 3:19-bk-02693

7. Are the income amounts on lines 6a and 6e different?	☒ No ☐ Yes.	Explain why they are different and complete line 10.
8. Are the expense amounts on lines 6b and 6f different?	☒ No ☐ Yes.	Explain why they are different and complete line 10.
9. Is the net monthly income in line 6h less than 0?	☐ No ☒ Yes.	A presumption of hardship arises (unless the creditor is a credit union). Explain how the debtor will make monthly payments on the reaffirmed debt and pay other living expenses. Complete line 10. Family providing financial assistance temporarily; Debtor's job income is gradually increasing, and will seek additional work and income until independently financially stable soon.
10. Debtor's certification about lines 7-9 If any answer on lines 7-9 is Yes, the debtor must sign here. If all the answers on lines 7-9 are No, go to line 11.		I certify that each explanation on lines 7-9 is true and correct. ✘ [signature] Signature of Debtor 1 ✘ Signature of Debtor 2 (Spouse Only in a Joint Case)
11. Did an attorney represent the debtor in negotiating the reaffirmation agreement?	☐ No ☒ Yes.	Has the attorney executed a declaration or an affidavit to support the reaffirmation agreement? ☐ No ☒ Yes

Explain Part

Part 2: Sign Here

Whoever fills out this form must sign here.

I certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this *Cover Sheet for Reaffirmation Agreement.*

✘ /s/ John Rafferty
Signature

Date 4/13/20
MM / DD / YYYY

Printed Name
Craig A. Edelman
Jason Cahill
John Rafferty
Mukta Suri
Natalie Lee
14841 Dallas Parkway, Suite 425
Dallas, Texas 75254
(972) 643-6600
(972) 643-6698
E-mail: consumer7@nbsdefaultservices.com

Check one:
☐ Debtor or Debtor's Attorney
☐ Creditor or Creditor's Attorney
☒ Creditor's Authorized Agent

B2400A (12/15)

Check One.
☒ **Presumption of Undue Hardship**
☐ **No Presumption of Undue Hardship**
See Debtor's Statement in Support of Reaffirmation, Part II below, to determine which box to check.

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE

In Re: Fawn [redacted] Fenton Debtor	§ § § §	Case No. 3:19-bk-02693 Chapter 7

REAFFIRMATION DOCUMENTS

Name of Creditor: Toyota Motor Credit Corporation

☐ Check this box if Creditor is a Credit Union

PART I. REAFFIRMATION AGREEMENT

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this form.

A. Brief description of the original agreement being reaffirmed: Motor Vehicle Lien

B. ***AMOUNT REAFFIRMED***: $9,268.00
The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before February 21, 2020, which is the date of the Disclosure Statement portion of this form (Part V).

See the definition of "Amount Reaffirmed" in Part V, Section C below.

C. The ***ANNUAL PERCENTAGE RATE*** applicable to the Amount Reaffirmed is 0.0000%.

See definition of "Annual Percentage Rate" in Part V, Section C below.

This is a *(check one)* ☒ Fixed Rate ☐ Variable Rate

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

C. If your answer to EITHER question A. or B. above is "No" complete 1. and 2. below.

1. Your present monthly income and expenses are:

a.	Monthly income from all sources after payroll deductions (take-home pay plus any other income)	$1,291.67
b.	Monthly expenses (including all reaffirmed debts except this one)	$2755.00
c.	Amount available to pay this reaffirmed debt (subtract b. from a.)	$(-1463.33)
d.	Amount of monthly payment required for this reaffirmed debt	$300.00

If the monthly payment on this reaffirmed debt (line d.) is greater than the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."

2. You believe that this reaffirmation agreement will not impose an undue hardship on you or your dependents because:

Check one of the two statements below, if applicable:

☐ You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.

☑ You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because:
Family will provide temporary financial assistance, and my income from job/work is gradually increasing. Will continue to acquire additional work opportunities and income until financially stable/independent soon.

Use an additional page if needed for a full explanation.

D. If your answers to BOTH questions A. and B. above were "Yes," check the following statement, if applicable:

☐ You believe this Reaffirmation Agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.

Also, check the box at the top of page one that says "No Presumption of Undue Hardship."

B2400A (12/15) Page 4

PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

I (We) hereby certify that:

(1). I (We) agree to reaffirm the debt described above.

(2). Before signing this Reaffirmation Agreement, I (we) read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;

(3). The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;

(4). I am (We are) entering into this agreement voluntarily and am (are) fully informed of my (our) rights and responsibilities; and

(5). I (We) have received a copy of this completed and signed Reaffirmation Documents form.

PLEASE SI & D

SIGNATURE(S) (If this is a joint Reaffirmation Agreement, both debtors must sign):

Date 3/11/2020 Signature Fawn [redacted] Fenton

Date _____ Signature _____

Reaffirmation Agreement Terms Accepted by Creditor:

Creditor	Toyota Motor Credit Corporation *Print Name*	14841 Dallas Parkway, Suite 425, Dallas, Texas 75254 *Address*
Print Name of Representative Craig A. Edelman Jason Cottrill John Rafferty Mukta Suri Natalie Lea		/s/ John Rafferty *Signature* 4/13/20 *Date*

PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

To be filed only if the attorney represented the debtor during the course of negotiating this agreement.

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

☐ A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is(are) able to make the required payment.

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Date 2.24.20 Signature of Debtor's Attorney Mary Elizabeth Ausbrooks by [illegible]

Print Name of Debtor's Attorney Mary Elizabeth Ausbrooks

PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)

Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I above) and these additional important disclosures and instructions.

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, detailed in Part B below, are not completed, the reaffirmation agreement is not effective, even though you have signed it.

A. DISCLOSURE STATEMENT

1. **What are your obligations if you reaffirm a debt?** A reaffirmed debt remains your personal legal obligation. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the reaffirmation agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.

2. **Are you required to enter into a reaffirmation agreement by any law?** No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.

3. **What if your creditor has a security interest or lien?** Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. If the collateral is personal property that is exempt or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.

4. **How soon do you need to enter into and file a reaffirmation agreement?** If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this Reaffirmation Documents package requiring signature, have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required. However, the court may extend the time for filing, even after the 60-day period has ended.

5. **Can you cancel the agreement?** You may rescind (cancel) your reaffirmation agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your reaffirmation agreement is filed with the court, whichever occurs later. To rescind (cancel) your reaffirmation agreement, you must notify the creditor that your reaffirmation agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

6. **When will this reaffirmation agreement be effective?**

   a. **If you *were represented* by an attorney during the negotiation of your reaffirmation agreement**

      i. **If the creditor is not a Credit Union,** your reaffirmation agreement becomes effective upon filing with the court unless the reaffirmation is presumed to be an undue hardship in which case the agreement becomes effective only after the court approves it;

      ii. **If the creditor is a Credit Union,** your reaffirmation agreement becomes effective when it is filed with the court.

   b. **If you *were not represented* by an attorney during the negotiation of your reaffirmation agreement,** the reaffirmation agreement will not be effective unless the court approves it. To have the court approve your agreement, you must file a motion. See Instruction 5, below. The court will notify you and the creditor of the hearing on your reaffirmation agreement. You must attend this hearing, at which time the judge will review your reaffirmation agreement. If the judge decides that the reaffirmation agreement is in your best interest, the agreement will be approved and will become effective. However, if your reaffirmation agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home, you do not need to file a motion or get court approval of your reaffirmation agreement.

7. **What if you have questions about what a creditor can do?** If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement. If you do not have an attorney helping you, you may ask the judge to explain the effect of this agreement to you at the hearing to approve the reaffirmation agreement. When this disclosure refers to what a creditor "may" do, it is not giving any creditor permission to do anything. The word "may" is used to tell you what might occur if the law permits the creditor to take the action.

B. INSTRUCTIONS

1. Review these Disclosures and carefully consider your decision to reaffirm. If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.

2. Complete the Debtor's Statement in Support of Reaffirmation Agreement (Part II above). Be sure that you can afford to make the payments that you are agreeing to make and that you have received a copy of the Disclosure Statement and a completed and signed Reaffirmation Agreement.

3. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your attorney must sign and date the Certification By Debtor's Attorney section (Part IV above).

4. You or your creditor must file with the court the original of this Reaffirmation Documents packet and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 427).

5. *If you are not represented by an attorney, you must also complete and file with the court a separate document entitled "Motion for Court Approval of Reaffirmation Agreement" unless your reaffirmation agreement is for a consumer debt secured by a lien on your real property, such as your home.* You can use Form B2400B to do this.

C. DEFINITIONS

1. **"Amount Reaffirmed"** means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The total amount of debt includes any unpaid fees and costs arising on or before the date you sign this agreement that you are agreeing to pay. Your credit agreement may obligate you to pay additional amounts that arise after the date you sign this agreement. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this agreement.

2. **"Annual Percentage Rate"** means the interest rate on a loan expressed under the rules required by federal law. The annual percentage Rate (as opposed to the "stated interest rate") tells you the full cost of your credit including many of the creditor's fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card.

3. **"Credit Union"** means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like "Credit Union" or initials like "C.U." or "F.C.U." in its name.

Information to identify the case:

Debtor 1	**Fawn [redacted] Fenton** First Name Middle Name Last Name	Social Security number or ITIN **xxx-xx-2065** EIN __-_____
Debtor 2 (Spouse, if filing)	First Name Middle Name Last Name	Social Security number or ITIN ____ EIN __-_____

United States Bankruptcy Court **MIDDLE DISTRICT OF TENNESSEE**

Case number: **3:19-bk-02693**

Order of Discharge

12/15

IT IS ORDERED: A discharge under 11 U.S.C. § 727 is granted to:

Fawn [redacted] Fenton
[redacted]

4/15/20

By the court: Charles M Walker
United States Bankruptcy Judge

Explanation of Bankruptcy Discharge in a Chapter 7 Case

This order does not close or dismiss the case, and it does not determine how much money, if any, the trustee will pay creditors.

Creditors cannot collect discharged debts

This order means that no one may make any attempt to collect a discharged debt from the debtors personally. For example, creditors cannot sue, garnish wages, assert a deficiency, or otherwise try to collect from the debtors personally on discharged debts. Creditors cannot contact the debtors by mail, phone, or otherwise in any attempt to collect the debt personally. Creditors who violate this order can be required to pay debtors damages and attorney's fees.

However, a creditor with a lien may enforce a claim against the debtors' property subject to that lien unless the lien was avoided or eliminated. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

This order does not prevent debtors from paying any debt voluntarily or from paying reaffirmed debts according to the reaffirmation agreement. 11 U.S.C. § 524(c), (f).

Most debts are discharged

Most debts are covered by the discharge, but not all. Generally, a discharge removes the debtors' personal liability for debts owed before the debtors' bankruptcy case was filed.

Also, if this case began under a different chapter of the Bankruptcy Code and was later converted to chapter 7, debts owed before the conversion are discharged.

In a case involving community property: Special rules protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.

For more information, see page 2 >

Some debts are not discharged
Examples of debts that are not discharged are:

- debts that are domestic support obligations;
- debts for most student loans;
- debts for most taxes;
- debts that the bankruptcy court has decided or will decide are not discharged in this bankruptcy case;
- debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- some debts which the debtors did not properly list;
- debts for certain types of loans owed to pension, profit sharing, stock bonus, or retirement plans; and
- debts for death or personal injury caused by operating a vehicle while intoxicated.

Also, debts covered by a valid reaffirmation agreement are not discharged.

In addition, this discharge does not stop creditors from collecting from anyone else who is also liable on the debt, such as an insurance company or a person who cosigned or guaranteed a loan.

This information is only a general summary of the bankruptcy discharge; some exceptions exist. Because the law is complicated, you should consult an attorney to determine the exact effect of the discharge in this case.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3 User: slw0703 Page 1 of 2 Date Rcvd: Apr 15, 2020
Form ID: 318 Total Noticed: 27

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 17, 2020.

db +Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027-4628
cr +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, CO 80129-2386
cr +Toyota Motor Credit Corporation, c/o Spina & Lavelle PC, One Perimeter Park South, Suite 400N, Birmingham, AL 35243-2327
7055499 AMERICAN INFOSOURCE AS AGENT, ATTN: OFFICER MANAGER OR AGENT, PO BOX 71083, CHARLOTTE NC 28272-1083
7055501 ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BANCORP SOUTH, ATTN: OFFICER MANAGER OR AGENT, PO BOX 4360, TUPELO MS 38803)
6897905 +BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road, Franklin TN 37064-3003
6897902 Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12, Nashville, TN 37212-2926
7055508 +SPECIALIZED LOAN SERVICING, LLC, ATTN: OFFICER MANAGER OR AGENT, 8742 LUCENT BLVD., SUITE 300, HIGHLANDS RANCH CO 80129-2386
6999363 +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129-2386
7055509 +TOYOTA MOTOR CREDIT CO., ATTN OFFICER MANAGER OR AGENT, PO BOX 9013, ADDISON TX 75001-9013
6940151 +Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
6897913 +US Attorney General, US Department of Justice, 950 Pennsylvania Avenue, Washington DC 20530-0009
7055512 +VIRGINIA LEE STORY, ATTN: OFFICER MANAGER OR AGENT, 136 FOURTH AVE. SOUTH, FRANKLIN TN 37064-2622
6897914 +[redacted] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C, Nashville TN 37215-2963

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

6897904 E-mail/Text: bankruptcy@ascendfcu.org Apr 16 2020 02:40:22 Ascend Federal Credit Union, Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388
6911748 E-mail/Text: bankruptcy@ascendfcu.org Apr 16 2020 02:40:22 Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388
6897903 +EDI: AMEREXPR.COM Apr 16 2020 06:23:00 American Express, Attn: Officer Manager or Agent, PO Box 981537, El Paso TX 79998-1537
6919358 EDI: BECKLEE.COM Apr 16 2020 06:23:00 American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
6897906 EDI: BANKAMER.COM Apr 16 2020 06:23:00 Bank of America, Attn: Officer Manager or Agent, PO Box 982238, El Paso TX 79998
7055503 EDI: BL-BECKET.COM Apr 16 2020 06:23:00 BECKET & LEE LLP, ATTN: OFFICER MANAGER OR AGENT, PO BOX 3001, MALVERN PA 19355-0701
6941837 EDI: BANKAMER.COM Apr 16 2020 06:23:00 Bank of America, N.A., PO BOX 31785, Tampa FL 33631-3785
6897907 +EDI: BANKAMER.COM Apr 16 2020 06:23:00 Bank of America, NA, Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
6924463 EDI: CAPITALONE.COM Apr 16 2020 06:23:00 Capital One Bank (USA), N.A., by American InfoSource as agent, PO Box 71083, Charlotte, NC 28272-1083
6897908 EDI: CAPITALONE.COM Apr 16 2020 06:23:00 Capital One Bank USA NA, Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
6897911 +EDI: IRS.COM Apr 16 2020 06:23:00 IRS Insolvency, 801 Broadway Room 285, MDP 146, Nashville TN 37203-3811
6897909 EDI: JPMORGANCHASE Apr 16 2020 06:23:00 Chase Card, Attn: Officer Manager or Agent, PO Box 15298, Wilmington DE 19850
6897912 EDI: TFSR.COM Apr 16 2020 06:23:00 Toyota Motor Credit Co., Attn Officer Manager or Agent, 5005 N River Blvd. NE, Cedar Rapids IA 52411-6634

TOTAL: 13

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

cr* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210 (address filed with court: Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388)
cr* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BANCORPSOUTH BANK, P. O. BOX 4360, TUPELO, MS 38803-4360)
7055500* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210 (address filed with court: ASCEND FEDERAL CREDIT UNION, ATTN: OFFICER MANAGER OR AGENT, PO BOX 1210, TULLAHOMA TN 37388)
6925939* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BancorpSouth Bank, P.O. Box 4360, Tupelo, MS 38803)
7055502* ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238 (address filed with court: BANK OF AMERICA, ATTN: OFFICER MANAGER OR AGENT, PO BOX 982238, EL PASO TX 79998)
6897901* +Fawn [redacted] Fenton, [redacted] Brentwood TN 37027-4628
7055505* IRS INSOLVENCY, ATTN: OFFICER MANAGER OR AGENT, PO BOX 7346, PHILADELPHIA PA 19101-7346
7055506* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
7055507* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811

FRBP Violated: #3:19-bk-02693 TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: 48419B) JRF.003.1441.00

District/off: 0650-3 User: slw0703 Page 2 of 2 Date Rcvd: Apr 15, 2020
Form ID: 318 Total Noticed: 27

***** BYPASSED RECIPIENTS (continued) *****
6897910* IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346
7055504* ++JPMORGAN CHASE BANK N A, BANKRUPTCY MAIL INTAKE TEAM, 700 KANSAS LANE FLOOR 01, MONROE LA 71203-4774
(address filed with court: CHASE CARD, ATTN: OFFICER MANAGER OR AGENT, PO BOX 15298, WILMINGTON DE 19850)
7055510* +US ATTORNEY GENERAL, US DEPARTMENT OF JUSTICE, 950 PENNSYLVANIA AVENUE, WASHINGTON DC 20530-0009
7055511* + [redacted] C/O BROOKSIDE PROPERTIES, INC., 2002 RICHARD JONES ROAD, SUITE 200-C, NASHVILLE TN 37215-2963

TOTALS: 0, * 13, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address
pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 17, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 15, 2020 at the address(es) listed below:

JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
JOHN C. MCLEMORE on behalf of Trustee JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com
PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org, bankruptcy@ascendfcu.org
US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 8

Information to identify the case:

Debtor 1	**Fawn [redacted] Fenton**	Social Security number or ITIN **xxx-xx-2065**
	First Name Middle Name Last Name	EIN __-_____
Debtor 2 (Spouse, if filing)	First Name Middle Name Last Name	Social Security number or ITIN ____
		EIN __-_____

United States Bankruptcy Court **MIDDLE DISTRICT OF TENNESSEE**

Case number: **3:19-bk-02693**

Order of Discharge

12/15

IT IS ORDERED: A discharge under 11 U.S.C. § 727 is granted to:

Fawn [redacted] Fenton
[redacted]

4/15/20

By the court: Charles M Walker
United States Bankruptcy Judge

Explanation of Bankruptcy Discharge in a Chapter 7 Case

This order does not close or dismiss the case, and it does not determine how much money, if any, the trustee will pay creditors.

Creditors cannot collect discharged debts

This order means that no one may make any attempt to collect a discharged debt from the debtors personally. For example, creditors cannot sue, garnish wages, assert a deficiency, or otherwise try to collect from the debtors personally on discharged debts. Creditors cannot contact the debtors by mail, phone, or otherwise in any attempt to collect the debt personally. Creditors who violate this order can be required to pay debtors damages and attorney's fees.

However, a creditor with a lien may enforce a claim against the debtors' property subject to that lien unless the lien was avoided or eliminated. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

This order does not prevent debtors from paying any debt voluntarily or from paying reaffirmed debts according to the reaffirmation agreement. 11 U.S.C. § 524(c), (f).

Most debts are discharged

Most debts are covered by the discharge, but not all. Generally, a discharge removes the debtors' personal liability for debts owed before the debtors' bankruptcy case was filed.

Also, if this case began under a different chapter of the Bankruptcy Code and was later converted to chapter 7, debts owed before the conversion are discharged.

In a case involving community property: Special rules protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.

For more information, see page 2 >

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- debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- some debts which the debtors did not properly list;
- debts for certain types of loans owed to pension, profit sharing, stock bonus, or retirement plans; and
- debts for death or personal injury caused by operating a vehicle while intoxicated.

Also, debts covered by a valid reaffirmation agreement are not discharged.

In addition, this discharge does not stop creditors from collecting from anyone else who is also liable on the debt, such as an insurance company or a person who cosigned or guaranteed a loan.

This information is only a general summary of the bankruptcy discharge; some exceptions exist. Because the law is complicated, you should consult an attorney to determine the exact effect of the discharge in this case.

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

IN RE: FAWN [redacted] FENTON xxx-xx-2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker

THE DEADLINE FOR FILING A TIMELY RESPONSE IS: 6/26/2020 (30 DAY NOTICE PERIOD)
IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE: 7/7/2020, 9:00 A.M.,
COURTROOM TWO, 701 BROADWAY, NASHVILLE, TN 37203

NOTICE OF MOTION FOR ALLOWANCE OR DISALLOWANCE OF CLAIMS

John C. McLemore, Trustee, has asked the court for the following: to allow or disallow claims.

YOUR RIGHTS MAY BE AFFECTED. If you do not want the Court to grant the attached motion, or if you want the Court to consider your views on the motion, then on or before 6/26/2020, you or your attorney must:

1. File with the Court your response or objection explaining your position. **PLEASE NOTE: THE BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE REQUIRES ELECTRONIC FILING. ANY RESPONSE OR OBJECTION YOU WISH TO FILE MUST BE SUBMITTED ELECTRONICALLY. TO FILE ELECTRONICALLY, YOU OR YOUR ATTORNEY MUST GO TO THE COURT WEBSITE AND FOLLOW THE INSTRUCTIONS AT: https://ecf.tnmb.uscourts.gov.**

   If you need assistance with Electronic Filing, you may call the Bankruptcy Court at (615) 736-5584. You may also visit the Bankruptcy Court in person at: U.S. Bankruptcy Court, 701 Broadway, 1st Floor, Nashville, Tennessee (Monday – Friday, 8:00 a.m. – 4:00 p.m.).

2. **Your response must state that the deadline for filing responses is 6/26/2020, the date of the scheduled hearing is 7/7/2020 and the motion to which you are responding is *Motion for Allowance or Disallowance of Claims.***

3. You must serve your response or objection by electronic service through the Electronic Filing system described above. You must also mail a copy of your response or objection to:

   John C. McLemore, Trustee
   2000 Richard Jones Rd., Ste. 250
   Nashville, TN 37215

   United States Trustee
   701 Broadway, Customs House Suite 318
   Nashville, TN 37203

If a timely response is filed before the deadline stated above, the hearing will be held at the time and place indicated above. ***THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE***. You may check whether a timely response has been filed by calling the Clerk's office at (615) 736-5584 or viewing the case on the Court's website at www.tnmb.uscourts.gov .

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the motion and may enter an order granting that relief.

This 27th day of May, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

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

IN RE: FAWN [redacted] FENTON xxx-xx-2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker

CHAPTER 7 TRUSTEE'S MOTION FOR ALLOWANCE OR DISALLOWANCE OF CLAIMS

The Chapter 7 Trustee, John C. McLemore, moves the Court to allow and disallow claims filed in this proceeding as set forth in Exhibit A to this motion.

All claims filed against this Chapter 7 Bankruptcy Estate before the claims bar deadline of May 4, 2020, have been reviewed and are included in the recommendations set forth in Exhibit A to this motion. If a creditor has not filed a claim, its name does not appear on Exhibit A and its claim is not allowed. Each claim is identified by the claim number and the creditor name. The "Claim Status" column indicates whether the Trustee recommends allowance or disallowance of a claim. If a claim is disallowed there will be a brief explanation on the line titled "Claim Notes." The "Amount Allowed" column states the amount of a claim to be allowed. It **does not** indicate the amount to be paid.

The Trustee files this motion and recommendations pursuant to his duties under 11 U.S.C. §704(5). All recommendations are subject to review by the Court. The order resulting from this motion will be a final determination regarding the allowance or disallowance of all claims listed on Exhibit A.

WHEREFORE, the Trustee prays for the entry of an order allowing or disallowing the claims as set forth in the attached Exhibit A, and for such other and further relief as is just.

Dated this 27th day of May, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

CLAIM ANALYSIS REPORT

Case No. 19-02693-CW3-7
Case Name: FENTON, FAWN [redacted]
Taxpayer ID #: 35-7264153
Claims Bar Date: 05/04/2020

Trustee Name: John C. McLemore
Date: 5/27/2020

Claim No.:	Creditor Name	Claim Date	Claim Class	Claim Status	Uniform Tran Code	Scheduled Amount	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
	JOHN C. MCLEMORE 2000 Richard Jones Rd., Ste. 250 Nashville TN 37215	02/10/2020	Trustee Expenses - Ch 7	Allowed	2200-000	$0.00	$32.75	$32.75	$0.00	$0.00	$0.00	$32.75
1	IRS INSOLVENCY 801 Broadway Room 285 MDP 146 Nashville TN 37203	05/08/2019	General Unsecured	Allowed	7100-000	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Claim Notes: Allow/Zero Balance												
2	ASCEND FEDERAL CREDIT UNION P. O. Box 1210 Tullahoma TN 37388	05/16/2019	General Unsecured	Allowed	7100-000	$0.00	$12,900.65	$12,900.65	$0.00	$0.00	$0.00	$12,900.65
Claim Notes: Allow/Unsecured												
3	ASCEND FEDERAL CREDIT UNION P. O. Box 1210 Tullahoma TN 37388	05/16/2019	General Unsecured	Allowed	7100-000	$0.00	$5,000.00	$2,990.00	$0.00	$0.00	$0.00	$2,990.00
Claim Notes: Allow/Unsecured - See AO 1-21-2020 (Docket No. 93)												
4	AMERICAN EXPRESS NATIONAL BANK c/o Becket and Lee LLP PO Box 3001 Malvern PA 19355-0701	05/29/2019	General Unsecured	Allowed	7100-000	$0.00	$9,518.02	$9,518.02	$0.00	$0.00	$0.00	$9,518.02
Claim Notes: Allow/Unsecured												
5	CAPITAL ONE BANK (USA), N.A. by American InfoSource as agent PO Box 71083 Charlotte NC 28272-1083	06/05/2019	General Unsecured	Allowed	7100-000	$0.00	$9,906.18	$9,906.18	$0.00	$0.00	$0.00	$9,906.18
Claim Notes: Allow/Unsecured												
6	BANCORPSOUTH BANK P.O. Box 4360 Tupelo MS 38803	06/06/2019	Secured	Disallowed	4110-000	$0.00	$54,863.54	$0.00	$0.00	$0.00	$0.00	$0.00
Claim Notes: Disallow/Secured												

CLAIM ANALYSIS REPORT

Case No. 19-02693-CW3-7
Case Name: FENTON, FAWN [redacted]
Taxpayer ID #: 35-7264153
Claims Bar Date: 05/04/2020

Trustee Name: John C. McLemore
Date: 5/27/2020

Claim No.:	Creditor Name	Claim Date	Claim Class	Claim Status	Uniform Tran Code	Scheduled Amount	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
7	TOYOTA MOTOR CREDIT CORPORATION PO Box 9013 Tex 75001	06/25/2019	Secured	Disallowed	4210-000	$0.00	$12,600.00	$0.00	$0.00	$0.00	$0.00	$0.00
Claim Notes: Disallow/Secured												
8	SPECIALIZED LOAN SERVICING LLC 8742 Lucent Blvd, Suite 300 Highlands Ranch CO 80129	06/27/2019	Secured	Disallowed	4110-000	$0.00	$240,727.38	$0.00	$0.00	$0.00	$0.00	$0.00
Claim Notes: Disallow/Secured												
							$345,548.52	**$35,347.60**	**$0.00**	**$0.00**	**$0.00**	**$35,347.60**

FRBP Violated: #3:19-bk-02693

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

JRF.003.1449.00

TNJudicial Case 1:23-cv-01097-PLM-RSK ECF No. 1-11, PageID.419 Filed 10/13/23 Page 34 of 93 PAGEID #: 449 of 508

CLAIM ANALYSIS REPORT

Case No.	19-02693-CW3-7	**Trustee Name:**	John C. McLemore
Case Name:	FENTON, FAWN [redacted]	**Date:**	5/27/2020
Taxpayer ID #:	35-7264153		
Claims Bar Date:	05/04/2020		

CLAIM CLASS SUMMARY TOTALS

Claim Class	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
General Unsecured	$37,324.85	$35,314.85	$0.00	$0.00	$0.00	$35,314.85
Secured	$308,190.92	$0.00	$0.00	$0.00	$0.00	$0.00
Trustee Expenses - Ch 7	$32.75	$32.75	$0.00	$0.00	$0.00	$32.75

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

IN RE: FAWN [redacted] FENTON xxx-xx-2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker

ORDER ALLOWING AND DISALLOWING CLAIMS

The Trustee, John C. McLemore, has moved the Court to allow and disallow claims filed in this proceeding as set forth in Exhibit A to the motion.

A copy of the motion and accompanying exhibit were served on the Debtor, Debtor's counsel, U.S. Trustee, all creditors and parties in interest. Each was given 30 days in which to file a written objection with the Court. Neither the Trustee nor the U.S. Bankruptcy Court Clerk has received an objection.

It is the opinion of the Court that the Trustee's motion is well taken.

It is **ORDERED** that the Trustee's recommendations regarding the allowance and disallowance of claims filed and the amounts of those claims are thereby **APPROVED.**

It is further **ORDERED** that this is a final determination as to the amount, allowance and disallowance of all claims listed on Exhibit A attached to the Trustee's motion.

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

Proposed

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

IN RE: FAWN [redacted] FENTON xxx-xx-2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker

CERTIFICATE OF SERVICE

I hereby certify that on the date noted below, a true and correct copy of the foregoing listed below was mailed either electronically or by U.S. mail, postage prepaid, to the U.S. Trustee, 701 Broadway, Customs House Suite 318, Nashville, TN 37203; Debtor, Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027; Debtor's attorney, Mary Elizabeth Ausbrooks, Rothschild & Ausbrooks, 1222 16th Ave. So., Ste. 12, Nashville, TN 37212-2926; all creditors, and all parties requesting notice, as reflected on the mailing matrix attached to the original of this pleading on file with the Clerk of this Court.

This 27th day of May, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

Attachments:

(1) Notice of Chapter 7 Trustee's Motion for Allowance or Disallowance of Claims

(2) Chapter 7 Trustee's Motion for Allowance or Disallowance of Claims

(3) Proposed Order Allowing and Disallowing Claims

American Express
Attn: Officer Manager or Agent
PO Box 981537
El Paso TX 79998-1537

American Express National Bank
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

AMERICAN INFOSOURCE AS AGENT
ATTN: OFFICER MANAGER OR AGENT
PO BOX 71083
CHARLOTTE NC 28272-1083

ASCEND FEDERAL CREDIT UNION
P O BOX 1210
TULLAHOMA TN 37388-1210

BanCorp South
Attn: Officer Manager or Agent
914 Murfreesboro Road
Franklin TN 37064-3003

BANCORPSOUTH
BANKRUPTCY DEPARTMENT
P O BOX 4360
TUPELO MS 38803-4360

BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

Bank of America, N.A.
PO BOX 31785
Tampa FL 33631-3785

Bank of America, NA
Attn: Officer Manager or Agent
4909 Savarese Circle
Tampa FL 33634-2413

BECKET & LEE LLP
ATTN: OFFICER MANAGER/AGENT
PO BOX 3001
MALVERN PA 19355-0701

Capital One Bank (USA), N.A.
by American InfoSource as agent
PO Box 71083
Charlotte, NC 28272-1083

Capital One Bank USA NA
Attn: Officer Manager or Agent
PO Box 30281
Salt Lake City UT 84130-0281

CHASE CARD
ATTN: OFFICER MANAGER/AGENT
PO BOX 15298
WILMINGTON DE 19850-5298

Fawn [redacted] Fenton
[redacted]
Brentwood TN 37027-4628

IRS INSOLVENCY
ATTN: OFFICER MANAGER OR AGENT
PO BOX 7346
PHILADELPHIA PA 19101-7346

IRS INSOLVENCY
801 BROADWAY ROOM 285
MDP 146
NASHVILLE TN 37203-3811

MARY ELIZABETH AUSBROOKS
ROTHSCHILD & AUSBROOKS
1222 16TH AVE SO STE 12
NASHVILLE, TN 37212-2926

Specialized Loan Servicing LLC
8742 Lucent Blvd, Suite 300
Highlands Ranch, CO 80129-2386

TOYOTA MOTOR CREDIT CO.
ATTN OFFICER MANAGER OR AGENT
PO BOX 9013
ADDISON TX 75001-9013

TOYOTA MOTOR CREDIT CORPORATION
PO BOX 8026
CEDAR RAPIDS IA 52408-8026

Toyota Motor Credit Corporation
c/o Spina & Lavelle PC
One Perimeter Park South
Suite 400N
Birmingham, AL 35243-2327

US ATTORNEY GENERAL
US DEPARTMENT OF JUSTICE
950 PENNSYLVANIA AVENUE
WASHINGTON DC 20530-0009

[redacted]
C/O BROOKSIDE PROPERTIES, INC.
2002 RICHARD JONES ROAD,
SUITE 200-C
NASHVILLE TN 37215-2963

VIRGINIA LEE STORY
136 FOURTH AVE. SOUTH
FRANKLIN TN 37064-2622

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

IN RE: FAWN [redacted] FENTON xxx-xx-2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker

ORDER ALLOWING AND DISALLOWING CLAIMS

The Trustee, John C. McLemore, has moved the Court to allow and disallow claims filed in this proceeding as set forth in Exhibit A to the motion.

A copy of the motion and accompanying exhibit were served on the Debtor, Debtor's counsel, U.S. Trustee, all creditors and parties in interest. Each was given 30 days in which to file a written objection with the Court. Neither the Trustee nor the U.S. Bankruptcy Court Clerk has received an objection.

It is the opinion of the Court that the Trustee's motion is well taken.

It is **ORDERED** that the Trustee's recommendations regarding the allowance and disallowance of claims filed and the amounts of those claims are thereby **APPROVED.**

It is further **ORDERED** that this is a final determination as to the amount, allowance and disallowance of all claims listed on Exhibit A attached to the Trustee's motion.

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

Form hrgnot

UNITED STATES BANKRUPTCY COURT

MIDDLE DISTRICT OF TENNESSEE

701 Broadway Room 170
Nashville, TN 37203

Bankruptcy Proceeding No. 3:19−bk−02693
Chapter 7
Judge Charles M Walker

In Re:
Fawn [redacted] Fenton
[redacted]
Brentwood, TN 37027
Social Security No.
xxx−xx−2065
Employer's Tax I.D. No.

PLEASE TAKE NOTICE that a hearing will be held at:

Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203 on 7/14/20 at 10:00 AM

to consider and act upon the following:

117 − Trustee's Motion and Notice to Disallow Claim(s)# 6,7,8 Filed by See Exhibit in the amount of $See Exhibit . Filed By: JOHN C. MCLEMORE on behalf of JOHN C. MCLEMORE. If timely response hearing will be held on 7/7/2020 at 09:00 AM at Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. Responses due by 6/26/2020. (MCLEMORE, JOHN)

Dated: 6/30/20

/s/ TERESA C. AZAN
Clerk, U.S. Bankruptcy Court

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3 User: leq0323 Page 1 of 2 Date Rcvd: Jun 30, 2020
Form ID: hrgnot Total Noticed: 34

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 02, 2020.

db +Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027-4628
aty JERRY PAUL SPORE, SPRAGINS BARNETT & COBB PLC, PO BOX 2004, JACKSON, TN 38302-2004
aty MARY ELIZABETH AUSBROOKS, ROTHSCHILD & AUSBROOKS, 1222 16TH AVE SO, STE 12, NASHVILLE, TN 37212-2926
aty +NATALIE BROWN, RUBIN LUBLIN, LLC, 119 S MAIN ST, SUITE 500, MEMPHIS, TN 38103-3659
aty +PAUL JOSEPH SPINA, III, SPINA & LAVELLE PC, 1 Perimeter Park S, Suite 400N, BIRMINGHAM, AL 35243-2327
aty +SHEARON WEEMS HALES, ASCEND FEDERAL CREDIT UNION, PO BOX 1210, 520 AIRPORT DRIVE, TULLAHOMA, TN 37388-8212
tr +JOHN C. MCLEMORE, LAW OFFICE OF JOHN C. McLEMORE, PLLC, 2000 RICHARD JONES RD., STE. 250, NASHVILLE, TN 37215-2885
cr +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, CO 80129-2386
cr +Toyota Motor Credit Corporation, c/o Spina & Lavelle PC, One Perimeter Park South, Suite 400N, Birmingham, AL 35243-2327
7055499 AMERICAN INFOSOURCE AS AGENT, ATTN: OFFICER MANAGER OR AGENT, PO BOX 71083, CHARLOTTE NC 28272-1083
6897903 +American Express, Attn: Officer Manager or Agent, PO Box 981537, El Paso TX 79998-1537
6919358 American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
7055501 ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BANCORP SOUTH, ATTN: OFFICER MANAGER OR AGENT, PO BOX 4360, TUPELO MS 38803)
6897906 ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238 (address filed with court: Bank of America, Attn: Officer Manager or Agent, PO Box 982238, El Paso TX 79998)
7055503 BECKET & LEE LLP, ATTN: OFFICER MANAGER OR AGENT, PO BOX 3001, MALVERN PA 19355-0701
6897905 +BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road, Franklin TN 37064-3003
6941837 Bank of America, N.A., PO BOX 31785, Tampa FL 33631-3785
6897907 +Bank of America, NA, Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
6897902 Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12, Nashville, TN 37212-2926
7055508 +SPECIALIZED LOAN SERVICING, LLC, ATTN: OFFICER MANAGER OR AGENT, 8742 LUCENT BLVD., SUITE 300, HIGHLANDS RANCH CO 80129-2386
6999363 +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129-2386
7055509 +TOYOTA MOTOR CREDIT CO., ATTN OFFICER MANAGER OR AGENT, PO BOX 9013, ADDISON TX 75001-9013
6897912 ++TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026 (address filed with court: Toyota Motor Credit Co., Attn Officer Manager or Agent, 5005 N River Blvd. NE, Cedar Rapids IA 52411-6634)
6940151 +Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
6897913 +US Attorney General, US Department of Justice, 950 Pennsylvania Avenue, Washington DC 20530-0009
7055512 +VIRGINIA LEE STORY, ATTN: OFFICER MANAGER OR AGENT, 136 FOURTH AVE. SOUTH, FRANKLIN TN 37064-2622
6897914 +[redacted] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C, Nashville TN 37215-2963

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

ust E-mail/Text: ustpregion08.na.ecf@usdoj.gov Jul 01 2020 04:14:25 US TRUSTEE, OFFICE OF THE UNITED STATES TRUSTEE, 701 BROADWAY STE 318, NASHVILLE, TN 37203-3966
6897904 E-mail/Text: bankruptcy@ascendfcu.org Jul 01 2020 04:13:56 Ascend Federal Credit Union, Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388
6911748 E-mail/Text: bankruptcy@ascendfcu.org Jul 01 2020 04:13:56 Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388
6924463 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Jul 01 2020 04:12:42 Capital One Bank (USA), N.A., by American InfoSource as agent, PO Box 71083, Charlotte, NC 28272-1083
6897908 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Jul 01 2020 04:13:01 Capital One Bank USA NA, Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
6897911 +E-mail/Text: sbse.cio.bnc.mail@irs.gov Jul 01 2020 04:14:10 IRS Insolvency, 801 Broadway Room 285, MDP 146, Nashville TN 37203-3811
6897909 E-mail/PDF: ais.chase.ebn@americaninfosource.com Jul 01 2020 04:12:58 Chase Card, Attn: Officer Manager or Agent, PO Box 15298, Wilmington DE 19850

TOTAL: 7

District/off: 0650-3 User: leq0323 Page 2 of 2 Date Rcvd: Jun 30, 2020
Form ID: hrgnot Total Noticed: 34

***** BYPASSED RECIPIENTS (continued) *****

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

aty* +JOHN C. MCLEMORE, LAW OFFICE OF JOHN C. McLEMORE, PLLC, 2000 RICHARD JONES RD., STE. 250, NASHVILLE, TN 37215-2885
cr* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210 (address filed with court: Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388)
cr* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BANCORPSOUTH BANK, P. O. BOX 4360, TUPELO, MS 38803-4360)
7055500* ++ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210 (address filed with court: ASCEND FEDERAL CREDIT UNION, ATTN: OFFICER MANAGER OR AGENT, PO BOX 1210, TULLAHOMA TN 37388)
6925939* ++BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 (address filed with court: BancorpSouth Bank, P.O. Box 4360, Tupelo, MS 38803)
7055502* ++BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238 (address filed with court: BANK OF AMERICA, ATTN: OFFICER MANAGER OR AGENT, PO BOX 982238, EL PASO TX 79998)
6897901* +Fawn [redacted] Fenton, [redacted] Brentwood TN 37027-4628
7055505* IRS INSOLVENCY, ATTN: OFFICER MANAGER OR AGENT, PO BOX 7346, PHILADELPHIA PA 19101-7346
7055506* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
7055507* +IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
6897910* IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346
7055504* ++JPMORGAN CHASE BANK N A, BANKRUPTCY MAIL INTAKE TEAM, 700 KANSAS LANE FLOOR 01, MONROE LA 71203-4774 (address filed with court: CHASE CARD, ATTN: OFFICER MANAGER OR AGENT, PO BOX 15298, WILMINGTON DE 19850)
7055510* +US ATTORNEY GENERAL, US DEPARTMENT OF JUSTICE, 950 PENNSYLVANIA AVENUE, WASHINGTON DC 20530-0009
7055511* +[redacted] C/O BROOKSIDE PROPERTIES, INC., 2002 RICHARD JONES ROAD, SUITE 200-C, NASHVILLE TN 37215-2963

TOTALS: 0, * 14, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 02, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 30, 2020 at the address(es) listed below:

JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
JOHN C. MCLEMORE on behalf of Trustee JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com
PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org, bankruptcy@ascendfcu.org
US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 8

Form hrgnot

UNITED STATES BANKRUPTCY COURT

MIDDLE DISTRICT OF TENNESSEE

701 Broadway Room 170
Nashville, TN 37203

Bankruptcy Proceeding No. 3:19–bk–02693
Chapter 7
Judge Charles M Walker

In Re:
Fawn [redacted] Fenton
[redacted]
Brentwood, TN 37027
Social Security No.
xxx–xx–2065
Employer's Tax I.D. No.

PLEASE TAKE NOTICE that a hearing will be held at:

Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203 on 7/14/20 at 10:00 AM

to consider and act upon the following:

117 – Trustee's Motion and Notice to Disallow Claim(s)# 6,7,8 Filed by See Exhibit in the amount of $See Exhibit . Filed By: JOHN C. MCLEMORE on behalf of JOHN C. MCLEMORE. If timely response hearing will be held on 7/7/2020 at 09:00 AM at Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. Responses due by 6/26/2020. (MCLEMORE, JOHN)

Dated: 6/30/20

/s/ TERESA C. AZAN
Clerk, U.S. Bankruptcy Court

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

IN RE: FAWN [redacted] FENTON xxx-xx-2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker

THE DEADLINE FOR FILING A TIMELY RESPONSE IS: AUGUST 20, 2020
IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE HELD ON: SEPTEMBER 8, 2020, AT 10:00 A.M., BY AT&T CONFERENCE LINE NUMBER 1-888-363-4749, ACCESS CODE 7250422#

NOTICE OF AMENDED MOTION FOR ALLOWANCE AND DISALLOWANCE OF CLAIMS

John C. McLemore, Trustee, has asked the Court for the following relief: to allow or disallow claims.

YOUR RIGHTS MAY BE AFFECTED. If you do not want the court to grant the attached motion by entering the attached order, or if you want the court to consider your views on the motion, then on or before the response date stated above, you or your attorney must:

1. File with the court your response or objection explaining your position. Please note: the Bankruptcy Court for the Middle District of Tennessee requires electronic filing. Any response or objection you wish to file must be submitted electronically. To file electronically, you or your attorney must go to the court website and follow the instructions at: <https://ecf.tnmb.uscourts.gov>.

   If you need assistance with Electronic Filing, you may call the Clerk's Intake Department at (615) 736-5584.

2. Your response must state that the deadline for filing responses, the date of the scheduled hearing and the motion to which you are responding.

If a response is filed before the deadline stated above, the hearing will be held at the time and place indicated above. ***THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE***. You may check whether a timely response has been filed by viewing the case on the court's website at <https://ecf.tnmb.uscourts.gov>.

If you or your attorney does not take these steps, the court may decide that you do not oppose the relief sought in the motion and may enter the attached order granting that relief.

This 21st day of July, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

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

IN RE: FAWN [redacted] FENTON xxx-xx-2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker

CHAPTER 7 TRUSTEE'S AMENDED MOTION
FOR ALLOWANCE OR DISALLOWANCE OF CLAIMS

The Chapter 7 Trustee, John C. McLemore, moves the Court to allow and disallow claims filed in this proceeding as set forth in Exhibit A to this motion.

All claims filed have been allowed in their face amounts as general unsecured claims with the exception of the following three:

Claim #6: Bancorp South Bank—This was a real estate secured claim. During the pendency of the bankruptcy, the collateral was sold as part of the Debtor's divorce and the debt was paid in full. No further action is necessary regarding this claim.

Claim #7: Toyota Motor Credit—This obligation was reaffirmed by the Debtor. No further action is necessary regarding this claim.

Claim #8: Bank of America---This was a real estate secured claim. During the pendency of the bankruptcy, the collateral was sold as part of the Debtor's divorce and the debt was paid in full. No further action is necessary regarding this claim.

All claims filed against this Chapter 7 Bankruptcy Estate before the claims bar deadline of May 4, 2020, have been reviewed and are included in the recommendations set forth in Exhibit A to this motion. If a creditor has not filed a claim, its name does not appear on Exhibit A and its claim is not allowed. Each claim is identified by the claim number and the creditor name. The "Claim Status" column indicates whether the Trustee recommends allowance or disallowance of a claim. If a claim is disallowed there will be a brief explanation on the line titled "Claim Notes." The "Amount Allowed" column states the amount of a claim to be allowed. It **does not** indicate the amount to be paid.

The Trustee files this motion and recommendations pursuant to his duties under 11 U.S.C. §704(5). All recommendations are subject to review by the Court. The order resulting from this motion will be a final determination regarding the allowance or disallowance of all claims listed on Exhibit A.

WHEREFORE, the Trustee prays for the entry of an order allowing or disallowing the claims as set forth in the attached Exhibit A, and for such other and further relief as is just.

Dated this 21st day of July, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

FRBP Violated: #3:19-bk-02693

TNJudicial.org/c/a/jrf003.pdf

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)

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

JRF.003.1461.00

DOC: 003 | Page 461 of 508

CLAIM ANALYSIS REPORT

Case No. 19-02693-CW3-7
Case Name: FENTON, FAWN [redacted]
Taxpayer ID #: 35-7264153
Claims Bar Date: 05/04/2020

Trustee Name: John C. McLemore
Date: 7/21/2020

Claim No.:	Creditor Name	Claim Date	Claim Class	Claim Status	Uniform Tran Code	Scheduled Amount	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
	JOHN C. MCLEMORE 2000 Richard Jones Rd., Ste. 250 Nashville TN 37215	02/10/2020	Trustee Expenses - Ch 7	Allowed	2200-000	$0.00	$70.47	$70.47	$0.00	$0.00	$0.00	$70.47
1	IRS INSOLVENCY 801 Broadway Room 285 MDP 146 Nashville TN 37203	05/08/2019	General Unsecured	Allowed	7100-000	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Claim Notes: Allow/Zero Balance												
2	ASCEND FEDERAL CREDIT UNION P. O. Box 1210 Tullahoma TN 37388	05/16/2019	General Unsecured	Allowed	7100-000	$0.00	$12,900.65	$12,900.65	$0.00	$0.00	$0.00	$12,900.65
Claim Notes: Allow/Unsecured												
3	ASCEND FEDERAL CREDIT UNION P. O. Box 1210 Tullahoma TN 37388	05/16/2019	General Unsecured	Allowed	7100-000	$0.00	$5,000.00	$2,990.00	$0.00	$0.00	$0.00	$2,990.00
Claim Notes: Allow/Unsecured - See AO 1-21-2020 (Docket No. 93)												
4	AMERICAN EXPRESS NATIONAL BANK c/o Becket and Lee LLP PO Box 3001 Malvern PA 19355-0701	05/29/2019	General Unsecured	Allowed	7100-000	$0.00	$9,518.02	$9,518.02	$0.00	$0.00	$0.00	$9,518.02
Claim Notes: Allow/Unsecured												
5	CAPITAL ONE BANK (USA), N.A. by American InfoSource as agent PO Box 71083 Charlotte NC 28272-1083	06/05/2019	General Unsecured	Allowed	7100-000	$0.00	$9,906.18	$9,906.18	$0.00	$0.00	$0.00	$9,906.18
Claim Notes: Allow/Unsecured												
6	BANCORPSOUTH BANK P.O. Box 4360 Tupelo MS 38803	06/06/2019	Secured	Disallowed	4110-000	$0.00	$54,863.54	$0.00	$0.00	$0.00	$0.00	$0.00
Claim Notes: Paid in Full/No Further Action is Necessary												

FRBP Violated: #3:19-bk-02693

TNJudicial.org/c/a/jrf003.pdf

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)

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

DOC: 003 | Page 462 of 508

JRF.003.1462.00

CLAIM ANALYSIS REPORT

Case No. 19-02693-CW3-7
Case Name: FENTON, FAWN [redacted]
Taxpayer ID #: 35-7264153
Claims Bar Date: 05/04/2020

Trustee Name: John C. McLemore
Date: 7/21/2020

Claim No.:	Creditor Name	Claim Date	Claim Class	Claim Status	Uniform Tran Code	Scheduled Amount	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
7	TOYOTA MOTOR CREDIT CORPORATION PO Box 9013 Tex 75001	06/25/2019	Secured	Disallowed	4210-000	$0.00	$12,600.00	$0.00	$0.00	$0.00	$0.00	$0.00
Claim Notes:	Reaffirmed by Debtor/No Further Action is Necessary											
8	SPECIALIZED LOAN SERVICING LLC 8742 Lucent Blvd, Suite 300 Highlands Ranch CO 80129	06/27/2019	Secured	Disallowed	4110-000	$0.00	$240,727.38	$0.00	$0.00	$0.00	$0.00	$0.00
Claim Notes:	Paid in Full/No Further Action is Necessary											
							$345,586.24	**$35,385.32**	**$0.00**	**$0.00**	**$0.00**	**$35,385.32**

FRBP Violated: #3:19-bk-02693

TNJudicial.org/c/a/jrf003.pdf

CLAIM ANALYSIS REPORT

Case No. 19-02693-CW3-7
Case Name: FENTON, FAWN [redacted]
Taxpayer ID #: 35-7264153
Claims Bar Date: 05/04/2020

Trustee Name: John C. McLemore
Date: 7/21/2020

CLAIM CLASS SUMMARY TOTALS

Claim Class	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
General Unsecured	$37,324.85	$35,314.85	$0.00	$0.00	$0.00	$35,314.85
Secured	$308,190.92	$0.00	$0.00	$0.00	$0.00	$0.00
Trustee Expenses - Ch 7	$70.47	$70.47	$0.00	$0.00	$0.00	$70.47

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

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)

JRF.003.1463.00

DOC: 003 | Page 463 of 508

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

IN RE: FAWN [redacted] FENTON xxx-xx-2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker

ORDER ALLOWING AND DISALLOWING CLAIMS

The Trustee, John C. McLemore, has moved the Court to allow and disallow claims filed in this proceeding as set forth in Exhibit A to the motion.

A copy of the motion and accompanying exhibit were served on the Debtor, Debtor's counsel, U.S. Trustee, all creditors and parties in interest. Each was given 30 days in which to file a written objection with the Court. Neither the Trustee nor the U.S. Bankruptcy Court Clerk has received an objection.

It is the opinion of the Court that the Trustee's motion is well taken.

It is **ORDERED** that the Trustee's recommendations regarding the allowance and disallowance of claims filed and the amounts of those claims are thereby **APPROVED.**

It is further **ORDERED** that this is a final determination as to the amount, allowance and disallowance of all claims listed on Exhibit A attached to the Trustee's motion.

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

Proposed

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

IN RE: FAWN [redacted] FENTON xxx-xx-2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker

CERTIFICATE OF SERVICE

I hereby certify that on the date noted below, a true and correct copy of the foregoing listed below was mailed either electronically or by U.S. mail, postage prepaid, to the U.S. Trustee, 701 Broadway, Customs House Suite 318, Nashville, TN 37203; Debtor, Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027; Debtor's attorney, Mary Elizabeth Ausbrooks, Rothschild & Ausbrooks, 1222 16th Ave. So., Ste. 12, Nashville, TN 37212-2926; BankcorpSouth Bank, c/o Jerry Paul Spore, Spragins, Barnett & Cobb, PLC, 312 East Lafayette Street, Jackson, TN 38301; Peter Knapp, Authorized Agent of Toyota Motor Credit Corporation, Bonial & Associates, P.O. Box 9013, Addison, TX 75501; Specialized Loan Servicing, LLC, Bankruptcy Department, 8742 Lucent Blvd., Suite 300, Highlands Ranch, CO 80129.

This 21st day of July, 2020.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

Attachments:

(1) Notice of Chapter 7 Trustee's Motion for Allowance or Disallowance of Claims

(2) Chapter 7 Trustee's Motion for Allowance or Disallowance of Claims

(3) Proposed Order Allowing and Disallowing Claims

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

IN RE: FAWN [redacted] FENTON xxx-xx-2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker

ORDER ALLOWING AND DISALLOWING CLAIMS

The Trustee, John C. McLemore, has moved the Court to allow and disallow claims filed in this proceeding as set forth in Exhibit A to the motion.

A copy of the motion and accompanying exhibit were served on the Debtor, Debtor's counsel, U.S. Trustee, all creditors and parties in interest. Each was given 30 days in which to file a written objection with the Court. Neither the Trustee nor the U.S. Bankruptcy Court Clerk has received an objection.

It is the opinion of the Court that the Trustee's motion is well taken.

It is **ORDERED** that the Trustee's recommendations regarding the allowance and disallowance of claims filed and the amounts of those claims are thereby **APPROVED.**

It is further **ORDERED** that this is a final determination as to the amount, allowance and disallowance of all claims listed on Exhibit A attached to the Trustee's motion.

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 8/27/2020

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

IN RE: FAWN [redacted] FENTON xxx-xx-2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker

ORDER ALLOWING AND DISALLOWING CLAIMS

The Trustee, John C. McLemore, has moved the Court to allow and disallow claims filed in this proceeding as set forth in Exhibit A to the motion.

A copy of the motion and accompanying exhibit were served on the Debtor, Debtor's counsel, U.S. Trustee, all creditors and parties in interest. Each was given 30 days in which to file a written objection with the Court. Neither the Trustee nor the U.S. Bankruptcy Court Clerk has received an objection.

It is the opinion of the Court that the Trustee's motion is well taken.

It is **ORDERED** that the Trustee's recommendations regarding the allowance and disallowance of claims filed and the amounts of those claims are thereby **APPROVED.**

It is further **ORDERED** that this is a final determination as to the amount, allowance and disallowance of all claims listed on Exhibit A attached to the Trustee's motion.

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3 User: slw0703 Page 1 of 1 Date Rcvd: Aug 27, 2020
Form ID: pdf001 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 29, 2020.
db +Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027-4628

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 29, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 27, 2020 at the address(es) listed below:

JERRY PAUL SPORE on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com, wanda@spraginslaw.com
JOHN C. MCLEMORE gmyecfkr@gmylaw.com, jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com, rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN on behalf of Creditor BANK OF AMERICA, N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com
PAUL JOSEPH SPINA, III on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com
SHEARON WEEMS HALES on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org, bankruptcy@ascendfcu.org
US TRUSTEE ustpregion08.na.ecf@usdoj.gov

TOTAL: 7

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 8/27/2020

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

IN RE: FAWN [redacted] FENTON xxx-xx-2065 [redacted] BRENTWOOD, TN 37027 DEBTOR.	CASE NO. 19-02693-CW3-7 CHAPTER 7 JUDGE Charles M. Walker

ORDER ALLOWING AND DISALLOWING CLAIMS

The Trustee, John C. McLemore, has moved the Court to allow and disallow claims filed in this proceeding as set forth in Exhibit A to the motion.

A copy of the motion and accompanying exhibit were served on the Debtor, Debtor's counsel, U.S. Trustee, all creditors and parties in interest. Each was given 30 days in which to file a written objection with the Court. Neither the Trustee nor the U.S. Bankruptcy Court Clerk has received an objection.

It is the opinion of the Court that the Trustee's motion is well taken.

It is **ORDERED** that the Trustee's recommendations regarding the allowance and disallowance of claims filed and the amounts of those claims are thereby **APPROVED.**

It is further **ORDERED** that this is a final determination as to the amount, allowance and disallowance of all claims listed on Exhibit A attached to the Trustee's motion.

This Order was signed and entered electronically as indicated at the top of this page.

APPROVED FOR ENTRY:

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclemore@gmylaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

Form boc

United States Bankruptcy Court

MIDDLE DISTRICT OF TENNESSEE

In Re:

Fawn [redacted] Fenton

Bankruptcy Case No.
3:19−bk−02693

Chapter 7

NOTICE OF BILL OF COSTS FOR COURT FEES

You are hereby notified that the Clerk of Court requires **JOHN C. MCLEMORE, TRUSTEE** to pay **181.00 − MOTION TO SELL PROPERTY FREE & CLEAR OF LIENS UNDER SECTION 363(F)** in costs for the filing of the following in the above styled case:

Dated:9/3/20

/s/TERESA C. AZAN
Court Clerk

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

In re:	§	Case No. 3:19-BK-02693
	§	
FAWN [redacted] FENTON	§	
	§	
	§	
Debtor	§	

TRUSTEE'S FINAL REPORT (TFR)

The undersigned trustee hereby makes this Final Report and states as follows:

1. A petition under chapter 13 of the United States Bankruptcy Code was filed on 04/26/2019. The case was converted to one under Chapter 7 on 12/06/2019. The undersigned trustee was appointed on 12/06/2019.

2. The trustee faithfully and properly fulfilled the duties enumerated in 11 U.S.C. § 704.

3. All scheduled and known assets of the estate have been reduced to cash, released to the debtor as exempt property pursuant to 11 U.S.C. § 522, or have been or will be abandoned pursuant to 11 U.S.C. § 554. An individual estate property record and report showing the disposition of all property of the estate is attached as **Exhibit A**.

4. The trustee realized gross receipts of $4,400.00

Funds were disbursed in the following amounts:

Payments made under an interim distribution	$0.00
Administrative expenses	$181.00
Bank service fees	$6.33
Other Payments to creditors	$0.00
Non-estate funds paid to 3rd Parties	$0.00
Exemptions paid to the debtor	$0.00
Other payments to the debtor	$0.00
Leaving a balance on hand of[1]	$4,212.67

The remaining funds are available for distribution.

5. Attached as **Exhibit B** is a cash receipts and disbursements record for each estate bank account.

[1] The balance of funds on hand in the estate may continue to earn interest until disbursed. The interest earned prior to disbursements will be distributed pro rata to creditors within each priority category. The trustee may receive additional compensation not to exceed the maximum compensation set forth under 11 U.S.C. § 326(a) on account of the disbursement of the additional interest.

6. The deadline for filing non-governmental claims in this case was 05/04/2020 and the deadline for filing government claims was _____. All claims of each class which will receive a distribution have been examined and any objections to the allowance of claims have been resolved. If applicable, a claims analysis, explaining why payment on any claim is not being made, is attached as **Exhibit C**.

7. The Trustee's proposed distribution is attached as **Exhibit D**.

8. Pursuant to 11 U.S.C. § 326(a), the maximum compensation allowable to the trustee is $1,100.00. To the extent that additional interest is earned before case closing, the maximum compensation may increase.

The trustee has received $0.00 as interim compensation and now requests the sum of $1,100.00, for a total compensation of $1,100.00[2]. In addition, the trustee received reimbursement for reasonable and necessary expenses in the amount of $0.00, and now requests reimbursement for expenses of $83.69, for total expenses of $83.69.

Pursuant to Fed R Bank P 5009, I hereby certify, under penalty of perjury, that the foregoing report is true and correct.

Date: 10/20/2020 By: /s/ John C. McLemore
Trustee

STATEMENT: This Uniform form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

[2] If the estate is administratively insolvent, the dollar amounts reflected in this paragraph may be higher than the amounts listed in the Trustee's Proposed Distribution (Exhibit D).

FRBP Violated: #3:19-bk-02693

TNJudicial.org/c/a/jrf003.pdf

FORM 1
INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES

 Exhibit A

Case No.: 19-02693-CW3-7
Case Name: FENTON, FAWN [redacted]
For the Period Ending: 10/20/2020

Trustee Name: John C. McLemore
Date Filed (f) or Converted (c): 12/06/2019 (c)
§341(a) Meeting Date: 01/06/2020
Claims Bar Date: 05/04/2020

1		2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)		**Petition/ Unscheduled Value**	**Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)**	**Property Abandoned OA =§ 554(a) abandon.**	**Sales/Funds Received by the Estate**	**Asset Fully Administered (FA)/ Gross Value of Remaining Assets**
Ref. #						
1	2017 Toyota Prius Mileage: 30,000 Other Information: VIN: [redacted]	$14,500.00	$6,188.16		$4,400.00	FA
2	Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items	$1,420.00	$0.00		$0.00	FA
3	TV, Tablet	$575.00	$0.00		$0.00	FA
4	Breyer Horses	$450.00	$0.00		$0.00	FA
5	AR15, FN-FAL, Glock 23, Rugger SP101	$2,750.00	$50.00		$0.00	FA
6	Clothing/Shoes/Purse	$500.00	$0.00		$0.00	FA
7	Wedding Ring $1500 and Costume jewelry	$1,200.00	$300.00		$0.00	FA
Asset Notes:	Jeweler said worth $300. Burdensome Asset.					
8	Dog, 2 Bunnies, Fish	$0.00	$0.00		$0.00	FA
9	Items in storage Books, Luggage, Pet Supplies, Christmas Decorations	$435.00	$0.00		$0.00	FA
10	2 Aquarium located at [redacted]	$425.00	$0.00		$0.00	FA
11	Cash	$200.00	$0.00		$0.00	FA
12	Checking First Farmers & Merchants	$1,349.36	$0.00		$0.00	FA
13	Checking Ascend Federal CU	$0.00	$0.00		$0.00	FA
14	Savings First Farmers & Merchants	$1,350.65	$0.00		$0.00	FA
15	Savings Ascend Federal CU	$272.60	$0.00		$0.00	FA
16	Checking MIT FCU (u)	$255.00	$0.00		$0.00	FA
17	Savings MIT FCU (u)	$200.55	$0.00		$0.00	FA
18	Cellphone, Laptop (u)	$550.00	$0.00		$0.00	FA
TOTALS (Excluding unknown value)		**$26,433.16**	**$6,538.16**		**$4,400.00**	**Gross Value of Remaining Assets $0.00**

Major Activities affecting case closing:
07/21/2020 Filed Amended Claims Recommendation.

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

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)

DOC: 003 | Page 473 of 508

JRF.003.1473.00

FRBP Violated: #3:19-bk-02693

TNJudicial.org/cja/jrf003.pdf

FORM 1
INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES

 Exhibit A

Case No.: 19-02693-CW3-7
Case Name: FENTON, FAWN [redacted]
For the Period Ending: 10/20/2020

Trustee Name: John C. McLemore
Date Filed (f) or Converted (c): 12/06/2019 (c)
§341(a) Meeting Date: 01/06/2020
Claims Bar Date: 05/04/2020

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	**Petition/ Unscheduled Value**	**Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)**	**Property Abandoned OA =§ 554(a) abandon.**	**Sales/Funds Received by the Estate**	**Asset Fully Administered (FA)/ Gross Value of Remaining Assets**

07/07/2020	PC with Virginia Story 615-790-1778 who represents the Debtor in her Williamson County Divorce (Judge Binkley)
07/02/2020	PC from Jeff Fenton?? Debtor's former husband talked with him for more than 30 minutes.
05/27/2020	Filed Mt to Allow/Disallow Claims.
05/13/2020	Email to Jodie Thresher re: claims.
04/15/2020	Fawn Fenton picked up her ring.
04/01/2020	Email to Jody Thresher and Mary Beth Ausbrooks about Debtor's ring
03/19/2020	Filed Report of Sale.
03/19/2020	Jeweler said diamond ring and wedding band was worth $300. Burdensome asset. Will return ring to Debtor.
02/19/2020	Gave diamond ring and wedding band to Bobby Colson who will get a valuation.
02/10/2020	Filed Mt to Sell Equity in Vehicle to Debtor for $4,400.
02/03/2020	Claims bar 5/4/2020.
01/30/2020	Debtor wants to buy equity in vehicle
01/30/2020	Email to Jodie Thresher about wedding ring.
01/28/2020	Calculation of value of equity in 2017 Toyota Prius
01/20/2020	PC with Paul Spina counsel for Toyota Motor Credit.
01/08/2020	Email from Jodie Thresher, Debtor's attorney - Just wanted to give you a heads up that we will be filing an Amended Schedule A/B and C on this case.
01/07/2020	Email to Mary Beth - John told Ms. Fenton yesterday that he would like an independent valuation of her 2017 Toyota Prius. See attached instructions to forward to your client.

Initial Projected Date Of Final Report (TFR):

Current Projected Date Of Final Report (TFR):

/s/ JOHN C. MCLEMORE
JOHN C. MCLEMORE

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

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)

JRF.003.1474.00

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FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No.	19-02693-CW3-7	**Trustee Name:**	John C. McLemore
Case Name:	FENTON, FAWN [redacted]	**Bank Name:**	Pinnacle Bank
Primary Taxpayer ID #:	**-***4153	**Checking Acct #:**	******0194
Co-Debtor Taxpayer ID #:		**Account Title:**	
For Period Beginning:	4/26/2019	**Blanket bond (per case limit):**	$720,000.00
For Period Ending:	10/20/2020	**Separate bond (if applicable):**	

1	2	3	4		5	6	7
Transaction Date	**Check / Ref. #**	**Paid to/ Received From**	**Description of Transaction**	**Uniform Tran Code**	**Deposit $**	**Disbursement $**	**Balance**
02/05/2020	(1)	Diane D. Winters	Equity in 2017 Toyota Prius per 2-10-2020 Motion to Sell [Dkt. No. 99]	1129-000	$4,400.00		$4,400.00
07/31/2020		Pinnacle Bank	Service Charge	2600-000		$77.00	$4,323.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		($77.00)	$4,400.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		$6.33	$4,393.67
09/03/2020	3001	U.S. Bankruptcy Court Clerk	Motion to Sell Filing Fee (Docket No. 99)	2700-000		$181.00	$4,212.67
			TOTALS:		$4,400.00	$187.33	$4,212.67
			Less: Bank transfers/CDs		$0.00	$0.00	
			Subtotal		$4,400.00	$187.33	
			Less: Payments to debtors		$0.00	$0.00	
			Net		$4,400.00	$187.33	

For the period of 4/26/2019 to 10/20/2020

Total Compensable Receipts:	$4,400.00
Total Non-Compensable Receipts:	$0.00
Total Comp/Non Comp Receipts:	$4,400.00
Total Internal/Transfer Receipts:	$0.00
Total Compensable Disbursements:	$187.33
Total Non-Compensable Disbursements:	$0.00
Total Comp/Non Comp Disbursements:	$187.33
Total Internal/Transfer Disbursements:	$0.00

For the entire history of the account between 02/03/2020 to 10/20/2020

Total Compensable Receipts:	$4,400.00
Total Non-Compensable Receipts:	$0.00
Total Comp/Non Comp Receipts:	$4,400.00
Total Internal/Transfer Receipts:	$0.00
Total Compensable Disbursements:	$187.33
Total Non-Compensable Disbursements:	$0.00
Total Comp/Non Comp Disbursements:	$187.33
Total Internal/Transfer Disbursements:	$0.00

FRBP Violated: #3:19-bk-02693
TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: 48419B)
JRF.003.1475.00
TNJudicial.org/c/a/jrf003.pdf
Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)
DOC: 003 | Page 475 of 508

FRBP Violated: #3:19-bk-02693

TNJudicial.org/c/a/jrf003.pdf

FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No.	19-02693-CW3-7	**Trustee Name:**	John C. McLemore
Case Name:	FENTON, FAWN [redacted]	**Bank Name:**	Pinnacle Bank
Primary Taxpayer ID #:	**-***4153	**Checking Acct #:**	******0194
Co-Debtor Taxpayer ID #:		**Account Title:**	
For Period Beginning:	4/26/2019	**Blanket bond (per case limit):**	$720,000.00
For Period Ending:	10/20/2020	**Separate bond (if applicable):**	

1	2	3	4		5	6	7
Transaction Date	**Check / Ref. #**	**Paid to/ Received From**	**Description of Transaction**	**Uniform Tran Code**	**Deposit $**	**Disbursement $**	**Balance**

TOTAL - ALL ACCOUNTS	**NET DEPOSITS**	**NET DISBURSE**	**ACCOUNT BALANCES**
	$4,400.00	$187.33	$4,212.67

For the period of 4/26/2019 to 10/20/2020

Total Compensable Receipts:	$4,400.00
Total Non-Compensable Receipts:	$0.00
Total Comp/Non Comp Receipts:	$4,400.00
Total Internal/Transfer Receipts:	$0.00
Total Compensable Disbursements:	$187.33
Total Non-Compensable Disbursements:	$0.00
Total Comp/Non Comp Disbursements:	$187.33
Total Internal/Transfer Disbursements:	$0.00

For the entire history of the case between 12/06/2019 to 10/20/2020

Total Compensable Receipts:	$4,400.00
Total Non-Compensable Receipts:	$0.00
Total Comp/Non Comp Receipts:	$4,400.00
Total Internal/Transfer Receipts:	$0.00
Total Compensable Disbursements:	$187.33
Total Non-Compensable Disbursements:	$0.00
Total Comp/Non Comp Disbursements:	$187.33
Total Internal/Transfer Disbursements:	$0.00

/s/ JOHN C. MCLEMORE

JOHN C. MCLEMORE

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

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)

JRF.003.1476.00

DOC: 003 | Page 476 of 508

FRBP Violated: #3:19-bk-02693

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

JRF.003.1477.00

TNJudicial.org/c/a/jrf003.pdf

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)

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CLAIM ANALYSIS REPORT

 Exhibit C

Case No. 19-02693-CW3-7
Case Name: FENTON, FAWN [redacted]
Claims Bar Date: 05/04/2020

Trustee Name: John C. McLemore
Date: 10/20/2020

Claim No.:	Creditor Name	Claim Date	Claim Class	Claim Status	Uniform Tran Code	Scheduled Amount	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
	JOHN C. MCLEMORE 2000 Richard Jones Rd., Ste. 250 Nashville TN 37215	02/10/2020	Trustee Expenses - Ch 7	Allowed	2200-000	$0.00	$83.69	$83.69	$0.00	$0.00	$0.00	$83.69
	JOHN C. MCLEMORE 2000 Richard Jones Rd., Ste. 250 Nashville TN 37215	09/03/2020	Trustee Compensation	Allowed	2100-000	$0.00	$1,100.00	$1,100.00	$0.00	$0.00	$0.00	$1,100.00
	U.S. BANKRUPTCY COURT CLERK	09/03/2020	Court Costs and Fees	Allowed	2700-000	$0.00	$181.00	$181.00	$181.00	$0.00	$0.00	$0.00
1	IRS INSOLVENCY 801 Broadway Room 285 MDP 146 Nashville TN 37203	05/08/2019	Priority	Allowed	5800-000	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Claim Notes:	Allow/Zero Balance											
2	ASCEND FEDERAL CREDIT UNION P. O. Box 1210 Tullahoma TN 37388	05/16/2019	General Unsecured	Allowed	7100-000	$12,900.65	$12,900.65	$12,900.65	$0.00	$0.00	$0.00	$12,900.65
Claim Notes:	Allow/Unsecured											
3	ASCEND FEDERAL CREDIT UNION P. O. Box 1210 Tullahoma TN 37388	05/16/2019	General Unsecured	Allowed	7100-000	$4,212.89	$5,000.00	$2,990.00	$0.00	$0.00	$0.00	$2,990.00
Claim Notes:	Allow/Unsecured - See AO 1-21-2020 (Docket No. 93)											
4	AMERICAN EXPRESS NATIONAL BANK c/o Becket and Lee LLP PO Box 3001 Malvern PA 19355-0701	05/29/2019	General Unsecured	Allowed	7100-000	$9,518.02	$9,518.02	$9,518.02	$0.00	$0.00	$0.00	$9,518.02
Claim Notes:	Allow/Unsecured											
5	CAPITAL ONE BANK (USA), N.A. by American InfoSource as agent PO Box 71083 Charlotte NC 28272-1083	06/05/2019	General Unsecured	Allowed	7100-000	$9,906.18	$9,906.18	$9,906.18	$0.00	$0.00	$0.00	$9,906.18
Claim Notes:	Allow/Unsecured											

FRBP Violated: #3:19-bk-02693

TNJudicial.org/c/a/jrf003.pdf

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)

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

DOC: 003 | Page 478 of 508

JRF.003.1478.00

CLAIM ANALYSIS REPORT Exhibit C

Case No. 19-02693-CW3-7
Case Name: FENTON, FAWN [redacted]
Claims Bar Date: 05/04/2020

Trustee Name: John C. McLemore
Date: 10/20/2020

Claim No.:	Creditor Name	Claim Date	Claim Class	Claim Status	Uniform Tran Code	Scheduled Amount	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
6	BANCORPSOUTH BANK P.O. Box 4360 Tupelo MS 38803	06/06/2019	Secured	Disallowed	4110-000	$0.00	$54,863.54	$0.00	$0.00	$0.00	$0.00	$0.00
Claim Notes:	Paid in Full/No Further Action is Necessary											
7	TOYOTA MOTOR CREDIT CORPORATION PO Box 9013 Tex 75001	06/25/2019	Secured	Disallowed	4210-000	$11,672.82	$12,600.00	$0.00	$0.00	$0.00	$0.00	$0.00
Claim Notes:	Reaffirmed by Debtor/No Further Action is Necessary											
8	SPECIALIZED LOAN SERVICING LLC 8742 Lucent Blvd, Suite 300 Highlands Ranch CO 80129	06/27/2019	Secured	Disallowed	4110-000	$0.00	$240,727.38	$0.00	$0.00	$0.00	$0.00	$0.00
Claim Notes:	Paid in Full/No Further Action is Necessary											
							$346,880.46	**$36,679.54**	**$181.00**	**$0.00**	**$0.00**	**$36,498.54**

FRBP Violated: #3:19-bk-02693

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

JRF.003.1479.00

TNJudicial.org/c/a/jrf003.pdf

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)

DOC: 003 | Page 479 of 508

Case No. 19-02693-CW3-7
Case Name: FENTON, FAWN [redacted]
Claims Bar Date: 05/04/2020

Trustee Name: John C. McLemore
Date: 10/20/2020

CLAIM CLASS SUMMARY TOTALS

Claim Class	Claim Amount	Amount Allowed	Amount Paid	Interest	Tax	Net Remaining Balance
Court Costs and Fees	$181.00	$181.00	$181.00	$0.00	$0.00	$0.00
General Unsecured	$37,324.85	$35,314.85	$0.00	$0.00	$0.00	$35,314.85
Priority	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Secured	$308,190.92	$0.00	$0.00	$0.00	$0.00	$0.00
Trustee Compensation	$1,100.00	$1,100.00	$0.00	$0.00	$0.00	$1,100.00
Trustee Expenses - Ch 7	$83.69	$83.69	$0.00	$0.00	$0.00	$83.69

Exhibit D

TRUSTEE'S PROPOSED DISTRIBUTION

Case No.: 3:19-BK-02693
Case Name: FAWN [redacted] FENTON
Trustee Name: John C. McLemore

Balance on hand: $4,212.67

Claims of secured creditors will be paid as follows: NONE

Total to be paid to secured creditors: $0.00
Remaining balance: $4,212.67

Applications for chapter 7 fees and administrative expenses have been filed as follows:

Reason/Applicant	Total Requested	Interim Payments to Date	Proposed Payment
John C. McLemore, Trustee Fees	$1,100.00	$0.00	$1,100.00
John C. McLemore, Trustee Expenses	$83.69	$0.00	$83.69
U.S. Bankruptcy Court Clerk, Clerk of the Court Costs	$181.00	$181.00	$0.00

Total to be paid for chapter 7 administrative expenses: $1,183.69
Remaining balance: $3,028.98

Applications for prior chapter fees and administrative expenses have been filed as follows: NONE

Total to be paid to prior chapter administrative expenses: $0.00
Remaining balance: $3,028.98

In addition to the expenses of administration listed above as may be allowed by the Court, priority claims totaling $0.00 must be paid in advance of any dividend to general (unsecured) creditors.

Allowed priority claims are: NONE

Total to be paid to priority claims: $0.00
Remaining balance: $3,028.98

The actual distribution to wage claimants included above, if any, will be the proposed payment less applicable withholding taxes (which will be remitted to the appropriate taxing authorities).

Timely claims of general (unsecured) creditors totaling $35,314.85 have been allowed and will be paid *pro rata* only after all allowed administrative and priority claims have been paid in full. The timely allowed general (unsecured) dividend is anticipated to be 8.6 percent, plus interest (if applicable).

Timely allowed general (unsecured) claims are as follows:

Claim No.	Claimant	Allowed Amt. of Claim	Interim Payments to Date	Proposed Amount
2	Ascend Federal Credit Union	$12,900.65	$0.00	$1,106.50
3	Ascend Federal Credit Union	$2,990.00	$0.00	$256.45
4	American Express National Bank	$9,518.02	$0.00	$816.37
5	Capital One Bank (USA), N.A.	$9,906.18	$0.00	$849.66

Total to be paid to timely general unsecured claims: $3,028.98
Remaining balance: $0.00

Tardily filed claims of general (unsecured) creditors totaling $0.00 have been allowed and will be paid *pro rata* only after all allowed administrative, priority and timely filed general (unsecured) claims have been paid in full. The tardily filed claim dividend is anticipated to be 0.0 percent, plus interest (if applicable).

Tardily filed general (unsecured) claims are as follows: NONE

Total to be paid to tardily filed general unsecured claims: $0.00
Remaining balance: $0.00

Subordinated unsecured claims for fines, penalties, forfeitures, or damages and claims ordered subordinated by the Court totaling $0.00 have been allowed and will be paid *pro rata* only after all allowed administrative, priority and general (unsecured) claims have been paid in full. The dividend for subordinated unsecured claims is anticipated to be 0.0 percent, plus interest (if applicable).

Subordinated unsecured claims for fines, penalties, forfeitures or damages and claims ordered subordinated by the Court are as follows: NONE

Total to be paid for subordinated claims: $0.00
Remaining balance: $0.00

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

In re:	§	Case No. 3:19-BK-02693
	§	
FAWN [redacted] FENTON	§	
	§	
	§	
Debtor(s)	§	

SUMMARY OF TRUSTEE'S FINAL REPORT AND APPLICATIONS FOR COMPENSATION

The Final Report shows receipts of	$4,400.00
and approved disbursements of	$187.33
leaving a balance on hand of[1]*:*	$4,212.67

Claims of secured creditors will be paid as follows: NONE

Total to be paid to secured creditors:	$0.00
Remaining balance:	$4,212.67

Applications for chapter 7 fees and administrative expenses have been filed as follows:

Reason/Applicant	Total Requested	Interim Payments to Date	Proposed Payment
John C. McLemore, Trustee Fees	$1,100.00	$0.00	$1,100.00
John C. McLemore, Trustee Expenses	$83.69	$0.00	$83.69
U.S. Bankruptcy Court Clerk, Clerk of the Court Costs	$181.00	$181.00	$0.00

Total to be paid for chapter 7 administrative expenses:	$1,183.69
Remaining balance:	$3,028.98

Applications for prior chapter fees and administrative expenses have been filed as follows: NONE

[1] The balance of funds on hand in the estate may continue to earn interest until disbursed. The interest earned prior to disbursement will be distributed pro rata to creditors within each priority category. The trustee may receive additional compensation not to exceed the maximum compensation set forth under 11 U.S.C. § 326(a) on account of disbursement of the additional interest.

Total to be paid to prior chapter administrative expenses: $0.00
Remaining balance: $3,028.98

In addition to the expenses of administration listed above as may be allowed by the Court, priority claims totaling $0.00 must be paid in advance of any dividend to general (unsecured) creditors.

Allowed priority claims are: NONE

Total to be paid to priority claims: $0.00
Remaining balance: $3,028.98

The actual distribution to wage claimants included above, if any, will be the proposed payment less applicable withholding taxes (which will be remitted to the appropriate taxing authorities).

Timely claims of general (unsecured) creditors totaling $35,314.85 have been allowed and will be paid *pro rata* only after all allowed administrative and priority claims have been paid in full. The timely allowed general (unsecured) dividend is anticipated to be 8.6 percent, plus interest (if applicable).

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4	American Express National Bank	$9,518.02	$0.00	$816.37
5	Capital One Bank (USA), N.A.	$9,906.18	$0.00	$849.66

Total to be paid to timely general unsecured claims: $3,028.98
Remaining balance: $0.00

Tardily filed claims of general (unsecured) creditors totaling $0.00 have been allowed and will be paid *pro rata* only after all allowed administrative, priority and timely filed general (unsecured) claims have been paid in full. The tardily filed claim dividend is anticipated to be 0.0 percent, plus interest (if applicable).

Tardily filed general (unsecured) claims are as follows: NONE

Total to be paid to tardily filed general unsecured claims: $0.00
Remaining balance: $0.00

Subordinated unsecured claims for fines, penalties, forfeitures, or damages and claims ordered subordinated by the Court totaling $0.00 have been allowed and will be paid *pro rata* only after all allowed administrative, priority and general (unsecured) claims have been paid in full. The dividend for subordinated unsecured claims is anticipated to be 0.0 percent, plus interest (if applicable).

Subordinated unsecured claims for fines, penalties, forfeitures or damages and claims ordered subordinated by the Court are as follows: NONE

Total to be paid for subordinated claims:	$0.00
Remaining balance:	$0.00

Prepared By: /s/ John C. McLemore
Trustee

John C. McLemore
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215

STATEMENT: This Uniform Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

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

In re: **FAWN [redacted] FENTON** Case No: **3:19-02693-CMW**

Debtor(s) §

THE DEADLINE FOR FILING A TIMELY RESPONSE IS: Nov 23, 2020
IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE: 10:00 a.m. **; Dec 1, 2020 ;**
Court Room 2, Customs House 701 Broadway , Nashville TN 37203

NOTICE OF SUMMARY OF TRUSTEE'S FINAL REPORT AND APPLICATION FOR COMPENSATION AND DEADLINE TO OBJECT (NFR)

Pursuant to Fed.R.Bankr.P. 2002(a)(6) and 2002(f)(8), please take notice that **John C McLemore**, trustee of the above styled estate, has filed a Final Report and the trustee and the trustee's professionals have filed final fee applications, which are summarized in the attached Summary of Trustee's Final Report and Application for Compensation.

The complete Final Report and all applications for compensation are available for inspection at the Office of the Clerk, at the following address:

U.S. Bankruptcy Court, 701 Broadway, Room 170, Nashville, TN 37203
(Monday - Friday, 8:00 a.m. - 4:00 p.m.)

Any person wishing to object to any fee application that has not already been approved or to the Final Report must file a written objection by **Nov 23, 2020** , together with a request for a hearing and serve a copy of both upon the trustee, any party whose application is being challenged and the United States Trustee. A hearing on the fee application and any objection to the Final Report will be held at 10:00 a.m. **on Dec 1, 2020 ; Court Room 2 , Customs House 701 Broadway Nashville, TN 37203**. If no objections are timely filed, the court will act on the fee application and approve the trustee's compensation and expenses, and disbursements will be made as proposed pursuant to FRBP 3009 without further order of the Court.

YOUR RIGHTS MAY BE AFFECTED. Absent timely response, the court will approve the trustee's compensation and expenses and the pending fee application and disbursements will be made as proposed. If you do not want the court to grant the motion or the trustee to make the disbursements as proposed, then on or before **Nov 23, 2020** , you or your attorney must:

1. File with the Court your written response or objection explaining your position:

Electronically: https://ecf.tnmb.uscourts.gov (Required for registered Filers and Users who have accepted electronic notice in this case.)

By Mail at: US Bankruptcy Court, 701 Broadway, Room 170, Nashville, TN 37203

In Person: US Bankruptcy Court, 701 Broadway, Room 170, Nashville, TN (Monday - Friday, 8:00 a.m. - 4:00 p.m.)

2. **Your response must state the deadline for filing responses is Nov 23, 2020 the date of the scheduled hearing is Dec 1, 2020 , and the NOTICE to which you are responding is the Trustee's Final Report.** If you want a file stamped copy returned, you must include an extra copy and self-addressed, stamped envelope.

3. **If you do not file your response electronically, you must also mail a copy of your response to:**
John C McLemore, 2000 Richard Jones Rd, Ste. 250, Nashville TN 37215
United States Trustee, 318 Customs House, 701 Broadway, Nashville, TN 37203

If a timely response is filed, the hearing will be held at the time and place indicated above. **THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.** You may check whether a timely response has been filed by calling the Clerk's office at 615-736-5584 or viewing the case on the Court's website at ecf.tnmb.uscourts.gov. If you received this notice by mail, you may have three additional days in which to file a timely response under Rule 9006(f) of the Federal Rules of Bankruptcy Procedure.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the notice, motion and proposed order and may enter an order granting that relief.

Date: **Oct 23, 2020**

By: TERESA C. AZAN
Clerk
BY: /s/ SLW
Deputy Clerk

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

In re:	§	Case No. 3:19-BK-02693
	§	
FAWN [redacted] FENTON	§	
	§	
	§	
Debtor(s)	§	

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AND APPLICATIONS FOR COMPENSATION

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[1] The balance of funds on hand in the estate may continue to earn interest until disbursed. The interest earned prior to disbursement will be distributed pro rata to creditors within each priority category. The trustee may receive additional compensation not to exceed the maximum compensation set forth under 11 U.S.C. § 326(a) on account of disbursement of the additional interest.

UST Form 101-7-NFR (10/1/2010)
Case 3:19-bk-02693 Doc 138 Filed 10/23/20 Entered 10/23/20 07:53:50 Desc Main
Document Page 3 of 5
FRBP Violated: #3:19-bk-02693 TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: 48419B) JRF.003.1488.00

Total to be paid to prior chapter administrative expenses: $0.00
Remaining balance: $3,028.98

In addition to the expenses of administration listed above as may be allowed by the Court, priority claims totaling $0.00 must be paid in advance of any dividend to general (unsecured) creditors.

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5	Capital One Bank (USA), N.A.	$9,906.18	$0.00	$849.66

Total to be paid to timely general unsecured claims: $3,028.98
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Tardily filed general (unsecured) claims are as follows: NONE

Total to be paid to tardily filed general unsecured claims: $0.00
Remaining balance: $0.00

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Subordinated unsecured claims for fines, penalties, forfeitures or damages and claims ordered subordinated by the Court are as follows: NONE

Total to be paid for subordinated claims:	$0.00
Remaining balance:	$0.00

Prepared By: /s/ John C. McLemore
Trustee

John C. McLemore
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215

STATEMENT: This Uniform Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

Form npubstfr (12/13)

UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
Case No. 3:19-bk-02693
Chapter 7

In re:

Fawn [redacted] Fenton
[redacted]
Brentwood, TN 37027

Social Security No.:
xxx-xx-2065

NOTICE OF PUBLICATION OF SUMMARY OF TRUSTEE'S FINAL REPORT

You are hereby notified that a Notice of Summary of Trustee's Final Report and Application for Compensation and Deadline to Object has been filed in the case referenced above. The deadline for objections and responses is contained in the published Notice.

The Notice and its attached complete Summary of Trustee's Final Report and Application for Compensation and Deadline to Object may be viewed on and downloaded from the court's website at www.tnmb.uscourts.gov/summary-trustees-final-reports free of charge. If no electronic viewing means is available, you may request a free copy by calling the U.S. Bankruptcy Court at (615) 736-5584, or by writing to or visiting the Clerk's office located at 701 Broadway, Room 170, Nashville, Tennessee 37203.

Dated: 10/23/20

TERESA C. AZAN
Clerk, U.S. Bankruptcy Court

BY: /s/ slw
Deputy Clerk

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor(s)

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3 User: slw0703 Page 1 of 3
Date Rcvd: Oct 23, 2020 Form ID: npubstfr Total Noticed: 27

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
++	Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.P.2002(g)(4).

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 25, 2020:

Recip ID		Recipient Name and Address
db	+	Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027-4628
cr	+	Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, CO 80129-2386
cr	+	Toyota Motor Credit Corporation, c/o Spina & Lavelle PC, One Perimeter Park South, Suite 400N, Birmingham, AL 35243-2327
7055499		AMERICAN INFOSOURCE AS AGENT, ATTN: OFFICER MANAGER OR AGENT, PO BOX 71083, CHARLOTTE NC 28272-1083
6897903	+	American Express, Attn: Officer Manager or Agent, PO Box 981537, El Paso TX 79998-1537
6919358		American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
7055501	++	BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360 address filed with court:, BANCORP SOUTH, ATTN: OFFICER MANAGER OR AGENT, PO BOX 4360, TUPELO MS 38803
6897906	++	BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238 address filed with court:, Bank of America, Attn: Officer Manager or Agent, PO Box 982238, El Paso TX 79998
7055503		BECKET & LEE LLP, ATTN: OFFICER MANAGER OR AGENT, PO BOX 3001, MALVERN PA 19355-0701
6897905	+	BanCorp South, Attn: Officer Manager or Agent, 914 Murfreesboro Road, Franklin TN 37064-3003
6941837		Bank of America, N.A., PO BOX 31785, Tampa FL 33631-3785
6897907	+	Bank of America, NA, Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa FL 33634-2413
6897902		Mary Beth Ausbrooks, Rothschild & Ausbrooks PLLC, 1222 16th Avenue South, Suite 12, Nashville, TN 37212-2926
7055508	+	SPECIALIZED LOAN SERVICING, LLC, ATTN: OFFICER MANAGER OR AGENT, 8742 LUCENT BLVD., SUITE 300, HIGHLANDS RANCH CO 80129-2386
6999363	+	Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129-2386
7055509	+	TOYOTA MOTOR CREDIT CO., ATTN OFFICER MANAGER OR AGENT, PO BOX 9013, ADDISON TX 75001-9013
6897912	++	TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026 address filed with court:, Toyota Motor Credit Co., Attn Officer Manager or Agent, 5005 N River Blvd. NE, Cedar Rapids IA 52411-6634
6940151	+	Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
6897913	+	US Attorney General, US Department of Justice, 950 Pennsylvania Avenue, Washington DC 20530-0009
7055512	+	VIRGINIA LEE STORY, ATTN: OFFICER MANAGER OR AGENT, 136 FOURTH AVE. SOUTH, FRANKLIN TN 37064-2622
6897914	+	[redacted] c/o Brookside Properties, Inc., 2002 Richard Jones Road, Suite 200-C, Nashville TN 37215-2963

TOTAL: 21

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID		Notice Type: Email Address	Date/Time	Recipient Name and Address
6897904		Email/Text: bankruptcy@ascendfcu.org	Oct 24 2020 02:54:00	Ascend Federal Credit Union, Attn: Officer Manager or Agent, PO Box 1210, Tullahoma TN 37388
6911748		Email/Text: bankruptcy@ascendfcu.org	Oct 24 2020 02:54:00	Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388
6924463		Email/PDF: AIS.cocard.ebn@americaninfosource.com	Oct 24 2020 02:40:30	Capital One Bank (USA), N.A., by American InfoSource as agent, PO Box 71083, Charlotte, NC 28272-1083
6897908		Email/PDF: AIS.cocard.ebn@americaninfosource.com	Oct 24 2020 02:37:15	Capital One Bank USA NA, Attn: Officer Manager or Agent, PO Box 30281, Salt Lake City UT 84130-0281
6897911	+	Email/Text: sbse.cio.bnc.mail@irs.gov	Oct 24 2020 02:54:00	IRS Insolvency, 801 Broadway Room 285, MDP 146, Nashville TN 37203-3811
6897909		Email/PDF: ais.chase.ebn@americaninfosource.com	Oct 24 2020 02:38:54	Chase Card, Attn: Officer Manager or Agent, PO

District/off: 0650-3 User: slw0703 Page 2 of 3
Date Rcvd: Oct 23, 2020 Form ID: npubstfr Total Noticed: 27

Box 15298, Wilmington DE 19850

TOTAL: 6

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
cr	*P++	ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210, address filed with court:, Ascend Federal Credit Union, P. O. Box 1210, Tullahoma, TN 37388
cr	*P++	BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360, address filed with court:, BANCORPSOUTH BANK, P. O. BOX 4360, TUPELO, MS 38803-4360
7055500	*P++	ASCEND FEDERAL CREDIT UNION, P O BOX 1210, TULLAHOMA TN 37388-1210, address filed with court:, ASCEND FEDERAL CREDIT UNION, ATTN: OFFICER MANAGER OR AGENT, PO BOX 1210, TULLAHOMA TN 37388
6925939	*P++	BANCORPSOUTH, BANKRUPTCY DEPARTMENT, P O BOX 4360, TUPELO MS 38803-4360, address filed with court:, BancorpSouth Bank, P.O. Box 4360, Tupelo, MS 38803
7055502	*P++	BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238, address filed with court:, BANK OF AMERICA, ATTN: OFFICER MANAGER OR AGENT, PO BOX 982238, EL PASO TX 79998
6897901	*+	Fawn [redacted] Fenton, [redacted] Brentwood TN 37027-4628
7055505	*	IRS INSOLVENCY, ATTN: OFFICER MANAGER OR AGENT, PO BOX 7346, PHILADELPHIA PA 19101-7346
7055506	*+	IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
7055507	*+	IRS INSOLVENCY, 801 BROADWAY ROOM 285, MDP 146, NASHVILLE TN 37203-3811
6897910	*	IRS Insolvency, Attn: Officer Manager or Agent, PO Box 7346, Philadelphia PA 19101-7346
7055504	*P++	JPMORGAN CHASE BANK N A, BANKRUPTCY MAIL INTAKE TEAM, 700 KANSAS LANE FLOOR 01, MONROE LA 71203-4774, address filed with court:, CHASE CARD, ATTN: OFFICER MANAGER OR AGENT, PO BOX 15298, WILMINGTON DE 19850
7055510	*+	US ATTORNEY GENERAL, US DEPARTMENT OF JUSTICE, 950 PENNSYLVANIA AVENUE, WASHINGTON DC 20530-0009
7055511	*+	[redacted] C/O BROOKSIDE PROPERTIES, INC., 2002 RICHARD JONES ROAD, SUITE 200-C, NASHVILLE TN 37215-2963

TOTAL: 0 Undeliverable, 13 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Oct 25, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 23, 2020 at the address(es) listed below:

Name	Email Address
JERRY PAUL SPORE	on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com wanda@spraginslaw.com
JOHN C. MCLEMORE	gmyecfkr@gmylaw.com jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS	on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN	on behalf of Creditor BANK OF AMERICA N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;mhashim@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com

District/off: 0650-3
Date Rcvd: Oct 23, 2020

User: slw0703
Form ID: npubstfr

Page 3 of 3
Total Noticed: 27

PAUL JOSEPH SPINA, III — on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com

SHEARON WEEMS HALES — on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org bankruptcy@ascendfcu.org

US TRUSTEE — ustpregion08.na.ecf@usdoj.gov

TOTAL: 7

Form npubstfr (12/13)

UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

Case No. 3:19-bk-02693
Chapter 7

In re:

[redacted]
Brentwood, TN 37027

Social Security No.:
xxx-xx-2065

NOTICE OF PUBLICATION OF SUMMARY OF TRUSTEE'S FINAL REPORT

You are hereby notified that a Notice of Summary of Trustee's Final Report and Application for Compensation and Deadline to Object has been filed in the case referenced above. The deadline for objections and responses is contained in the published Notice.

The Notice and its attached complete Summary of Trustee's Final Report and Application for Compensation and Deadline to Object may be viewed on and downloaded from the court's website at www.tnmb.uscourts.gov/summary-trustees-final-reports free of charge. If no electronic viewing means is available, you may request a free copy by calling the U.S. Bankruptcy Court at (615) 736-5584, or by writing to or visiting the Clerk's office located at 701 Broadway, Room 170, Nashville, Tennessee 37203.

Dated: 10/23/20

TERESA C. AZAN
Clerk, U.S. Bankruptcy Court

BY: /s/ slw
Deputy Clerk

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION

In re:	§	
	§	
	§	Case No. 19-02693-CW3-7
FAWN [redacted] FENTON	§	Chapter 7
	§	Judge Charles M Walker
	§	
Debtor(s)	§	

ORDER AWARDING TRUSTEE COMPENSATION AND EXPENSES

Upon application to the Court for allowance of trustee compensation and expenses, proper notice having been given, and no objections having been made, it is hereby ORDERED that the Trustee is awarded trustee compensation of $1,100.00 and trustee expenses of $83.69, for a total of $1,183.69. The Trustee is further awarded compensation on the interest accrued on estate funds after submission of the Trustee's Final Report not to exceed the maximum compensation as provided in 11 U.S.C. § 326.

This Order was signed and entered electronically as indicated at the top of this page.

/s/ John C. McLemore
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
Phone: (615) 383-9495
Fax: (615) 292-9848
eMail: jmclemore@gmylaw.com

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 11/30/2020

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION

In re:	§	
	§	
	§	Case No. 19-02693-CW3-7
FAWN [redacted] FENTON	§	Chapter 7
	§	Judge Charles M Walker
	§	
Debtor(s)	§	

ORDER AWARDING TRUSTEE COMPENSATION AND EXPENSES

Upon application to the Court for allowance of trustee compensation and expenses, proper notice having been given, and no objections having been made, it is hereby ORDERED that the Trustee is awarded trustee compensation of $1,100.00 and trustee expenses of $83.69, for a total of $1,183.69. The Trustee is further awarded compensation on the interest accrued on estate funds after submission of the Trustee's Final Report not to exceed the maximum compensation as provided in *11 U.S.C. § 326.*

This Order was signed and entered electronically as indicated at the top of this page.

/s/ John C. McLemore
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
Phone: (615) 383-9495
Fax: (615) 292-9848
eMail: jmclemore@gmylaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

United States Bankruptcy Court
Middle District of Tennessee

In re:
Fawn [redacted] Fenton
Debtor(s)

Case No. 19-02693-CMW
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0650-3 User: slw0703 Page 1 of 2
Date Rcvd: Nov 30, 2020 Form ID: pdf001 Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 02, 2020:

Recip ID	Recipient Name and Address
db	+ Fawn [redacted] Fenton, [redacted] Brentwood, TN 37027-4628

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 02, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 30, 2020 at the address(es) listed below:

Name	Email Address
JERRY PAUL SPORE	on behalf of Creditor BANCORPSOUTH BANK jpspore@spraginslaw.com wanda@spraginslaw.com
JOHN C. MCLEMORE	gmyecfkr@gmylaw.com jcm@trustesolutions.com;jcm@trustesolutions.net
MARY ELIZABETH AUSBROOKS	on behalf of Debtor Fawn [redacted] Fenton marybeth@rothschildbklaw.com rothschildbklawnotice@gmail.com;bethmr72429@notify.bestcase.com
NATALIE BROWN	on behalf of Creditor BANK OF AMERICA N.A. nbrown@rubinlublin.com, lcaplan@rubinlublin.com;akhosla@rubinlublin.com;ruluecf@gmail.com;BKRL@ecf.courtdrive.com
PAUL JOSEPH SPINA, III	on behalf of Creditor Toyota Motor Credit Corporation pspina@spinalavelle.com

District/off: 0650-3 User: slw0703 Page 2 of 2
Date Rcvd: Nov 30, 2020 Form ID: pdf001 Total Noticed: 1

SHEARON WEEMS HALES
on behalf of Creditor Ascend Federal Credit Union shales@ascendfcu.org bankruptcy@ascendfcu.org

US TRUSTEE
ustpregion08.na.ecf@usdoj.gov

TOTAL: 7

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 11/30/2020

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE - NASHVILLE DIVISION

In re:	§	
	§	Case No. 19-02693-CW3-7
FAWN [redacted] FENTON	§	Chapter 7
	§	Judge Charles M Walker
	§	
Debtor(s)	§	

ORDER AWARDING TRUSTEE COMPENSATION AND EXPENSES

Upon application to the Court for allowance of trustee compensation and expenses, proper notice having been given, and no objections having been made, it is hereby ORDERED that the Trustee is awarded trustee compensation of $1,100.00 and trustee expenses of $83.69, for a total of $1,183.69. The Trustee is further awarded compensation on the interest accrued on estate funds after submission of the Trustee's Final Report not to exceed the maximum compensation as provided in 11 U.S.C. § 326.

This Order was signed and entered electronically as indicated at the top of this page.

/s/ John C. McLemore
John C. McLemore, Trustee
Tn. Bar No. 3430
2000 Richard Jones Rd., Ste. 250
Nashville, TN 37215
Phone: (615) 383-9495
Fax: (615) 292-9848
eMail: jmclemore@gmylaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

In re:	§	Case No. 3:19-BK-02693
	§	
FAWN [redacted] FENTON	§	
	§	
	§	
	§	
Debtor(s)	§	

CHAPTER 7 TRUSTEE'S FINAL ACCOUNT AND DISTRIBUTION REPORT CERTIFICATION THAT THE ESTATE HAS BEEN FULLY ADMINISTERED AND APPLICATION TO BE DISCHARGED (TDR)

John C. McLemore, chapter 7 trustee, submits this Final Account, Certification that the Estate has been Fully Administered and Application to be Discharged.

1) All funds on hand have been distributed in accordance with the Trustee's Final Report and, if applicable, any order of the Court modifying the Final Report. The case is fully administered and all assets and funds which have come under the trustee's control in this case have been properly accounted for as provided by law. The trustee hereby requests to be discharged from further duties as a trustee.

2) A summary of assets abandoned, assets exempt, total distributions to claimants, claims discharged without payment, and expenses of administration is provided below:

Assets Abandoned: *(without deducting any secured claims)*	$1,250.00	Assets Exempt:	$11,000.00
Total Distributions to Claimants:	$3,028.98	Claims Discharged Without Payment:	$55,593.59
Total Expenses of Administration:	$1,371.02		

3) Total gross receipts of $4,400.00 (see **Exhibit 1**), minus funds paid to the debtor(s) and third parties of $0.00 (see **Exhibit 2),** yielded net receipts of $4,400.00 from the liquidation of the property of the estate, which was distributed as follows:

	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
Secured Claims (from **Exhibit 3**)	$11,672.82	$308,190.92	$0.00	$0.00
Priority Claims:				
Chapter 7 Admin. Fees and Charges (from **Exhibit 4**)	NA	$1,371.02	$1,371.02	$1,371.02
Prior Chapter Admin. Fees and Charges (from **Exhibit 5**)	NA	$0.00	$0.00	$0.00
Priority Unsecured Claims (From **Exhibit 6**)	$0.00	$0.00	$0.00	$0.00
General Unsecured Claims (from **Exhibit 7**)	$59,845.46	$37,324.85	$35,314.85	$3,028.98
Total Disbursements	$71,518.28	$346,886.79	$36,685.87	$4,400.00

4). This case was originally filed under chapter 0 on 04/26/2019. The case was converted to one under Chapter 7 on 12/06/2019. The case was pending for 13 months.

5). All estate bank statements, deposit slips, and canceled checks have been submitted to the United States Trustee.

6). An individual estate property record and report showing the final accounting of the assets of the estate is attached as **Exhibit 8**. The cash receipts and disbursements records for each estate bank account, showing the final accounting of the receipts and disbursements of estate funds is attached as **Exhibit 9**.

Pursuant to Fed R Bank P 5009, I hereby certify, under penalty of perjury, that the foregoing report is true and correct.

Dated: 01/09/2021 By: /s/ John C. McLemore
Trustee

STATEMENT: This Uniform Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

EXHIBITS TO
FINAL ACCOUNT

EXHIBIT 1 – GROSS RECEIPTS

DESCRIPTION	UNIFORM TRAN. CODE	AMOUNT RECEIVED
2017 Toyota Prius Mileage: 30,000 Other Information: VIN: [redacted]	1129-000	$4,400.00
TOTAL GROSS RECEIPTS		$4,400.00

The Uniform Transaction Code is an accounting code assigned by the trustee for statistical reporting purposes.

EXHIBIT 2 – FUNDS PAID TO DEBTOR & THIRD PARTIES
NONE

EXHIBIT 3 – SECURED CLAIMS
NONE

CLAIM NUMBER	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
6	BancorpSouth Bank	4110-000	$0.00	$54,863.54	$0.00	$0.00
7	Toyota Motor Credit Corporation	4210-000	$11,672.82	$12,600.00	$0.00	$0.00
8	Specialized Loan Servicing LLC	4110-000	$0.00	$240,727.38	$0.00	$0.00
TOTAL SECURED CLAIMS			$11,672.82	$308,190.92	$0.00	$0.00

EXHIBIT 4 – CHAPTER 7 ADMINISTRATIVE FEES and CHARGES

PAYEE	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
John C. McLemore, Trustee	2100-000	NA	$1,100.00	$1,100.00	$1,100.00
John C. McLemore, Trustee	2200-000	NA	$83.69	$83.69	$83.69
Pinnacle Bank	2600-000	NA	$6.33	$6.33	$6.33
U.S. Bankruptcy Court Clerk	2700-000	NA	$181.00	$181.00	$181.00
TOTAL CHAPTER 7 ADMIN. FEES AND CHARGES		NA	$1,371.02	$1,371.02	$1,371.02

EXHIBIT 5 – PRIOR CHAPTER ADMINISTRATIVE FEES and CHARGES
NONE

EXHIBIT 6 – PRIORITY UNSECURED CLAIMS

CLAIM	CLAIMANT	UNIFORM	CLAIMS	CLAIMS	CLAIMS	CLAIMS

NUMBER		TRAN. CODE	SCHEDULED	ASSERTED	ALLOWED	PAID
1	IRS Insolvency	5800-000	$0.00	$0.00	$0.00	$0.00
TOTAL PRIORITY UNSECURED CLAIMS			$0.00	$0.00	$0.00	$0.00

EXHIBIT 7 – GENERAL UNSECURED CLAIMS

CLAIM NUMBER	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
2	Ascend Federal Credit Union	7100-000	$12,900.65	$12,900.65	$12,900.65	$1,106.50
3	Ascend Federal Credit Union	7100-000	$4,212.89	$5,000.00	$2,990.00	$256.45
4	American Express National Bank	7100-000	$9,518.02	$9,518.02	$9,518.02	$816.37
5	Capital One Bank (USA), N.A.	7100-000	$9,906.18	$9,906.18	$9,906.18	$849.66
	BanCorp South	7100-000	$0.00	$0.00	$0.00	$0.00
	Bank of America	7100-000	$11,793.22	$0.00	$0.00	$0.00
	Chase Card	7100-000	$0.00	$0.00	$0.00	$0.00
	Specialized Loan Servicing, LLC	7100-000	$0.00	$0.00	$0.00	$0.00
	Virginia Lee Story	7100-000	$11,514.50	$0.00	$0.00	$0.00
TOTAL GENERAL UNSECURED CLAIMS			$59,845.46	$37,324.85	$35,314.85	$3,028.98

FRBP Violated: #3:19-bk-02693
TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: 48419B)
JRF.003.1505.00
TNJudicial.org/c/a/jf003.pdf
Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)
DOC: 003 | Page 505 of 508

FORM 1
INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES

 Exhibit 8

Case No.: 19-02693-CW3-7
Case Name: FENTON, FAWN [redacted]
For the Period Ending: 1/9/2021

Trustee Name: John C. McLemore
Date Filed (f) or Converted (c): 12/06/2019 (c)
§341(a) Meeting Date: 01/06/2020
Claims Bar Date: 05/04/2020

1		2	3	4	5	6
Ref. #	**Asset Description (Scheduled and Unscheduled (u) Property)**	**Petition/ Unscheduled Value**	**Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)**	**Property Abandoned OA =§ 554(a) abandon.**	**Sales/Funds Received by the Estate**	**Asset Fully Administered (FA)/ Gross Value of Remaining Assets**
1	2017 Toyota Prius Mileage: 30,000 Other Information: VIN: [redacted]	$14,500.00	$6,188.16		$4,400.00	FA
2	Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items	$1,420.00	$0.00		$0.00	FA
3	TV, Tablet	$575.00	$0.00		$0.00	FA
4	Breyer Horses	$450.00	$0.00		$0.00	FA
5	AR15, FN-FAL, Glock 23, Rugger SP101	$2,750.00	$50.00		$0.00	FA
6	Clothing/Shoes/Purse	$500.00	$0.00		$0.00	FA
7	Wedding Ring $1500 and Costume jewelry	$1,200.00	$300.00		$0.00	FA
Asset Notes:	Jeweler said worth $300. Burdensome Asset.					
8	Dog, 2 Bunnies, Fish	$0.00	$0.00		$0.00	FA
9	Items in storage Books, Luggage, Pet Supplies, Christmas Decorations	$435.00	$0.00		$0.00	FA
10	2 Aquarium located at [redacted]	$425.00	$0.00		$0.00	FA
11	Cash	$200.00	$0.00		$0.00	FA
12	Checking First Farmers & Merchants	$1,349.36	$0.00		$0.00	FA
13	Checking Ascend Federal CU	$0.00	$0.00		$0.00	FA
14	Savings First Farmers & Merchants	$1,350.65	$0.00		$0.00	FA
15	Savings Ascend Federal CU	$272.60	$0.00		$0.00	FA
16	Checking MIT FCU (u)	$255.00	$0.00		$0.00	FA
17	Savings MIT FCU (u)	$200.55	$0.00		$0.00	FA
18	Cellphone, Laptop (u)	$550.00	$0.00		$0.00	FA
TOTALS (Excluding unknown value)		**$26,433.16**	**$6,538.16**		**$4,400.00**	**Gross Value of Remaining Assets $0.00**

Major Activities affecting case closing:
07/21/2020 Filed Amended Claims Recommendation.

FRBP Violated: #3:19-bk-02693

TNJudicial.org/c/a/jrf003.pdf

FORM 1
INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES

 Exhibit 8

Case No.: 19-02693-CW3-7
Case Name: FENTON, FAWN [redacted]
For the Period Ending: 1/9/2021

Trustee Name: John C. McLemore
Date Filed (f) or Converted (c): 12/06/2019 (c)
§341(a) Meeting Date: 01/06/2020
Claims Bar Date: 05/04/2020

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	**Petition/ Unscheduled Value**	**Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)**	**Property Abandoned OA =§ 554(a) abandon.**	**Sales/Funds Received by the Estate**	**Asset Fully Administered (FA)/ Gross Value of Remaining Assets**

07/07/2020	PC with Virginia Story 615-790-1778 who represents the Debtor in her Williamson County Divorce (Judge Binkley)
07/02/2020	PC from Jeff Fenton?? Debtor's former husband talked with him for more than 30 minutes.
05/27/2020	Filed Mt to Allow/Disallow Claims.
05/13/2020	Email to Jodie Thresher re: claims.
04/15/2020	Fawn Fenton picked up her ring.
04/01/2020	Email to Jody Thresher and Mary Beth Ausbrooks about Debtor's ring
03/19/2020	Filed Report of Sale.
03/19/2020	Jeweler said diamond ring and wedding band was worth $300. Burdensome asset. Will return ring to Debtor.
02/19/2020	Gave diamond ring and wedding band to Bobby Colson who will get a valuation.
02/10/2020	Filed Mt to Sell Equity in Vehicle to Debtor for $4,400.
02/03/2020	Claims bar 5/4/2020.
01/30/2020	Debtor wants to buy equity in vehicle
01/30/2020	Email to Jodie Thresher about wedding ring.
01/28/2020	Calculation of value of equity in 2017 Toyota Prius
01/20/2020	PC with Paul Spina counsel for Toyota Motor Credit.
01/08/2020	Email from Jodie Thresher, Debtor's attorney - Just wanted to give you a heads up that we will be filing an Amended Schedule A/B and C on this case.
01/07/2020	Email to Mary Beth - John told Ms. Fenton yesterday that he would like an independent valuation of her 2017 Toyota Prius. See attached instructions to forward to your client.

Initial Projected Date Of Final Report (TFR):

Current Projected Date Of Final Report (TFR):

/s/ JOHN C. MCLEMORE
JOHN C. MCLEMORE

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

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)

DOC: 003 | Page 506 of 508

JRF.003.1506.00

FRBP Violated: #3:19-bk-02693

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

JRF.003.1507.00

TNJudicial.org/c/ajrf003.pdf

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)

FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No.	19-02693-CW3-7	**Trustee Name:**	John C. McLemore
Case Name:	FENTON, FAWN [redacted]	**Bank Name:**	Pinnacle Bank
Primary Taxpayer ID #:	**-***4153	**Checking Acct #:**	******0194
Co-Debtor Taxpayer ID #:		**Account Title:**	
For Period Beginning:	4/26/2019	**Blanket bond (per case limit):**	$720,000.00
For Period Ending:	1/9/2021	**Separate bond (if applicable):**	

1	2	3	4		5	6	7
Transaction Date	**Check / Ref. #**	**Paid to/ Received From**	**Description of Transaction**	**Uniform Tran Code**	**Deposit $**	**Disbursement $**	**Balance**
02/05/2020	(1)	Diane D. Winters	Equity in 2017 Toyota Prius per 2-10-2020 Motion to Sell [Dkt. No. 99]	1129-000	$4,400.00		$4,400.00
07/31/2020		Pinnacle Bank	Service Charge	2600-000		$77.00	$4,323.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		($77.00)	$4,400.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		$6.33	$4,393.67
09/03/2020	3001	U.S. Bankruptcy Court Clerk	Motion to Sell Filing Fee (Docket No. 99)	2700-000		$181.00	$4,212.67
12/12/2020	3002	John C. McLemore	Trustee Compensation	2100-000		$1,100.00	$3,112.67
12/12/2020	3003	John C. McLemore	Trustee Expenses	2200-000		$83.69	$3,028.98
12/12/2020	3004	Ascend Federal Credit Union	Final Distribution	7100-000		$1,106.50	$1,922.48
12/12/2020	3005	Ascend Federal Credit Union	Final Distribution	7100-000		$256.45	$1,666.03
12/12/2020	3006	American Express National Bank	Final Distribution	7100-000		$816.37	$849.66
12/12/2020	3007	Capital One Bank (USA), N.A.	Final Distribution	7100-000		$849.66	$0.00

TOTALS:	$4,400.00	$4,400.00	$0.00
Less: Bank transfers/CDs	$0.00	$0.00	
Subtotal	$4,400.00	$4,400.00	
Less: Payments to debtors	$0.00	$0.00	
Net	$4,400.00	$4,400.00	

For the period of 4/26/2019 to 1/9/2021

Total Compensable Receipts:	$4,400.00
Total Non-Compensable Receipts:	$0.00
Total Comp/Non Comp Receipts:	$4,400.00
Total Internal/Transfer Receipts:	$0.00
Total Compensable Disbursements:	$4,400.00
Total Non-Compensable Disbursements:	$0.00
Total Comp/Non Comp Disbursements:	$4,400.00
Total Internal/Transfer Disbursements:	$0.00

For the entire history of the account between 02/03/2020 to 1/9/2021

Total Compensable Receipts:	$4,400.00
Total Non-Compensable Receipts:	$0.00
Total Comp/Non Comp Receipts:	$4,400.00
Total Internal/Transfer Receipts:	$0.00
Total Compensable Disbursements:	$4,400.00
Total Non-Compensable Disbursements:	$0.00
Total Comp/Non Comp Disbursements:	$4,400.00
Total Internal/Transfer Disbursements:	$0.00

FRBP Violated: #3:19-bk-02693

TNJudicial.org/c/a/jrf003.pdf

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation (RICO)

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

JRF.003.1508.00

DOC: 003 | Page 508 of 508

FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No.	19-02693-CW3-7	**Trustee Name:**	John C. McLemore
Case Name:	FENTON, FAWN [redacted]	**Bank Name:**	Pinnacle Bank
Primary Taxpayer ID #:	**-***4153	**Checking Acct #:**	******0194
Co-Debtor Taxpayer ID #:		**Account Title:**	
For Period Beginning:	4/26/2019	**Blanket bond (per case limit):**	$720,000.00
For Period Ending:	1/9/2021	**Separate bond (if applicable):**	

1	2	3	4		5	6	7
Transaction Date	**Check / Ref. #**	**Paid to/ Received From**	**Description of Transaction**	**Uniform Tran Code**	**Deposit $**	**Disbursement $**	**Balance**

TOTAL - ALL ACCOUNTS	**NET DEPOSITS**	**NET DISBURSE**	**ACCOUNT BALANCES**
	$4,400.00	$4,400.00	$0.00

For the period of 4/26/2019 to 1/9/2021

Total Compensable Receipts:	$4,400.00
Total Non-Compensable Receipts:	$0.00
Total Comp/Non Comp Receipts:	$4,400.00
Total Internal/Transfer Receipts:	$0.00
Total Compensable Disbursements:	$4,400.00
Total Non-Compensable Disbursements:	$0.00
Total Comp/Non Comp Disbursements:	$4,400.00
Total Internal/Transfer Disbursements:	$0.00

For the entire history of the case between 12/06/2019 to 1/9/2021

Total Compensable Receipts:	$4,400.00
Total Non-Compensable Receipts:	$0.00
Total Comp/Non Comp Receipts:	$4,400.00
Total Internal/Transfer Receipts:	$0.00
Total Compensable Disbursements:	$4,400.00
Total Non-Compensable Disbursements:	$0.00
Total Comp/Non Comp Disbursements:	$4,400.00
Total Internal/Transfer Disbursements:	$0.00

/s/ JOHN C. MCLEMORE

JOHN C. MCLEMORE

Case 1:23-cv-01097-PLM-RSK ECF No. 1-12, PageID.479 Filed 10/13/23 Page 1 of 50

REAL ESTATE DEED FRAUD | ADA FINANCIAL EXPLOITATION

U.S. BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

WILLIAMSON COUNTY CHANCERY COURT AT FRANKLIN, TENNESSEE

BK: #3:19-BK-02693 | TN: #M2019-02059-COA-R3-CV | WILCO: #48419B

APPENDIX - II

STATEMENT OF CLAIM: 2023 Property Value/Loss by Conspiracy Against Rights & Property Under Color of Law, Office, and/or Official Right, ADA Coercion, Extortion, Retaliation (worth $900k today, while we only owed $300k) 1

TRIANGLE OF FRAUD: State and Federal Jurisdictions 1

Potential Parties to Fenton Case 1

Incentive for Fraud: ALIMONY 1

Incentive for Fraud: EQUITY & POSSESSION 1

Incentive for Fraud: EMPLOYER RETIRING (known a year in advance) 1

RESPONSIBLE PARTIES 1

2023 Home Values on Sunnyside Drive (mapped by Zillow) 2

Surrounded by hundreds of acres of protected woodlands, including "Owl's Hill Nature Sanctuary" 3

Our "Yard Pets" at 1986 Sunnyside Drive, Brentwood, TN 37027 (our back porch) 4

2020 CENSUS - Brentwood Tennessee Compared to Fenton Michigan: Consequential Damages, Incidental Damages, Loss of Opportunity and Future Employment, Loss of Enjoyment of Life, Liquidated Damages 5

2020 CENSUS: Median Value of Owner Occupied Homes 6

2020 CENSUS: Median Household Income 7

2022 OUR MILLION DOLLAR RETIREMENT INVESTMENT and HOME, STOLEN (worth over $800k a year ago, while we only owed $300k) 9

CURRENT USAGE 12

SALES PRICES (Improvements & Appreciation) 13

MOVE from my pre-marital Duplex at 772-774 Huntington Pkwy, Nashville to our Marital Residence & Retirement Investment at 1986 Sunnyside Drive, Brentwood, TN 37027 15

Additional Investments in Property to make Home Safe, Healthy, and Comfortable. (Not "

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

bling" for a quick flip.) After our purchase, we invested another $200k+ (along with 9-years of my primary work product) 16

Sunnyside Crawl Space BEFORE Mold Remediation, Entire HVAC, Ductwork, and Electrical Systems Replaced with High-End Systems 16

Sunnyside Crawl Space AFTER work was done: Carier Infinity Greenspeed Heat Pump, Custom Duct Work around Around Perimeter to Maximize Storage, New Electrical Service with Cutler-Hammer CH Series Panels & Whole-House Surge Protectors, Lighting, Mold Remediation 17

$25k Custom Energy Efficient Roof: Roofing Disaster (Water Damage Demolition) 18

Guest Bedrooms where Ex-wife Could Finally get her Stuffed Animals out of Storage 19

Our Family (Pets) with Custom Manufactured Aquarium 20

State of Tennessee Real Estate License for 16.5-YEARS from 10/9/2004 to 7/25/2021 (over a year after our divorce) with access to Hundreds-Of-Millions of Dollars worth of Inventory, without a SINGLE COMPLAINT (Judge Binkley and Attorney Story treated me as if I couldn't even be trusted with MY OWN PROPERTY) That is so obscenely fraudulent 21

Real Estate Listing Brochure Cover for 6393 Chartwell Court in the Arden Woods subdivision, in Brentwood Tennessee (obviosly I could be trusted with my OWN HOUSE) 22

TN License Search and Verification 23

Real Estate Continuing Education 24

Attorneys Story and Ausbrooks testified in BOTH Federal and State Courts that I didn't have any financial investment in the Property. Insisting that I was on the DEED ONLY (I had more PREMARITAL RETIREMENT FUNDS Invested into the PURCHASE of OUR PROPERTY than my Ex-wife DID). While the rest was all TENANCY by the ENTIRETY. (This was a mute point, since myself and my two tenants/roommates were entitled to NOTICE and HEARING(S), in FEDERAL Courts Regardless, per the FRBP) 26

JEFF'S PRE-MARITAL RETIREMENT FUNDS INVESTED IN 1986 SUNNYSIDE DRIVE, BRENTWOOD, TN 37027 26

4/30/2010 ASCEND FCU Bank Statement (HOUSE FUND) Showing Electronic Transfers from Jeff's VANGUARD Pre-Marital Retirement Funds 26

JEFF'S 2010 VANGUARD 1099-R 27

JEFF'S PRE-MARITAL RETIREMENT FUNDS INVESTED IN SUNNYSIDE (Vanguard Rothe IRA - REIT) 28

JEFF'S PRE-MARITAL RETIREMENT FUNDS INVESTED IN SUNNYSIDE (Vanguard Roth IRA - Strategic Equity Fund) 30

FAWN'S PRE-MARITAL RETIREMENT FUNDS INVESTED IN 1986 SUNNYSIDE DRIVE, BRENTWOOD, TN 37027 32

10/31/2009 ASCEND FCU Bank Statement (HOUSE FUND) Showing Deposit of Fawn's VANGUARD Pre-Marital Retirement Funds 32

10/23/2009 ASCEND FCU Deposit Slip for Vanguard Checks 33

FAWN'S 2009 VANGUARD 1099-R 34

Fawn's Vanguard Diversified Equity Fund (Redempton Check) 35

Fawn's Vanguard REIT Index Fund (Redempton Check) 36

Fawn's Vanguard Target Retirement 2035 Fund (Redempton Check) 37

PURCHASE OF 1986 SUNNYSIDE DRIVE, BRENTWOOD, TN 37027 38

3/31/2011 ASCEND FCU Bank Statement (HOUSE FUND) Before Purchase 38

4/5/2011 Transfer of Earnest Money from HOUSE FUND to Checking 39

4/3/2011 Earnest Money Check for Sunnyside 40

4/28/2011 Cashiers Check from Ascend FCU (HOUSE FUND) for Remainder of Cash Down Payment (Financed 80/10/10 to Avoid PMI) 41

4/30/2011 ASCEND FCU Bank Statement (HOUSE FUND) After Purchase 42

5/6/2011 First Tennessee Bank Statement: OUR JOINT Primary Checking Account (Showing Sunnyside Agent Commission for Funding Improvements) 43

TENANCY by ENTIRETY Explained (Specific to Tennessee) 49

8/29/2019 Chancery Court Order - CHECK THE TRANSCRIPTS (R.v4, Pages 495-523). Fraudulent Order & Claims, Fraud Upon the Court by Officer(s) of the Court, Obstruction of Justice, Grossly Biased and Abusive Hearing, Violently TAKING Property with LIES - NOT Seeking JUSTICE. Inconsistent with Prior 8/1/2019 Hearing & Order. Willful, Wonton, and Careless Disregard for the Supreme Law of the Land, the FRBP, the Judicial Canons, the RPC, and MY LIFE **51**

PRO SE Litigant Discrimination: Opposing Counsel literally gets to Write the Court Orders without any Opportunity to Correct or Claim that the "PROPOSED" Written Order does NOT match the VERBAL Order given in Court (while the court has NO recording devices or clerk taking notes of who is present or what is said). Per the Local Rules of Practice for the 21st Judicial District, including Williamson County, they discriminate against the financially

disadvantaged by Court POLICY 55

AUCTION LISTING AGREEMENT (COERCED AND AFTERWARDS TAMPERED WITH) Signed by Me under the THREAT of INCARCERATION during 8/29/2019 Pro Se Hearing 56

AUCTION LISTING (UNTAMPERED) Signed by my Ex-wife 57

NOTICE: DO NOT SELL - COERCED SIGNATURE on LISTING AGREEMENT, without even READING - Extreme Duress, Notified Court, Attorneys, Auctioneers, the " Listing Agreement" is NULL and VOID (They didn't care) 58

9/20/2019 FORCED AUCTION: Fenton Residence at 1986 Sunnyside Drive, Brentwood, TN 37027 61

2019-09-20 AUCTION - Anderson Brochure (Page-1) 61

2019-09-20 AUCTION - Anderson Brochure (Page-2) 62

2019-09-20 AUCTION - Anderson Brochure (Page-3) 63

2019-09-20 AUCTION - Anderson Brochure (Page-4) 64

10/10/2019 CHANCERY ORDER: AUCTION RESULTS - THERE WILL NOT BE ANY PROCEEDS LEFT TO DISBURSE BETWEEN THE PARTIES 65

Email to Auctioneers and "Bank TItle" Closing Company Requesting HUD-1 Settlement Statement (as promised) and about $10k in STOLEN Personal Property During my Court Ordered Absence (No Response) 67

Stolen Personal Property List (never accounted for) 68

2019-10-09 Email where Auctioneer Tommy Anderson promised to have the Title Company send me a copy of the final, fully executed, HUD-1 Settlement Statement (repeatedly requested from every party, never received to date) 70

2019-10-06 Email where Auctioneer Tommy Anderson is THREATENING ME per Ms. Story's Request and comes to MY HOME and shockingly beats on the back door to hurry me and my elderly mother in our efforts to quickly pack and move, terrifying my mother. (Reporting back to Story, though I get no cell service at my house, and didn't receive any of their nasty correspondances, from Anderson and Story, until I left the property.) AUCTION did not close for THREE MORE WEEKS, there was NO REASON to BULLY and RUSH me MORE 70

(DOJ) ACTING UNITED STATES TRUSTEE FOR REGION 8 (Districts of Tennessee and Kentucky) 71

Paul A. Randolph (USTP) Email Confirmation and Assignment of 19-02693 Fenton: Fraud

Referral 72

BUSTED: Nashville USTP Bankruptcy Fraud Investigation 73

DOJ-USTP Megan Seliber - Confirmation of NO CONSTITUTIONAL NOTICE as Required in the Federal Rules of Bankruptcy Procedure and subsequent Federal Bankruptcy Laws 73

BUSTED: The Bankruptcy Attorney HAD TO KNOW that Judge Binkley would "PLAY BALL" 97-DAYS before I entered his Court 74

WARRANTY DEED provided by USTP Megan Seliber, showing that they used my COERCED, FORGED, VOID, REVOKED Signature to SELL my home Regardless (REAL ESTATE DEED FRAUD) Court, Counsel, Auctioneers, Closing Company, all REFUSED to provide me this or a HUD-1 for over THREE YEARS 75

BUSTED: FINAL "BANKRUPTCY RELIEF" was only $44k, while likely paying $100k+/- in Combined Legal Fees, Losing $250k CASH on the DAY OF THE AUCTION, and another $400k in APPRECIATION since the AUCTION. While I've been OFFICIALLY OPPRESSED, LITIGIOUSLY TORTURED, and CRIMINALLY DESTROYED, DAY & NIGHT for Well Over THREE-YEARS now, as has been my Elderly Mother who is terrified at what the COURT will CRIMINALLY do NEXT, to HARM and SILENCE ME (I DEMAND TO BE ALLOWED TO PRESS FORMAL CRIMINAL CHARGES, AGAINST THE MEMBERS OF ALL THREE COURTS) 77

TRUTH & AUTHENTICITY are my HIGEST VALUES - This entire loss was completely avoidable, with the tinyist bit of ethical care, impartiality, and common sense, used to fairly help us BOTH survive this divorce. Yet the Court and Counsel repeatedly refused(Subsequent Pain and Suffering, Official Oppression, ADA Interference, and Hobbs Act Extortion, wasting a fortune along with years of my life) 85

THE GAME: PROMISING TO PAY ME ALIMONY & NO MORE LEGAL ATTACKS by ATTORNEYS 86

THE GAME: Ex-wife is a Highly Trained and Equiped Firearms EXPERT and Tennessee Licensed Concealed Carry INSTRUCTOR (With two military grade assault rifles, a half-dozen of the best handguns in the world, and over 5,000 rounds of ammunitiion when she moved out) NEVER was she "at fear for her safety" from LONG ANGRY but non-threatening emails or text messages, which she could have easily BLOCKED (I wrote her a 30-PAGE letter, openly putting everything on the table, BEFORE she married me) Everything I write is long, there is no crime or crying "FIRE" fifteen-years later 87

ADA REQUEST FOR MODIFICATION (NEVER HONORED, nor have I been provided with any NOTICE that any part was DENIED, or alternate modifications SUGGESTED) I've been denied repeated requests for the final two pages of this for each

filing, with the Presiding Judge's Signature 88

Requested "Judgement Based upon the LAWS - not just the Technical Codes which I am able to Research and Cite (ignorance of the law is no excuse for breaking it, hence it shouldn't be for being protected by the law either)." COA NEVER HONORED - Complete Cover-Up, in every division of the Tennessee Courts. 89

Jim Hivner and John Coke have so far REFUSED to provide me with the last TWO pages of each ADA request, so that I can see what ADA Modifications and suggested Alternate Modifications the Judge(s) agreed to, but NOPE. It appears the only way to get a response is to SUE everybody. (Which is ridiculous, and discriminates against the most vulnerable in society, which legally they are required to protect, with mandatory reporting, yet they appear not to CARE 91

DEFAULT 6-YEAR OUT OF JURISDICTION, ORDER OF PROTECTION (Hobbs Act EXTORTION OF MY SILENCE, Under Color of Official Right), without NOTICE 92

"TORTURE" as Defined by the Universal Declaration of Human Rights 93

The TRUTH ABOUT "STALKING" and My Ex-Wife's Physical and Emotional MELT DOWN (highly compounded by a dozen felonies the Court and Counsel ushered her into, while her Counsel Portrayed ME as the Problem (FRAUD UPON THE COURT) 94

STALKING: What an INSULT, I specificially confirmed with Ex-wife on February 5th, 2019 that "stalking" was absolutely NOT a concern 96

CONFLICT between Hormone Therapy for Menopause and Xyrem Medication she took for Narcolepsy 97

EX-WIFE'S THEORY ON ROOT CAUSE OF NIGHT SWEATS (causing her to only sleep 1-2 Hours at a time, making her MISERABLE, destroying her health) 98

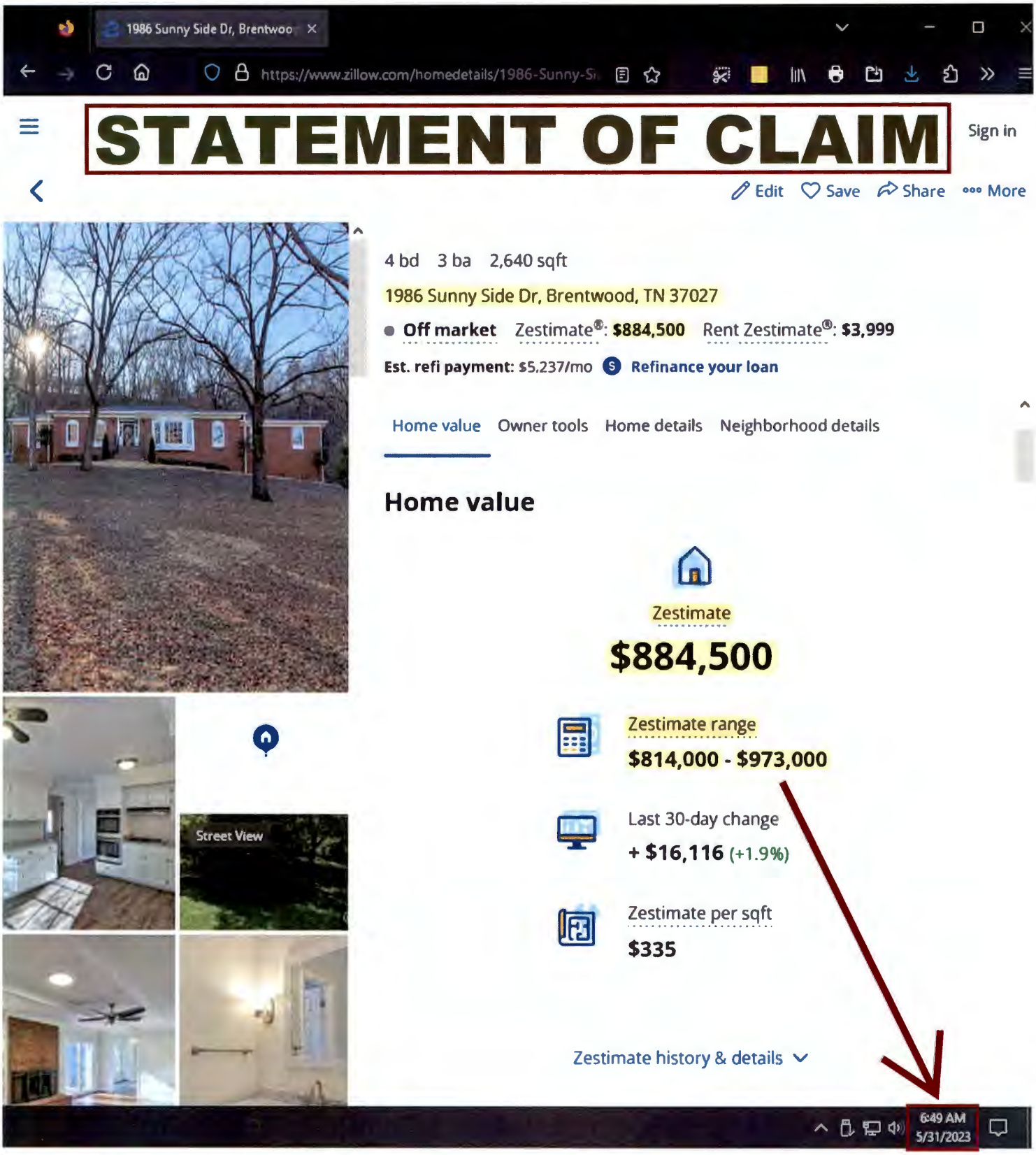
JOKING about having institutions where you can drop your Wife off at for a Decade, During Menopause. Ex agrees that sounds GOOD right now 99

WIFE has struggled with Chronic Depression (dubbed "Doomsday Syndrome" by her brother) most of her life, compounded by Narcolepsy, and some other legitimate health problems. As seen in the texts above, we got along FINE, except when the DIVORCE GAMES were going on. (She wanted to remain "friends" after our divorce, because "there really are a lot of parts about (me) that (she) love(s)" 101

The Strong Man Principal 102

OATH OF OFFICE: Judge Michael W. Binkley (Repugnantly Violated, Countless Times) 104

RETIREMENT/PROPERTY INVESTMENT VALUE APPRECIATION AS OF 5/31/2023
Will Easily Reach $1,000,000 VALUE within the Next Decade as Planned, while without Interference
It would have been completely PAID-OFF within that period, with less WORK than I'm doing NOW!
CAPITAL GAINS TAX does NOT apply for a PRIMARY RESIDENCE, this would have been TAX FREE!



Now with a Court Judgment, the recovery will be subject to an estimated 37% Tax Rate, placing this at roughly a 1.5 Million Dollar Lifetime Property Loss & Claim. In addition to damages, incidental, consequential, compensatory, loss of consortium, liquidated, loss of use, loss of enjoyment, loss of life, liberty, property & the pursuit of happiness. Plus legal fees, pain & suffering (compounding daily), litigious TORTURE of an ADA Party, since 9/3/2019, until a cure is obtained.

INSIDE THE STATE OF TENNESSEE'S LEGISLATURE/COURTS/AOC/TBI, BJC & BPR JURISDICTION:
Arrests, Impeachments, Disbarments, Disciplinary Actions, State Criminal Charges, Corrections, Expungements, Restitution, Damages, Sanctions, Policy Changes To Increase Transparency and Accountability within ALL Tennessee Courts. More Uniform Policies State-Wide to Reduce Discrimination By Local Rules. Mandatory Disclosures & Recusals of Hearing Cases By "Friends".

THE "DOMESTIC" DIVORCE CASE
Per Chancery Court Record, Docket #48419B
Williamson County Tennessee

"THE DOG AND PONY SHOW"
Almost Exclusively Fraud Upon the Court(s), by Officer(s) of Both Court(s)
A Strategically Engineered Emergency
Distraction to CIRCUMVENT the FRBP & BK Laws

OUTSIDE DOJ/FBI JURISDICTION:
Due to the Influence of the "PLAYERS", Nobody within the State of Tennessee Has Shown ANY Interest in Enforcing The "Rule of Law" or Holding the Court and Counsel Accountable To their "Oaths of Office", the Judicial Canons, or the Rules Of Professional Conduct. The Board of Professional Responsibility has Refused To File, Vet and Act Upon My "Serious Complaint" Submitted Well Over Two Years-Ago; Against Attorneys Virginia Lee Story, Mary Beth Ausbrooks, Elaine Beeler, And "Friends".

INSIDE DOJ/FBI JURISDICTION
Bankruptcy Case 3:19-BK-02693
FRBP 7001 Adversary Proceedings
FRBP 9011 Attorney Certification
28 USC §§ 1927, 1334, 1335 — Jurisdiction
11 USC §§ 363(b)(1), (e) NOTICE & HEARING
11 USC § 363(h) Sell if Benefit to Estate
11 USC §§ 541, 542, 543 Estate Property/Turnover
18 USC § 241 Conspiracy Against Rights
18 USC § 242 Deprivation (Color of Law)
18 USC §§ 157, 1341 BK Fraud(s) & Swindles
18 USC § 1503 Obstruction of Justice
18 USC § 1519 Falsifying BK Records
18 USC § 1951 Hobb's Act Extortion
18 USC § 1957 Unlawful Property Trans.

IN DOJ/FBI/TBI JURISDICTION
CONSTITUTIONAL, STATE, AND
— FEDERAL CRIMES —
COMMITTED BY BOTH COURTS AND COUNSEL COLLUSIVELY:
CONSPIRACY AGAINST RIGHTS, DEPRIVATION OF PROPERTY AND LIBERTY UNDER COLOR OF LAW, Without Notice/Equal or Due Process. Malicious Litigation, Abuse, Cruelty, Failure to Intervene, Neglect to Prevent, Civil Rights Intimidation, Coercion, Theft, Extortion, Under Color of Official Right, ADA Coercion Threats, Interference, Retaliation.

SYNOPSIS: Family Court Attorney, **Virginia Lee Story** (in Williamson County Chancery Court) Conspired with Bankruptcy Specialist, Attorney **Mary Elizabeth Maney Ausbrooks** (in U.S. Bankruptcy Court for the Middle District of Tennessee), well over a Month in Advance of my Ex-wife's secret Divorce Filing & Ambush. The Crux of this Conspiracy Conducted by Counsel, with the Fraudulent Assistance by BOTH Courts, **was to CIRCUMVENT the "Federal Rules of Bankruptcy Procedure" (FRBP) and a Multitude of Federal Bankruptcy Laws**, so they could Illegally FORCE the Deprivation of Multiple Property Interests (purchased/owned/held) by MYSELF in **1986 Sunnyside Drive, Brentwood, TN 37027**; as well as by my two Roommates/Tenants State & Federally Protected "Leasehold Property Interests". Each of which Required an **"Adversarial Proceeding", including NOTICES & HEARINGS in Federal District Court**, or Federal Bankruptcy Court. Under the circumstances, the State Courts were specifically FORBIDDEN from Exercising Jurisdiction. The **BK Trustee was REQUIRED to REMOVE the PROPERTY** from my Ex-wife's secret **"BANKRUPTCY ESTATE"**, as a **"BURDENSOME ASSET"**, long before I met **Judge Michael W. Binkley.**

POTENTIAL PARTIES TO FENTON CASE

To be clear, I believe to have been legally due approximately **$250,000** from Ms. Fenton, at the time of our divorce, over three years ago. Based upon the calculations of Sandy Arons, MBA, Certified Divorce Financial Analyst, Certified Financial Divorce Practitioner, Certified Financial Divorce Specialist, Financial Counselor & Mediator whom we hired for a "Collaborative Divorce". That was before any of the professionals below got involved. That was when we were both operating in "good faith". That was before the parties below worked together (primarily knowingly, with a few exceptions) for this massive Conspiracy Against MY Rights / Bankruptcy Fraud / Fraud Upon the Court(s) / Deprivation of Property without Notice or Due Process of Law, secretly executed simultaneously, both in Williamson County Chancery Court as well as the U.S. Bankruptcy Court for the Middle District of TN, while deceptively and cruelly "leveraging" each Court's Orders against the other.

While I was intentionally omitted as a party to the actions in the U.S. Bankruptcy Court for the Middle District of TN, though I legally should **NOT** have been. As an equally invested and equally deeded OWNER of our Marital Residence, at **1986 Sunnyside Drive, Brentwood, TN 37027.** Which we referred to as our "Forever Home", or so we swore to each other. Which I had more of my premarital retirement funds invested into for our down-payment and purchase than Ms. Fenton did. I likewise had invested proceeds from my premarital "Duplex/Home", as we jointly invested approximately $200k (beyond the purchase price) into core improvements, for the long-term safety and health of both our home and our family, amongst some desired amenities. Most of which I performed and managed by myself, as I personally invested nearly a decade of **my life**, my hard work, and my meticulous craftmanship into improving our "forever home".

+ 2019-01-04 MS. FENTON DEFAULTED ON OUR "VERBAL SETTLEMENT AGREEMENT" to AVOID PAYING ME ALIMONY AS AGREED at 22.5% of Her Gross Income for HALF the TERM of Our Marriage $1,750 PER MONTH for 6-YEARS Repeatedly PROMISED by Ms. Fenton

RE: Ali...

File Message Add-ins Help Tell me

RE: Alimony

SA Sandy Arons <sandyarons@getasr
To Jeff Fenton 7/27/2018

You replied to this message on 7/27/2018 12:17 PM.

Yes, I told Fawn the range for alimony is about 22.5% of her gross income.

Sandy

Sandy Arons, MBA
Certified Divorce Financial Analyst
Certified Financial Divorce Specialist
Accredited Financial Counselor & Mediator
750 Old Hickory Blvd.
Building Two, Suite 150
Brentwood, TN 37027
15-376-8121
martdivorce.com
ivorce.com

9:47 94%

Fawn Fenton

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.) Your mood swings are so weird. I thought, based upon our emails, that we were not going to harrass each other with legal contracts. As I said, the terms of your alimony will be immortalized in the final divorce filing, which we will do after the house sells. I don't understand why you are suddenly freaking out for no reason.

F

Jan 6, 2019

You agreed to put it writing before I leave, now you are pretending you never agreed to that and refusing.

Type a message

9:46 94%

Fawn Fenton

Please confirm.

Your refusal to communicate would confirm the opposite again, which would result in me needing to divert from packing to prepare for another surprise attack from you legally.

Thanks.
Jeff

Jan 7, 2019

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.
Regarding leaving a few cameras and wireless etc, I guess that's fine, I don't see why not.

F

Jan 8, 2019

Type a message

2018-08-06 I OFFERED TO GIVE MS. FENTON MY EQUITY FOR FREE!
(Regretfully She Declined)

OUR HOME (v2.0) - Message (HTML)

File Message Add-ins Help Tell me what you want to do

OUR HOME (v2.0)

Reply Reply All Forward ...

Jeff Fenton
To Sandy Arons
Cc Fawn Fenton; Fawn Fenton
Mon 8/6/2018 1:26 AM

You forwarded this message on 8/6/2018 1:44 AM.
This message was sent with High importance.

Hello Sandy,

Fawn came and got our fish today and we discussed OUR HOME some more. Apparently she did not understand before that I was offering to completely forfeit my equity in our home to her, provided that she LIVES in it (not for the purpose of selling the property).

I explained that I am willing to sign a Quit Claim deed, completely transferring ownership of the property to Fawn, with a separate contract specifying ONE stipulation, which is that she continue to RESIDE here at our HOME, as her primary residence, for a period of at least FIVE years.

- In the event that she chooses to put the property on the market, up for sale, transfer ownership of the property, lease or sell it by any means, then she would owe me a flat $75k for my equity.
- After five years (from the date of divorce or legal separation), she can do whatever she chooses with the home, owing me NOTHING.
- We would EACH be responsible for ALL the debts, in our OWN names, regardless of how we choose to deal with them: filing bankruptcy, paying them, not paying them, it would be each of our OWN business, and not related to any asset/debt computations.

Our personal ... n. (We are in agreement ... put it in writing prior ...

RE: Financial Consi...

File Message Add-ins Help Tell me what you want to do

RE: Financial Considerations to Keep in Mind

Fawn Fenton
To Jeff Fenton
Cc Sandy Arons
8/23/2018

You replied to this message on 8/23/2018 3:18 PM.

Fuck no, you are going to have to buy me out.

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Thursday, August 23, 2018 2:02 PM
To: Fawn Fenton <fawn.tiffany@outlook.com>
Cc: Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: Re: Financial Considerations to Keep in Mind

Nice that you made that choice for me too!

So are you willing to surrender your equity in this house to me, so that I can try to keep our home, so that all isn't lost?

Jeff Fenton
METICULOUS.tech

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Jeff Fenton

From: Fawn Fenton
Sent: Thursday, August 30, 2018 5:49 PM
To: Jeff Fenton; Fawn Fenton
Cc: Sandy Arons
Subject: RE: Offer to settle

Ken says he is willing to keep paying for you to be on our plan for 1 year, maybe through the end of 2019, "as long as you don't cause more problems", heh.
Beyond that, we'll have to see where things stand with you, and with my company.
(Our office lease is up in March 2020, and Ken really wants to retire, and so there's no telling what my job will be after that.)

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Thursday, August 30, 2018 2:18 PM
To: Fawn Fenton <fawn.tiffany@outlook.com>; Fawn Fenton <fawn.fenton@live.com>
Cc: Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: RE: Offer to settle

As I re-read this, there is one other substantial concern that I need to address, and that is health insurance. Without health insurance, the price of my meds alone would break me each month (just like your xyrem)!

Would Ken be willing to keep me on your health plan for ONE YEAR, until I can complete my job training and can acquire a job that offers health benefits? Without this, even Cobra I would have no way to pay for, if I don't have a job. I also should maintain my counseling throughout, but that goes back to my questions about the transitional period.

While I have suffered a host of nearly unfathomable losses and damages either caused by or in conjunction with the actions, inactions, work, negligence, harassment, abuse, cruelty, and terror performed by the following parties:

VOID
- **Attorney Virginia Lee Story** | BPR# 011700 | Story, Abernathy, & Campbell, PLLP | 136 4th Ave S, Franklin, TN 37064-2622

- **Attorney Kathryn Lynn Yarbrough** | BPR# 032789 | Story, Abernathy, & Campbell, PLLP | 136 4th Ave S, Franklin, TN 37064-2622

- **Paralegal Heidi Macy** | Story, Abernathy, & Campbell, PLLP | 136 4th Ave S, Franklin, TN 37064-2622

VOID
- **Judge Michael Weimar Binkley** | BPR# 005930 | Williamson County Chancery Court | 135 4th Ave S Ste 286, Franklin, TN 37064-2564

- **Clerk & Master Attorney Elaine Beaty Beeler** | BPR# 016583 | Williamson County Chancery Court | 135 4th Ave S Ste 236, Franklin, TN 37064-2538

VOID
- **Attorney Mary Elizabeth Ausbrooks** (aka Mary Beth Ausbrooks, Mary Elizabeth Maney) | BPR# 018097 | ROTHSCHILD & AUSBROOKS, PLLC | 1222 16th Ave S Ste 12, Nashville, TN 37212-2926 | Residence: Jason Scott Ausbrooks and Mary Beth Maney Ausbrooks, 120 Meadows Rd, White House, TN 37188-9500

- **Attorney Alexander Sergey Koval** | BPR# 029541 | ROTHSCHILD & AUSBROOKS, PLLC | https://www.linkedin.com/in/alexkoval | Currently Employed as Managing Attorney at: Clark & Washington, P.C., 237 French Landing Dr, Nashville, TN 37228-1601 | https://www.bankruptcy-nashville.com/

- **Attorney Henry Edward Hildebrand, III** | BPR# 032168 | Office of the Chapter 13 Trustee | 2416 21st Ave S Ste 303, Nashville, TN 37212-5318

- **Judge Charles M. Walker** | BPR# 019884 | U.S. Bankruptcy Court for the Middle District of TN | 701 Broadway Ste 260, Nashville, TN 37203-3983

- **Attorney Samuel Forrest Anderson** | BPR# 017022 | Bankers Title & Escrow | 5107 Maryland Way Ste 115, Brentwood, TN 37027-7555

- **Paralegal Kim Murray** | Bankers Title & Escrow | 5107 Maryland Way Ste 115, Brentwood, TN 37027-7555

- **Broker & Auctioneer Thomas "Tommy" E. Anderson** | TN Principal Auctioneer License: #3809 | TN Broker License: #254363 | PREVIOUSLY: HND Realty, LLC (dba HND Auctions LLC) | TN Firm License #255602 | 421 East Iris Drive, Suite 300, Nashville, TN 37204 | www.hndrealty.com | CURRENT RE Firm (since 8/30/2021): Adaro Realty Inc. | TN Firm License #261466 | 1187 Old Hickory Blvd, Brentwood, TN, 37027 | CURRENT AU Firm: Prudential Woodmont Realty Auctions | FL Firm License: #5257 | 5107 Maryland Way, Ste 100, Brentwood, TN 37027 | www.ffbaugh.com

- **Broker & Auctioneer Roy Patrick "Pat" Marlin** | TN Principal Auctioneer License: #5243 | TN Affiliate Broker License: #284361 | RE: McArthur Sanders Real Estate (since 03/16/2006) | Firm License: #59746 | 203 N. Royal Oaks Blvd., Franklin, TN 37067 | Real Estate Broker/Affiliate/Timeshare Sales | EXPIRED AU: Manheim Tennessee, Inc. D/B/A Manheim Realty & Auction | EXPIRED TN Firm License (since 05/12/2016): 261268 | Mount Juliet, TN, 37122, Wilson County | No Current Auction Affiliation Found

- **Judge Frank G. Clement** | BPR# 006619 | Tennessee Court of Appeals, Middle Division | 401 7th Ave N 215, Nashville, TN 37219-1400

- **Judge Andy Dwane Bennett** | BPR# 009894 | Tennessee Court of Appeals, Middle Division | 401 7th Ave N, Nashville, TN 37219-1400

- **Judge William Neal McBrayer** | BPR# 013879 | Tennessee Court of Appeals, Middle Division | 401 7th Ave N Ste 203, Nashville, TN 37219-1400

- **Attorney James Michael Hivner** | BPR# 020405 | Tennessee Clerk of the Appellate & Supreme Courts | Supreme Court Building, 401 7th Ave N, Nashville, TN 37219-1407

- **Attorney John Brandon Coke** | BPR# 029107 | Assistant General Counsel to the Tennessee Supreme Court, Administrative Office of the Courts | Nashville City Center, 511 Union St Ste 600, Nashville, TN 37219-1768



- **Attorney Sandra Jane Leach Garrett** | BPR# 013863 | Chief Disciplinary Counsel, Board of Professional Responsibility, of the Supreme Court of Tennessee | 10 Cadillac Dr Ste 220, Brentwood, TN 37027-5078

- **Attorney Beverly P. Sharpe** | BPR# 010529 | Director, Consumer Assistance Program, Board of Professional Responsibility, of the Supreme Court of Tennessee | 10 Cadillac Dr Ste 220, Brentwood, TN 37027-5078



- I also believe that **Ms. Fenton deserves THREE TIMES her fees and commissions** refunded by each party above, attorneys and auctioneers alike. Since **none** of them should profit from participating in unconscionable crimes, which inevitably destroyed us BOTH!

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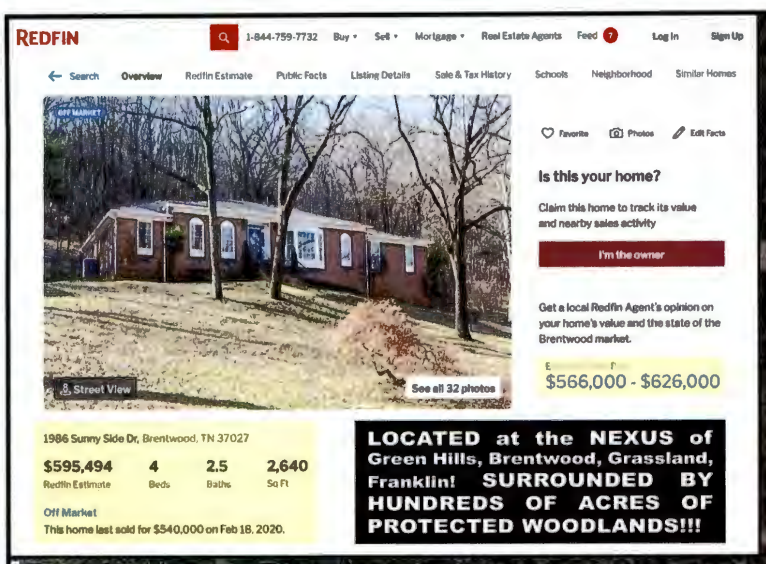
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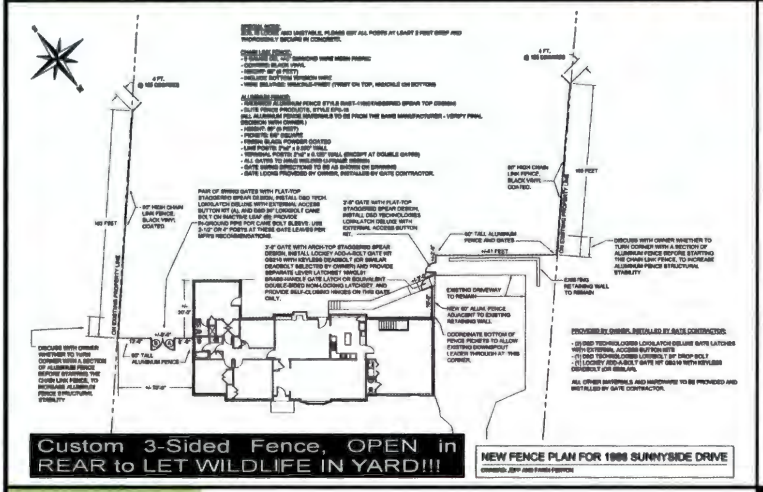
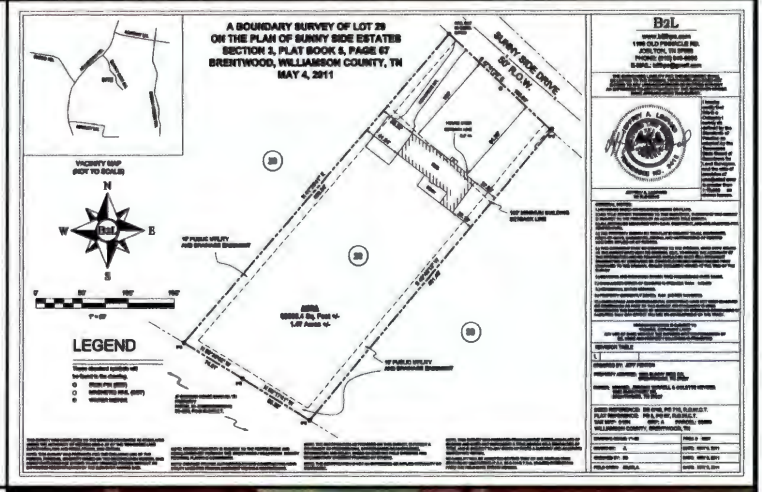
Is this your home?
Claim this home to track its value and nearby sales activity
I'm the owner
Get a local Redfin Agent's opinion on your home's value and the state of the Brentwood market.
$566,000 - $626,000
Street View
See all 32 photos
1986 Sunny Side Dr, Brentwood, TN 37027
$595,494
Redfin Estimate
4
Beds
2.5
Baths
2,640
Sq Ft
Off Market
This home last sold for $540,000 on Feb 18, 2020.
LOCATED at the NEXUS of Green Hills, Brentwood, Grassland, Franklin! SURROUNDED BY HUNDREDS OF ACRES OF PROTECTED WOODLANDS!!!








Custom 3-Sided Fence, OPEN in REAR to LET WILDLIFE IN YARD!!!
NEW FENCE PLAN FOR 1986 SUNNYSIDE DRIVE


A BOUNDARY SURVEY OF LOT 29
ON THE PLAN OF SUNNY SIDE ESTATES
SECTION 3, PLAT BOOK 5, PAGE 67
BRENTWOOD, WILLIAMSON COUNTY, TN
MAY 4, 2011
SUNNY SIDE DRIVE
50' R.O.W.
LEGEND
B&L


NATIONAL WILDLIFE FEDERATION
CERTIFIED
WILDLIFE Habitat™
This habitat is certified in the National Wildlife Federation's worldwide network of mini-refuges. Because of the owner's conscientious planning, landscaping and sustainable gardening, wildlife may find quality habitat—food, water, cover, and places to raise their young.
This certificate recognizes the establishment and maintenance of an official wildlife habitat.
Fawn's Wildlife Habitat
No. 161,066
I KNOW OF NOTHING WHICH WIFE LOVES MORE THAN ANIMALS OF ALL KINDS!!!
David Mizejewski
NATIONAL WILDLIFE FEDERATION









FRBP Violated: #3:19-bk-02693

TNJudicial.org/c/a/jrf118.pdf

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

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation

JRF.118.1005.00

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U.S. Census Bureau QuickFacts

https://www.census.gov/quickfacts/fact/table/brentwoodcitytennessee,williamsoncountytennes

An official website of the United States government

United States Census Bureau

QuickFacts

What's New & FAQs >

Brentwood city, Tennessee; Williamson County, Tennessee; Genesee County, Michigan; Fenton city, Michigan; Argentine township, Genesee County, Michigan; United States

QuickFacts provides statistics for all states and counties, and for cities and towns with a ***population of 5,000 or more***.

Enter state, county, city, town, or zip code | -- Select a fact -- | CLEAR | TABLE | MAP | CHART | DASHBOARD | MORE

Table

All Topics	Brentwood city, Tennessee	Williamson County, Tennessee	Genesee County, Michigan	Fenton city, Michigan	Argentine township, Genesee County, Michigan	United States
Population Estimates, July 1, 2022, (V2022)	NA	NA	NA	NA	NA	333,287,557
PEOPLE						
Population						
Population Estimates, July 1, 2022, (V2022)	NA	NA	NA	NA	NA	333,287,557
Population Estimates, July 1, 2021, (V2021)	45,491	255,735	404,208	11,989	7,031	332,031,554
Population estimates base, April 1, 2020, (V2022)	NA	NA	NA	NA	NA	331,449,520
Population estimates base, April 1, 2020, (V2021)	45,377	247,726	406,211	12,048	7,076	331,449,520
Population, percent change - April 1, 2020 (estimates base) to July 1, 2022, (V2022)	NA	NA	NA	NA	NA	0.6%
Population, percent change - April 1, 2020 (estimates base) to July 1, 2021, (V2021)	0.3%	3.2%	-0.5%	-0.5%	-0.6%	0.2%
Population, Census, April 1, 2020	45,373	247,726	406,211	12,050	7,091	331,449,281
Population, Census, April 1, 2010	37,060	183,182	425,790	11,756	6,913	308,745,538
Age and Sex						
Persons under 5 years, percent	3.7%	5.4%	5.7%	5.8%	3.2%	5.7%
Persons under 18 years, percent	28.8%	26.2%	22.3%	23.2%	18.5%	22.2%
Persons 65 years and over, percent	14.1%	14.1%	18.2%	16.4%	16.9%	16.8%
Female persons, percent	49.1%	50.6%	51.5%	55.6%	47.1%	50.5%
Race and Hispanic Origin						
White alone, percent	85.8%	88.0%	75.0%	93.0%	97.2%	75.8%
Black or African American alone, percent (a)	3.1%	4.4%	20.3%	1.6%	0.3%	13.6%
American Indian and Alaska Native alone, percent (a)	0.0%	0.3%	0.6%	0.0%	0.0%	1.3%
Asian alone, percent (a)	7.7%	5.4%	1.1%	0.5%	0.5%	6.1%

FRBP Violated: #3:19-bk-02693

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

JRF.118.1006.00

TNJudicial.org/c/a/jrf118.pdf

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation

All Topics	Brentwood city, Tennessee ✓	Williamson County, Tennessee	Genesee County, Michigan	Fenton city, Michigan ✗	Argentine township, Genesee County, Michigan	United States
Native Hawaiian and Other Pacific Islander alone, percent (a)	0.0%	0.1%	Z	0.0%	0.0%	0.3%
Two or More Races, percent	3.0%	1.9%	3.1%	4.7%	1.4%	2.9%
Hispanic or Latino, percent (b)	3.5%	5.2%	3.9%	5.1%	2.1%	18.9%
White alone, not Hispanic or Latino, percent	83.6%	83.3%	71.8%	89.5%	96.7%	59.3%
Population Characteristics						
Veterans, 2017-2021	1,577	9,735	22,795	703	427	17,431,290
Foreign born persons, percent, 2017-2021	8.6%	7.8%	2.8%	1.7%	2.5%	13.6%
Housing						
Housing units, July 1, 2021, (V2021)	X	94,657	183,563	X	X	142,153,010
Owner-occupied housing unit rate, 2017-2021	90.8%	80.3%	70.5%	61.4%	93.9%	64.6%
Median value of owner-occupied housing units, 2017-2021	$711,900	$497,500	$133,700	$168,800	$240,900	$244,900
Median selected monthly owner costs -with a mortgage, 2017-2021	$2,986	$2,306	$1,272	$1,364	$1,648	$1,697
Median selected monthly owner costs -without a mortgage, 2017-2021	$766	$608	$504	$583	$593	$538
Median gross rent, 2017-2021	$2,124	$1,670	$829	$1,116	$880	$1,163
Building permits, 2021	X	2,980	510	X	X	1,736,982
Families & Living Arrangements						
Households, 2017-2021	14,550	85,311	164,905	5,025	2,657	124,010,992
Persons per household, 2017-2021	3.04	2.84	2.43	2.34	2.63	2.60
Living in same house 1 year ago, percent of persons age 1 year+, 2017-2021	91.2%	86.0%	87.9%	84.4%	92.0%	86.6%
Language other than English spoken at home, percent of persons age 5 years+, 2017-2021	10.1%	8.9%	3.9%	3.0%	2.4%	21.7%
Computer and Internet Use						
Households with a computer, percent, 2017-2021	97.9%	97.7%	90.8%	94.5%	96.9%	93.1%
Households with a broadband Internet subscription, percent, 2017-2021	97.1%	95.0%	83.7%	90.8%	91.8%	87.0%
Education						
High school graduate or higher, percent of persons age 25 years+, 2017-2021	98.3%	95.8%	91.2%	96.7%	95.6%	88.9%
Bachelor's degree or higher, percent of persons age 25 years+, 2017-2021	75.6%	61.9%	22.2%	29.2%	28.1%	33.7%
Health						
With a disability, under age 65 years, percent, 2017-2021	3.0%	4.3%	13.7%	8.8%	9.5%	8.7%
Persons without health insurance, under age 65 years, percent	3.1%	7.1%	6.2%	8.9%	10.0%	9.8%
Economy						
In civilian labor force, total, percent of population age 16 years+, 2017-2021	64.5%	68.4%	57.9%	66.7%	61.9%	63.1%
In civilian labor force, female, percent of population age 16 years+, 2017-2021	56.3%	60.5%	54.3%	59.7%	60.8%	58.7%

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

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Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation

All Topics	Brentwood city, Tennessee	Williamson County, Tennessee	Genesee County, Michigan	Fenton city, Michigan	Argentine township, Genesee County, Michigan	United States
Total accommodation and food services sales, 2017 ($1,000) (c)	192,505	808,891	707,341	75,425	NA	938,237,077
Total health care and social assistance receipts/revenue, 2017 ($1,000) (c)	968,503	2,141,352	3,165,657	70,669	D	2,527,903,275
Total transportation and warehousing receipts/revenue, 2017 ($1,000) (c)	182,711	414,318	457,204	3,356	NA	895,225,411
Total retail sales, 2017 ($1,000) (c)	1,259,796	4,563,108	8,429,666	574,399	17,170	4,949,601,481
Total retail sales per capita, 2017 (c)	$29,498	$20,157	$20,678	$50,791	$2,613	$15,224
Transportation						
Mean travel time to work (minutes), workers age 16 years+, 2017-2021	26.0	27.8	26.6	30.7	38.5	26.8
Income & Poverty						
Median household income (in 2021 dollars), 2017-2021	$165,948	$116,492	$54,052	$70,745	$86,239	$69,021
Per capita income in past 12 months (in 2021 dollars), 2017-2021	$76,194	$56,545	$30,561	$37,049	$38,043	$37,638
Persons in poverty, percent	⚠ 2.6%	⚠ 4.0%	⚠ 16.3%	⚠ 9.7%	⚠ 5.8%	⚠ 11.6%
BUSINESSES						
Businesses						
Total employer establishments, 2020	X	7,696	7,528	X	X	8,000,178
Total employment, 2020	X	134,020	119,084	X	X	134,163,349
Total annual payroll, 2020 ($1,000)	X	9,105,963	5,137,721	X	X	7,564,809,878
Total employment, percent change, 2019-2020	X	1.0%	-1.2%	X	X	0.9%
Total nonemployer establishments, 2019	X	30,877	28,457	X	X	27,104,006
All employer firms, Reference year 2017	1,693	5,634	5,970	511	S	5,744,643
Men-owned employer firms, Reference year 2017	880	3,185	3,738	S	S	3,480,438
Women-owned employer firms, Reference year 2017	310	1,020	1,050	76	S	1,134,549
Minority-owned employer firms, Reference year 2017	169	551	499	S	S	1,014,958
Nonminority-owned employer firms, Reference year 2017	1,167	4,202	4,799	S	S	4,371,152
Veteran-owned employer firms, Reference year 2017	75	284	275	S	S	351,237
Nonveteran-owned employer firms, Reference year 2017	1,254	4,310	4,961	S	S	4,968,606
GEOGRAPHY						
Geography						
Population per square mile, 2020	1,103.7	425.0	637.8	1,811.8	204.6	93.8
Population per square mile, 2010	899.9	314.4	668.5	1,760.5	199.5	87.4
Land area in square miles, 2020	41.11	582.86	636.94	6.65	34.66	3,533,038.28
Land area in square miles, 2010	41.18	582.60	636.98	6.68	34.65	3,531,905.43
FIPS Code	4708280	47187	26049	2627760	2604903420	1

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TNJudicial.org/ca/jrf118.pdf

About datasets used in this table

Value Notes

⚠ Estimates are not comparable to other geographic levels due to methodology differences that may exist between different data sources.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info ⓘ icon to the left of each row in TABLE view to learn about sampling error.

The vintage year (e.g., V2022) refers to the final year of the series (2020 thru 2022). Different vintage years of estimates are not comparable.

Users should exercise caution when comparing 2017-2021 ACS 5-year estimates to other ACS estimates. For more information, please visit the 2021 5-year ACS Comparison Guidance page.

Fact Notes

(a) Includes persons reporting only one race
(c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data
(b) Hispanics may be of any race, so also are included in applicable race categories

Value Flags

- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest or upper interval of an open ended distribution.
F Fewer than 25 firms
D Suppressed to avoid disclosure of confidential information
N Data for this geographic area cannot be displayed because the number of sample cases is too small.
FN Footnote on this item in place of data
X Not applicable
S Suppressed; does not meet publication standards
NA Not available
Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

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Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation

Zillow

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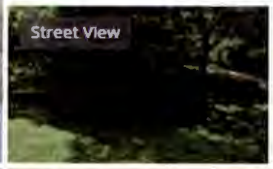














4 bd 3 ba 2,640 sqft

1986 Sunnyside Dr, Brentwood, TN 37027

Sold: $540,000 Sold on 02/18/20 Zestimate®: **$814,200**

Home value

Zestimate

$814,200

Zestimate range

$749,000 - $887,000

Last 30-day change

+ $13,226 (+1.7%)

Zestimate per sqft

$308

Inside the Zestimate

The Zestimate is Zillow's best estimate of a home's value. It is based on a blend of valuation methods, each of which may produce a different estimate depending on the available data.

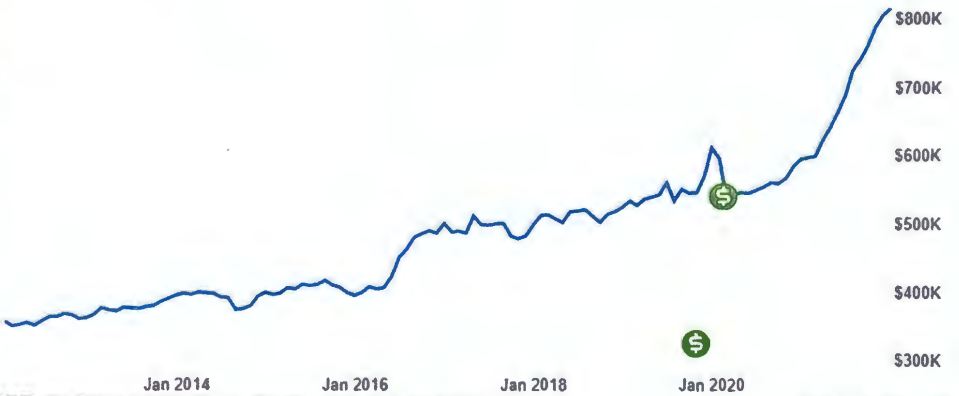
ESTIMATE BASED ON

Comparable homes **$891,193**

Local tax assessments **$767,843**

Local Home Values 1 year 5 years 10 years

This home --



Case 1:23-cv-01097-PLM-RSK ECF No. 1-12, PageID.302 Filed 10/13/23 Page 24 of 50



- RENTAL ZESTIMATE : $3,221/mo

Report Generated on January 3rd, 2022

Close

Estimated net proceeds

$325,558

Est. selling price of your home	$ 814,200
Est. remaining mortgage ?	$ 416,931
Est. prep & repair costs ?	$6,000
Est. closing costs ?	$65,712
Est. total selling costs (9%)	**$71,712**

All calculations are estimates and provided for informational purposes only. Actual amounts may vary.

Comparable homes

These are recently sold homes with similar features to this home, such as bedrooms, bathrooms, location, and square footage.

OUR NEIGHBOR'S HOUSE



This home
$814,200
Sold
4 beds
3 baths
2640 sqft
$308 / sqft



1 1969 Sunny Side Dr
$820,000
Sold 8 months ago
3 beds
3 baths
2598 sqft
$316 / sqft

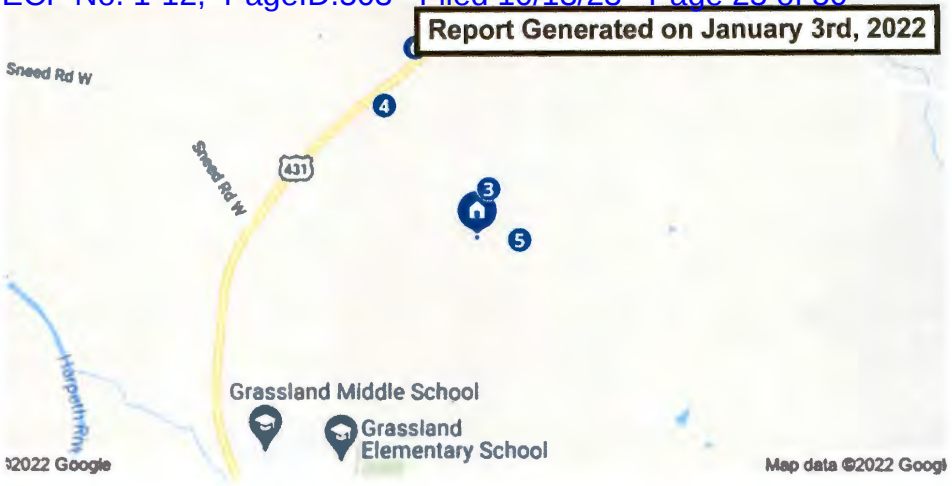


2 2011 Sunny Side Dr
$720,000
Sold 12 months ago
4 beds
3 baths
3429 sqft
$210 / sqft



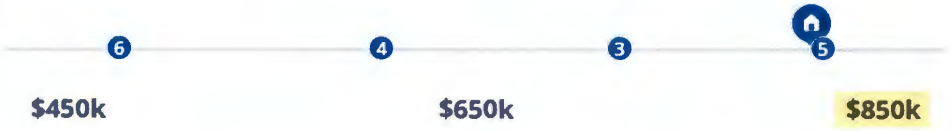
3 201
$720,0
Sold
4 beds
3 baths
3429 sc
$210 /





Comparative value

Here's how this home's value estimate compares to similar homes nearby.



Overview

ALL BRICK RANCH*CUL-DE-SAC LOCATION*HUGE BEDROOMS & BONUS ROOM*9FT CEILINGS & CROWN MOLDING IN LIVING RM, DINING RM, & FOYER*HEATED FLR IN GUEST BATH*PRIVATE WOODED LOT*CONVENIENT TO NASHVILLE, BRENTWOOD & FRANKLIN

Facts and features

Edit

- Singlefamily
- Built in 1977
- Forced air, electric
- Central
- 5 Parking spaces
- 1.05 Acres

Interior details

Bedrooms and bathrooms
Bedrooms: 4
Bathrooms: 3
Full bathrooms: 2
1/2 bathrooms: 1

Basement
Basement: Unfinished

Flooring
Flooring: Hardwood

Heating
Heating features: Forced air, Electric

Cooling
Cooling features: Central

Appliances
Appliances included: Dishwasher, Garbage disposal, Microwave, Range / Oven

Other interior features
Total interior livable area: 2,640 sqft
Fireplace: Yes



Report Generated on January 3rd, 2022.

As of the date of this report, the Owner appears to be using the Property as a Rental.

Though it seems strange to pay $540k to purchase a home for a RENTAL. Based upon my 17-Years as a Licensed Tennessee Real Estate Agent, I believe that the Owner is doing this, to "HOLD" the property. Essentially for free, while paying down the debt. As the VALUE of this property exponentially INCREASES over the next 10-15 years.

Property details

Report Generated on January 3rd, 2022

Parking
Total spaces: 5
Parking features: Garage - Attached, Off-street, Covered

Property
Exterior features: Shingle, Brick, Cement / Concrete
View description: Park, Mountain

Lot
Lot size: 1.05 Acres

Other property information
Parcel number: 094013JA03500

Construction details

Type and style
Home type: SingleFamily

Material information
Foundation: Crawl/Raised
Roof: Asphalt

Condition
Year built: 1977

Utility
Water information: City Water

Community and Neighborhood Details

Location
Region: Brentwood

Other financial information
Annual tax amount: $2,147

Other facts
Basement Description: Crawl
Floor Types: Finished Wood
Oven Source: Electric
Sewer System: Septic Tank
Bedroom 1 Description: Master BR Downstairs
Construction Type: All Brick
Cooling System: Central
Garage Capacity: 2
Heating Source: Electric
Heating System: Central
Water Source: City Water
Garage Description: Attached - SIDE
Interior Other: Ceiling Fan, Storage, Wood Burning FP
Living Room Description: Fireplace
Oven Description: Double Oven
Range Description: Cooktop
Patio/Deck: Deck
Built Information: Renovated
Basement Type: Other
Kitchen Description: Eat-In
Master Bath Description: Ceramic
Dining Room Description: Separate
Range Source: Gas
Fence Type: Partial
Area: 10-Williamson County
County: Williamson County, TN
Cooling Source: Gas
Contingency Type: Inspection
Property Class: Residential
Sq. Ft. Measurement Source: Prior Appraisal
Acreage Source: Calculated from Plat
Full Baths Main: 2
New Construction: 0
Number Of Fireplaces: 1
Number Of Stories: 2.00
Half Baths Main: 1
Kitchen Dimensions: 13x11
Rec Room Dimensions: 25x20
Tax Amount: 2080
Sq. Ft. Main Floor: 2640
Mls Status: Under Contract - Showing
Standard Status: Active Under Contract
Listing Type: STAND

Due to the LOCATION, the massive growth of the Greater Nashville Area, along with the unique characteristics of this property, I had estimated that it would be worth a MILLION DOLLARS and that we would have it completely paid-off within that time period. (Our Retirement "Nest Egg".)

So far the property has been outperforming even my investment expectations. Between 2/18/2020 & 1/3/2022, it appreciated another $300k in VALUE. WORTH over $800k, while we only owed $300k.

Which is the RETURN on our Pre-Marital Retirement Funds, INVESTED in Williamson County Real Estate!

STOLEN: "Under Color of Law" by Judge Michael W. Binkley, Attorney Virginia Lee Story, Attorney Mary Beth Ausbrooks, with the help of a HALF-DOZEN of their POWERFUL FRIENDS and ASSOCIATES!

OUR COURT ORDERED AUCTION After WE INVESTED $200k MORE PLUS 9-Years of Hard Work!

We INSTANTLY LOST about $250k the DAY that our home AUCTIONED!

Price history

Auction Investor Resold 4-Months Later On the Market for a $200,000 Profit!

Date	Event	Price	
2/18/2020	Sold	$540,000 (-10%)	$205/sqft
	Source: Public Record Report		
1/13/2020	Price change	$599,990 (-3.2%)	$227/sqft
	Source: Benchmark Realty, LLC Report		
12/27/2019	Price change	$619,900 (-3.1%)	$235/sqft
	Source: Benchmark Realty, LLC Report		
12/5/2019	Listed for sale	$639,900 (+97.3%)	$242/sqft
	Source: Benchmark Realty, LLC Report		
10/30/2019	Sold	$324,359 (-7.3%)	$123/sqft
5/12/2011	Sold	$350,000	$133/sqft
	Source: Public Record Report		
4/22/2011	Listing removed	$360,000	$136/sqft
	Source: Zeitlin & Co., Realtors Report		
9/30/2010	Listed for sale	$360,000 (+42.3%)	$136/sqft
	Source: Zeitlin & Co., Realtors Report		
7/13/2005	Sold	$253,000 (+11%)	$96/sqft
	Source: Public Record Report		
8/10/1998	Sold	$228,000	$86/sqft
	Source: Public Record Report		

Our Initial Purchase. Home Needed Massive Core Improvements for Health & Safety!

Public tax history

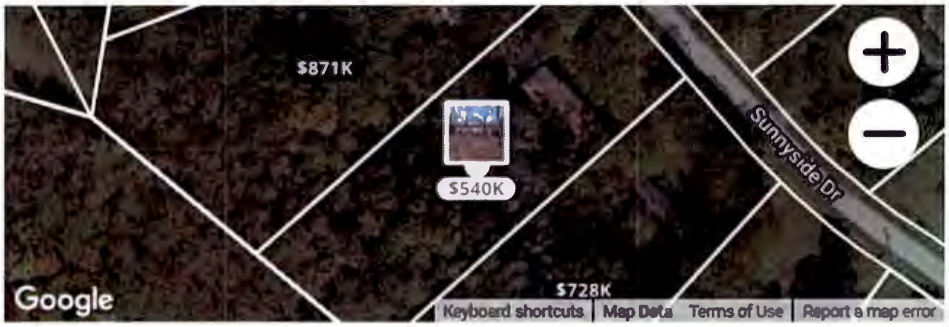
Year	Property Taxes	Tax Assessment
2020	$2,147	$96,725
2019	$2,147 (+3.2%)	$96,725
2018	$2,080	$96,725
2017	$2,080	$96,725
2016	--	$96,725 (+23.7%)
2015	--	$78,175
2014	--	$78,175
2013	--	$78,175
2012	--	$78,175
2011	--	$78,175 (+23.5%)

Report Generated on January 3rd, 2022

2007	$1,462	$63,278
2006	$1,462 (+9.8%)	$63,278 (+35%)
2005	$1,331	$46,873

Neighborhood: 37027

SURROUNDED BY HUNDREDS OF ACRES OF PROTECTED WOODLANDS!



Nearby homes



$540,000
4 bd 3 ba 2.6k sqft
1986 Sunny Side Dr, Brentwood, TN 370...
Sold



$728,100
-- bd 2 ba 80 sqft
1980 Sunny Side Dr, Brentwood, TN 370...
Off Market

MLS ID #2103371

Nearby schools in Brentwood

Elementary: Grassland Elementary
Middle: Grassland Middle School
High: Franklin High School

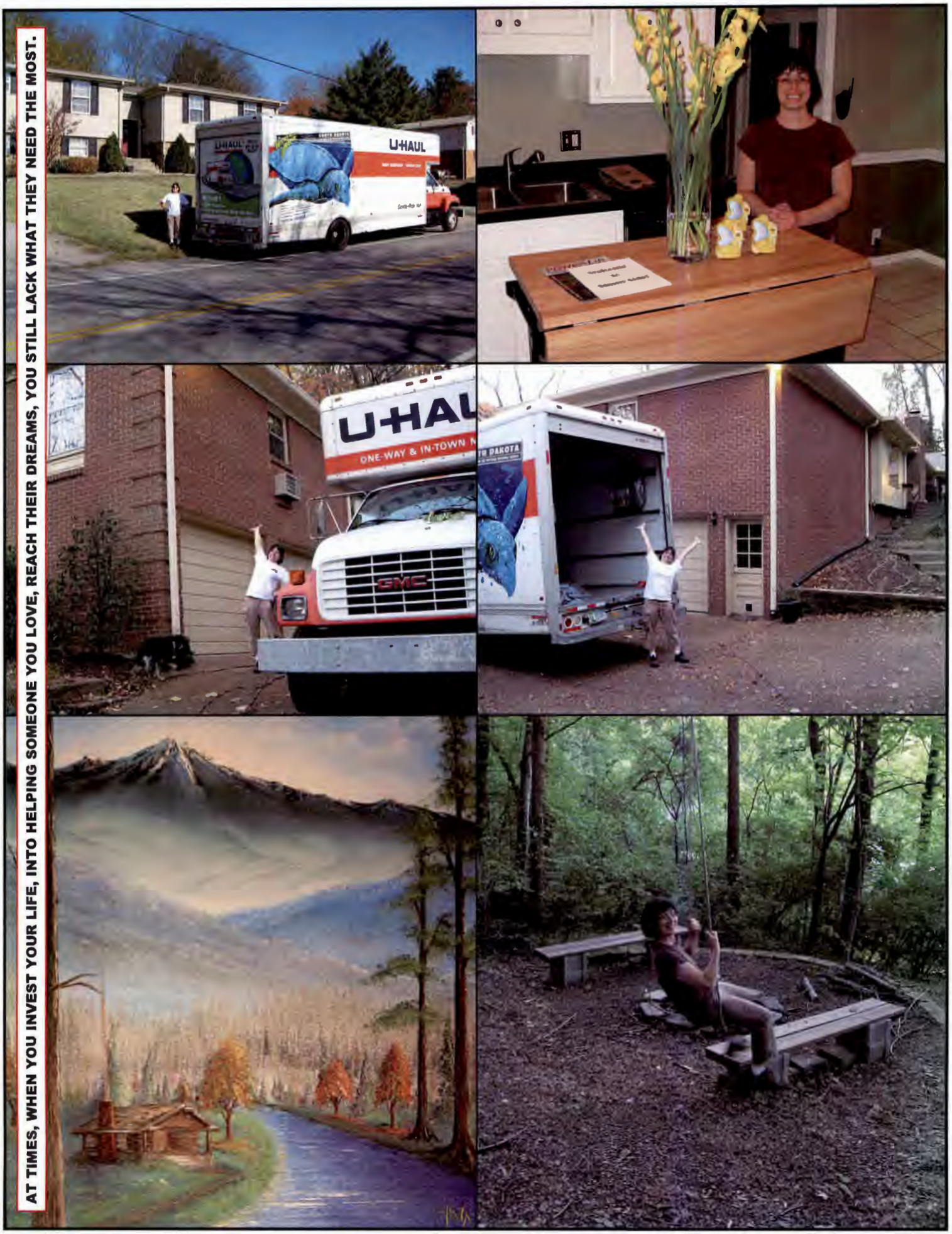
GreatSchools rating

7/10 **Grassland Elementary**
Grades: K-5 Distance: 0.8 mi

9/10 **Grassland Middle School**
Grades: 6-8 Distance: 0.9 mi

9/10 **Franklin High School**
Grades: 8-12 Distance: 5 mi

Report Generated on January 3rd, 2022


U-HAUL
U-HAUL
ONE-WAY & IN-TOWN
GMC
AT TIMES, WHEN YOU INVEST YOUR LIFE, INTO HELPING SOMEONE YOU LOVE, REACH THEIR DREAMS, YOU STILL LACK WHAT THEY NEED THE MOST.

SUNNY SIDE









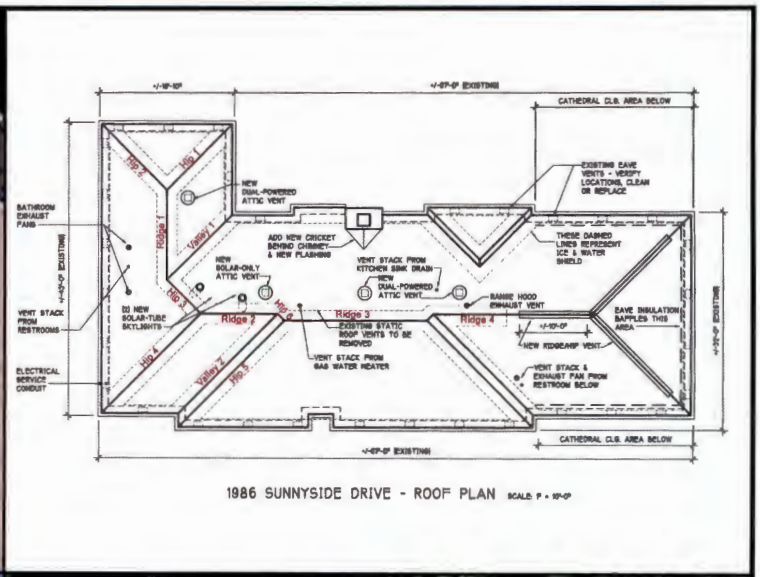




Case 1:23-cv-01097-PLM-RSK ECF No. 1-12, PageID.309 Filed 10/13/23 Page 31 of 50

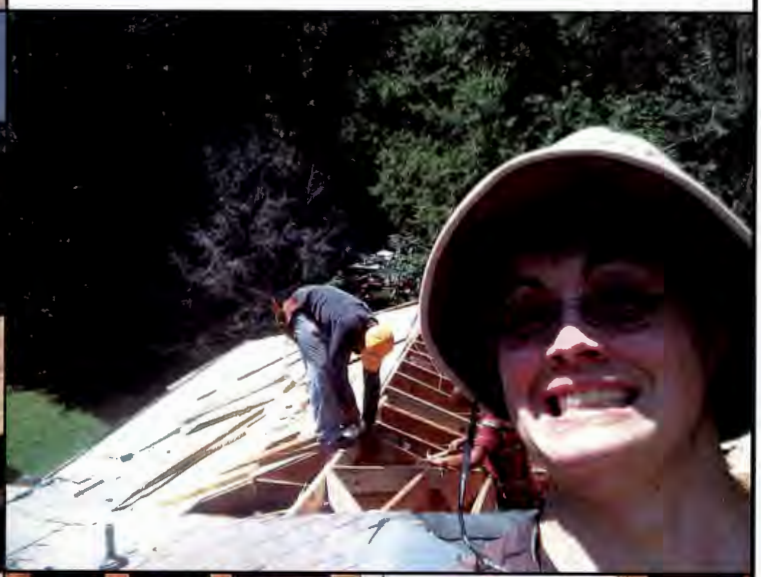






1986 SUNNYSIDE DRIVE - ROOF PLAN












AT TIMES, WHEN YOU INVEST YOUR LIFE, INTO HELPING SOMEONE YOU LOVE, REACH THEIR DREAMS, YOU STILL LACK WHAT THEY NEED THE MOST.
U-HAUL
Moving and Storage Boxes
www.uhaul.com
1-800-GO-UHAUL

Case 1:23-cv-01097-PLM-RSK ECF No. 1-12, PageID.512 Filed 10/13/23 Page 34 of 50



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

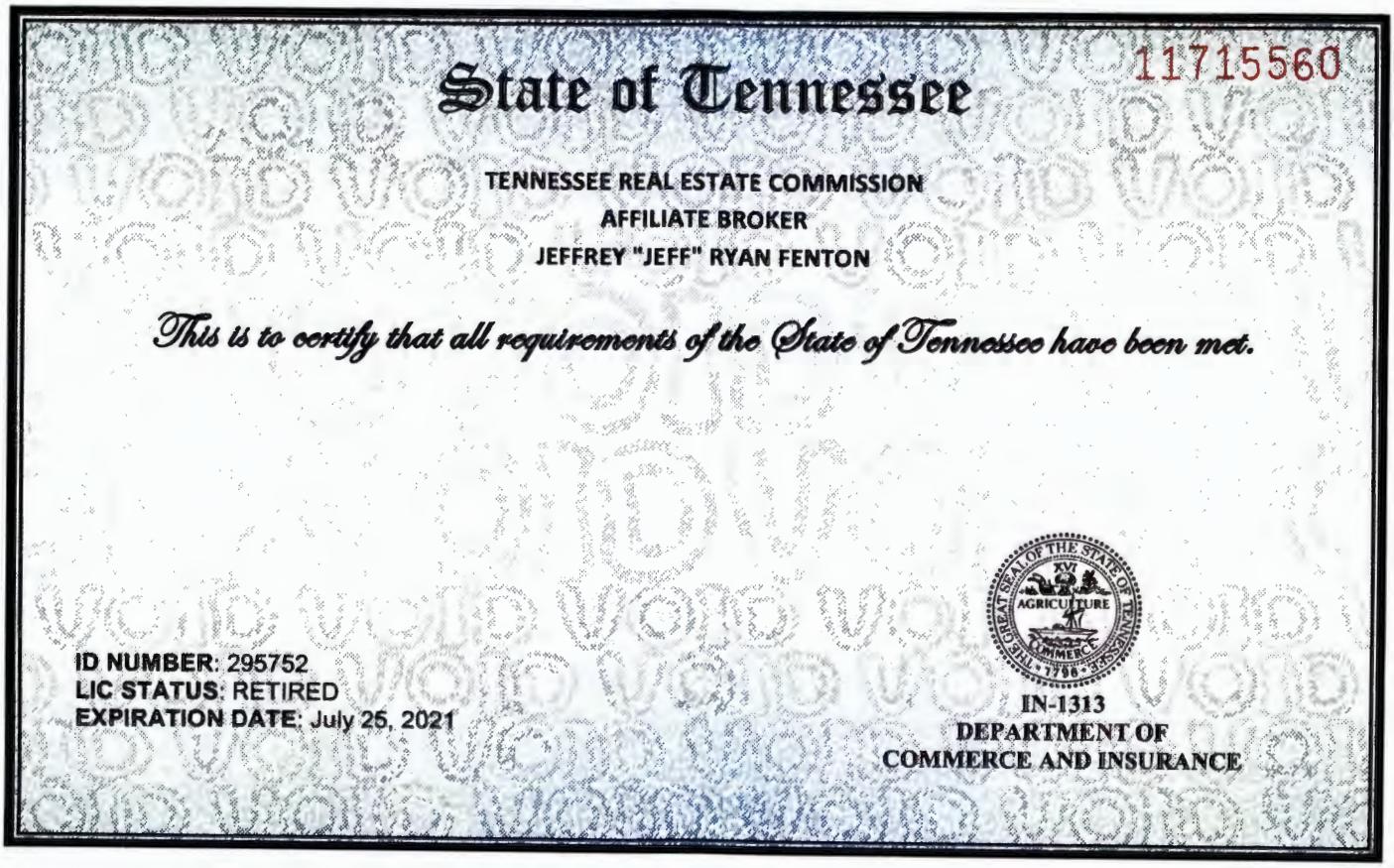
602860 THIS IS TO CERTIFY THAT ALL REQUIREMENTS OF THE STATE OF TENNESSEE HAVE BEEN MET

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


State of Tennessee

11715560

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

To view more pictures of this breathtaking property, please visit our website at Brentwood21.com.



- Arden Woods -

6393 Chartwell Court

Brentwood, Tennessee









License Search and Verification

License verification is moving to License, Permit, Registration Search on August 15, 2021.

For best results, please limit the number of search fields. Only exact matches will be displayed. You may need to try different variations of search terms. e.g., "Smith and Smith Construction" and "Smith & Smith Construction." If any name has an apostrophe in it, please replace the apostrophe with a percent sign, entering "Smith's Auto Shop" as "Smith%s Auto Shop."

After you submit the search form, your results will appear below the form in this window (the form will remain for your reuse)...if you cannot see the results below, please scroll further down the search form.

For self-insured workers' compensation, or other reports, please submit to the Public Record Request form.

<< Click Here To Go Back To The Search Page

License Details	
License Status	Expired
License #	295752
License ID	295752
Expiration Date	Jul 25 2021
Original Date	Dec 9 2004
Profession Code	2501
Profession Name	Real Estate Agent
First Name	JEFFREY "JEFF"
Middle Name	RYAN
Last Name	FENTON
City	BRENTWOOD
State	TN
Zip Code	37027
Rank	Affiliate Broker

License Activity Description Expired-Grace

Continuing Education

License ID	Course Name	Provider Name	End Date	Credit Hours
295752	TREC CORE 2015-2016(PP)	MCKISSOCK, INC	Jul 24 2015	6
295752	SUCCESS IN COMM REALESTATE(CR	CCIM INSTITUTE	Jul 24 2014	16
295752	2013-2014 TREC CORE(1338) (I)	MCKISSOCK, INC	Jul 2 2013	6
295752	LEINS,TAXES & FORECLOSURES(I)	MCKISSOCK, INC	Jul 2 2013	4
295752	NATL MARK,NEG,CLOSE SALE (I)	MCKISSOCK, INC	Jul 2 2013	3
295752	SHORT SALES (I)	MCKISSOCK, INC	Jul 2 2013	3
295752	EFFECTIVE LISTING PRES (I)	MCKISSOCK, INC	Jul 3 2011	4
295752	TREC CORE 11/12 (1338) (I)	MCKISSOCK, INC	Jul 1 2011	6
295752	SHORT SALES (I)	MCKISSOCK, INC	Jun 29 2011	3
295752	FHA 203K RENOV LOAN (CR)	REAL ESTATE LEADERSHIP SCHOOL	Apr 12 2011	3
295752	CONCISE GUIDE TO RE TAX (I)	MCKISSOCK, INC	Jan 16 2009	4
295752	LOAN TYPES/INSTRU OF FIN (I)	MCKISSOCK, INC	Jan 7 2009	3
295752	TITLE INSURANCE/CURRENT (I)	MCKISSOCK, INC	Dec 31 2008	2
295752	TAX OF R E CAPITAL GAIN (I)	MCKISSOCK, INC	Dec 30 2008	3
295752	TREC CORE 07/08 (1338)(I)	MCKISSOCK, INC	Dec 29 2008	4

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295752	APPRAISAL PROCESS AGENTS (DB)	MCKISSOCK, INC	Oct 23 2006	4
295752	TREC CORE 05/06 (1338)(I)	MCKISSOCK, INC	Oct 17 2006	4
295752	REALTRACS PLUS (CR)	REALTRACS SOLUTIONS (MTRMLS,INC)	Jun 5 2006	2
295752	BECAUSE IT'S RIGHT THING (CR)	WILLIAMSON COUNTY ASSN. OF REALTORS	May 18 2006	4
295752	WHAT YOU SAY WILL HURT U (CR)	WILLIAMSON COUNTY ASSN. OF REALTORS	May 18 2006	2
295752	COURSE FOR NEW AFFILIATES(CR)	NASHVILLE SCHOOL OF REAL ESTATE	Aug 13 2004	30
295752	REAL ESTATE FUNDAMENTALS (CR)	NASHVILLE SCHOOL OF REAL ESTATE	Aug 6 2004	60

Ascend Federal Credit Union
550 William Northern Blvd., P.O. Box 1210
Tullahoma, Tennessee 37388
(931)455-5441

ACCOUNT NUMBER		PAGE
2576580		1
	01APR10	30APR10
SOCIAL SECURITY NUMBER	FROM	TO
	STATEMENT PERIOD	

KN E-STMT

MORTGAGE SPECIAL!

Now through May 31 or until allocated funds are depleted, Ascend is offering a great mortgage special. Visit ascendfcu.org or call 1-800-342-3086 for details.

FAWN FENTON
JEFFREY R FENTON
P.O. BOX 111777
NASHVILLE TN 37222

NOTICE: See reverse side for important information

SHARE Suffix 0

OUR JOINT REAL ESTATE INVESTMENT HOLDING FUND

FOR OUR MARITAL RESIDENCE AT:

1986 SUNNYSIDE DR, BRENTWOOD, TN 37027

Purchase Closed on 4/29/2011

Your balance at the beginning of the period.....$ 12049.92
28APR DEPOSIT-ACH-A-INVEST 9758.76 = 21808.68
VGI-REIT IX IN (INVESTMENT)
MY Premarital Retirement Funds (After the 2008 Market Crisis)
28APR DEPOSIT-ACH-INVESTMENT 8023.32 = 29832.00
VGI-STR EQUITY (INVESTMENT)
30APR DIVIDEND through 30APR2010 11.93 = 29843.93
ANNUAL PERCENTAGE YIELD EARNED: 1.05% FOR A 30 DAY PERIOD
Average Daily Balance: 13828.13

Your new balance on 30APR10.....$ 29843.93

	Total for this period	Total year-to-date
TOTAL OVERDRAFT ITEM FEES	0.00	0.00
TOTAL RETURNED ITEM FEES	0.00	0.00

Dividends Paid To You In 2010 On Suffix 0 $ 46.01

SHARE DRAFT Suffix 7

No. 1002576580. Balance at the beginning of the period.....$ 611.75
Additions and miscellaneous withdrawals:
30APR DIVIDEND through 30APR2010 0.20
ANNUAL PERCENTAGE YIELD EARNED: 0.40% FOR A 30 DAY PERIOD
Average Daily Balance: 611.75

0 Withdrawals = 0.00 1 Deposits = 0.20 0 Drafts Cleared
Your new balance on 30APR10.....$ 611.95

	Total for this period	Total year-to-date
TOTAL OVERDRAFT ITEM FEES	0.00	0.00
TOTAL RETURNED ITEM FEES	0.00	0.00

Dividends Paid To You In 2010 On Suffix 7 $ 0.95

To report a lost or stolen Freedom (Visa Check) Card after Credit Union Business Hours, call 1-800-250-9655.

Your Financial Summary

Your total Draft balances.....$ 611.95
Your total Share balances.....$ 29,843.93

YTD Tax Summary

YEAR-TO-DATE INFORMATION FOR TAX PURPOSES:
Total non-IRA dividends earned
(May be reported to IRS as interest for this calendar year)..$ 46.96

*ASTERISK NEXT TO

We lived under the SPIRITUAL PRINCIPAL of the "TWO becoming ONE at MARRIAGE". Throughout the ENTIRE DURATION of OUR MARRIAGE. Until after my ex-wife unnecessarily, prematurely, and irresponsibly ABANDONDED our Marital Residence. (It was 2,500 SqFt, and NOT a hostile environment.)

ALL of our ASSETS and DEBTS were ALWAYS Held as ONE "Tenancy by Entirety". Regardless of whose NAME either were technically in. **Those choices were strategically for the BENEFIT of BOTH of US!** (Whether for preferential interest rates, risk mitigation, etc... which was EQUALLY for BOTH OUR BENEFIT!) **It was a matter of "OUR LEFT POCKET" vs "OUR RIGHT POCKET". NEVER "HERS" or "MINE"!**

2010 Form 1099-R

Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.

1-800-662-2739

PAGE 2 OF 3

Vanguard

P.O. BOX 2600 · VALLEY FORGE, PA 19482-2600

PAYER'S name
Vanguard Fiduciary Trust Company

JEFFREY RYAN FENTON
PO BOX 111777
NASHVILLE TN 37222-1777

PAYER'S federal identification number
23-2640992

RECIPIENT'S identification number
XXX-XX-5069

This information is being furnished to the Internal Revenue Service.
Department of the Treasury - Internal Revenue Service

Plan Name

Fund Name | Account number

Box 1: Gross distribution	Box 2a: Taxable amount	Box 2b: Taxable amount not determined	Box 4: Federal income tax withheld	Box 7: Distribution code(s)	IRA/ SEP/ SIMPLE	Box 10: State tax withheld	Box 11: State/Payer's state no.	Box 12: State distribution
ROTH IRA								
STRATEGIC EQUITY FUND			09984339759					
8,023.32		X	0.00	J				
REIT INDEX FUND INV			09984339759					
9,758.76		X	0.00	J				

JEFF'S TOTAL RETIREMENT DISTRIBUTION
(After 2007–2008 Financial Crisis)
DEPOSITED IN ASCEND JOINT
HOUSE INVESTMENT FUND
on 4/25/2010

$17,782.08

Form 1099-R
OMB No. 1545-0119

Copy B Report this income on your federal tax return. If this form shows federal income tax withheld in box 4, attach this copy to your return.

2-3

01035809

Vanguard

Confirmation

Confirmation number W206391736
Thank you. You can print this page for your records.

Vanguard received your transaction on 04/24/2010, at 3:58 a.m., Eastern time.

Redemption requests received before 4 p.m., Eastern time, are processed the same business day, and your money should be delivered to your bank in two business days. Requests received after 4 p.m., Eastern time, are processed the next business day, and your money should be delivered to your bank in three business days.

Your Vanguard account will reflect the redemption the day after it is processed.

You'll receive confirmation of this transaction electronically, with an e-mail notification sent at the end of the day on which your request is processed.

Notice of your confirmation will be sent to the Web-registered address below. You can change your e-mail address at any time.

E-mail address	Business@FentonMail.com

Fund information

Account	Jeffrey Ryan Fenton—Roth IRA
Fund name	REIT Index Fund Inv (VGSIX)
Fund & account	0123-09984339759

Method and amount

Sale amount	100%
Redemption method	Electronic Bank Transfer

Fee information

Redemption fee	$0.00

Restrictions

Restricted until	06/25/2010

Information on Vanguard's frequent-trading policy is available in each fund's prospectus. You can review our redemption policies. 06/25/2010.

Bank instructions

Routing number	264181626

Name of bank	ASCEND FCU
Bank account number	********6580
Bank account type	Savings (JOINT HOUSE INVESTMENT FUND)
Bank account registration	Jeffrey R Fenton
	Fawn Fenton

Withholding information

Federal withholding	Do not withhold

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Vanguard

Confirmation

Confirmation number W206391261
Thank you. You can print this page for your records.

Vanguard received your transaction on 04/24/2010, at 4:02 a.m., Eastern time.

Redemption requests received before 4 p.m., Eastern time, are processed the same business day, and your money should be delivered to your bank in two business days. Requests received after 4 p.m., Eastern time, are processed the next business day, and your money should be delivered to your bank in three business days.

Your Vanguard account will reflect the redemption the day after it is processed.

You'll receive confirmation of this transaction electronically, with an e-mail notification sent at the end of the day on which your request is processed.

Notice of your confirmation will be sent to the Web-registered address below. You can change your e-mail address at any time.

E-mail address	Business@FentonMail.com

Fund information

Account	Jeffrey Ryan Fenton—Roth IRA
Fund name	Strategic Equity Fund (VSEQX)
Fund & account	0114-09984339759

Method and amount

Sale amount	100%
Redemption method	Electronic Bank Transfer

Restrictions

Restricted until	06/25/2010

Information on Vanguard's frequent-trading policy is available in each fund's prospectus. You can review our redemption policies. 06/25/2010.

Bank instructions

Routing number	264181626
Name of bank	ASCEND FCU
Bank account number	********6580
Bank account type	Savings (JOINT HOUSE INVESTMENT FUND)

Bank account registration	Jeffrey R Fenton
	Fawn Fenton

Withholding information

Federal withholding	Do not withhold

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Ascend Federal Credit Union
550 William Northern Blvd., P.O. Box 1210
Tullahoma, Tennessee 37388
(931)455-5441

ACCOUNT NUMBER		PAGE
2576580		1
	01OCT09	31OCT09
SOCIAL SECURITY NUMBER	FROM	TO
	STATEMENT PERIOD	

KN E-STMT

REQUIRED CARD ACT NOTIFICATION
Please note that your loan payment will not be considered late until the 24th of the month. *This applies only to loans under an open end plan. *This does not apply to closed end Real Estate, Indirect Auto and Credit Card loans or loans currently delinquent. *This does not apply to loans with payments that are due after the 24th of month.

FAWN FENTON
JEFFREY R FENTON
P.O. BOX 111777
NASHVILLE TN 37222

NOTICE: See reverse side for important information

SHARE Suffix 0 — OUR JOINT REAL ESTATE INVESTMENT HOLDING FUND FOR OUR MARITAL RESIDENCE AT: 1986 SUNNYSIDE DR, BRENTWOOD, TN 37027 Purchase Closed on 4/29/2011

Your balance at the beginning of the period.....				$ 620.58
05OCT WITHDRAWAL E-Branch			-600.00 =	20.58
Transfer "STD" 600.00 to share 7				
20OCT DEPOSIT			453.02 =	473.60
DBO Deposit Funds Transfer From 064005203				
20OCT WITHDRAWAL			-453.02 =	20.58
DBO Withdraw Funds For Credit Distribution				
23OCT DEPOSIT	Fawn's Premarital Retirement Funds		10797.02 =	10817.60
31OCT DIVIDEND through 31OCT2009	(After the 2008 Market Crisis)		3.16 =	10820.76
ANNUAL PERCENTAGE YIELD EARNED: 1.16% FOR A 31 DAY PERIOD				
Average Daily Balance: 3232.62				
Your new balance on 31OCT09.....				$ 10820.76
Dividends Paid To You In 2009 On Suffix 0			$ 42.41	

AUTO Loan 1 — Prius Paid Off from Fawn's Vanguard Retirement

Remainder Deposited for Marital Residence

Your balance at the beginning of the period.....				$ 1793.13
4.75% ***ANNUAL PERCENTAGE RATE***				
.013014% Daily Periodic Rate				
	(PAYMENT)	**FINANCE** **CHARGE**	PRINCIPAL	
20OCT PAYMENT	(453.02)	6.77	446.25 =	1346.88
DBO distribution $453.02 from account ****580...064005203				
23OCT PAYMENT	(1347.41)	0.53	1346.88 =	0.00
Your new balance on 31OCT09.....				$ 0.00
FINANCE CHARGES PAID IN 2009 ON LOAN 1			$ 65.53	

SHARE DRAFT Suffix 7

No. 1002576580. Balance at the beginning of the period.....			$ 10.26
Additions and miscellaneous withdrawals:			
05OCT DEPOSIT E-Branch		600.00	
Transfer "STD" 600.00 from share 0			
31OCT DIVIDEND through 31OCT2009		0.23	
ANNUAL PERCENTAGE YIELD EARNED: 0.51% FOR A 31 DAY PERIOD			
Average Daily Balance: 532.84			
0 Withdrawals = 0.00 2 Deposits = 600.23 0 Drafts Cleared			
Your new balance on 31OCT09.....			$ 610.49
Dividends Paid To You In 2009 On Suffix 7		$ 0.48	

To report a lost or stolen Freedom (Visa Check) Card after Credit Union Business Hours, call 1-800-250-9655.

Your Financial Summary

Your total Draft balances.....	$ 610.49
Your total Share balances.....	$ 10,820.76
Your total Loan balances.....	$ 0.00

YTD Tax Summary

YEAR
Tota
(May
Tota

*ASTERISK NEXT TO

We lived under the SPIRITUAL PRINCIPAL of the "TWO becoming ONE at MARRIAGE". Throughout the ENTIRE DURATION OF OUR MARRIAGE. Until after my ex-wife unnecessarily, prematurely, and irresponsibly ABANDONDED our Marital Residence. (It was 2,500 SqFt, and NOT a hostile environment.)

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Case 1:23-cv-01097-PLM-RSK ECF No. 1-12, PageID.525 Filed 10/13/23 Page 47 of 50

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Deposit Slip Copy

Ascend
Federal Credit Union

Raising Possibilities

ASCEND FEDERAL CREDIT UNION
P.O. BOX 1210
TULLAHOMA
TN 37388

ACCT: 2576580
FAWN FENTON

ACCOUNT-SF	AMOUNT	SEQ	
TO AUTO			
2576580-L1	1347.41	181	← amount put towards Prius
BALANCE:	0.00		← current car loan resulting balance
PREVIOUS:	1346.88		
PRINCIPAL:	1346.88		← amount owed on car to date
INTEREST:	0.53		
CARRYOVER:	10797.02		← remainder of Vanguard checks
TO SHARE			
2576580-S0	10797.02	182	← Vanguard checks remainder deposit to Savings
BALANCE:	10817.60		← current resulting savings balance
PREVIOUS:	20.58		
AVAILABLE:	10812.60		
CHECKS:	12144.43		← Total Vanguard checks

7092588 23 OCT 09 11:54AM
BR 8 TLR 754

IMPORTANT NOTICE

REMINDER: Ascend Federal Credit Union does not guarantee funds for checks drawn on other financial institutions. Please remember that even after funds have been made available to you, and you have withdrawn the funds, you are still responsible for checks you deposit or cash that are returned to us unpaid for any other problems involving your transaction.

FAWN'S TOTAL RETIREMENT DISTRIBUTION
(After 2007–2008 Financial Crisis)
DEPOSITED IN ASCEND JOINT
HOUSE INVESTMENT FUND
on 10/23/2009

$12,144.43

2009 Form 1099-R

Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.

Vanguard®

P.O. BOX 2600 - VALLEY FORGE, PA 19482-2600

PAGE 1 of 1

1-888-285-4563

FAWN TIFFANY FENTON
PO BOX 111777
NASHVILLE TN 37222-1777

PAYER'S name
Vanguard Fiduciary Trust Company

PAYER'S federal Identification number
23-2640992

RECIPIENT'S identification number
[redacted]-2065

This information is being furnished to the Internal Revenue Service.
Department of the Treasury—Internal Revenue Service

Plan Name

Fund Name | **Account number**

Box 1: Gross distribution	Box 2a: Taxable amount	Box 2b: Taxable amount not determined	Box 4: Federal income tax withheld	Box 7: Distribution code(s)	IRA/ SEP/ SIMPLE	Box 10: State tax withheld	Box 11: State / Payer's state no.	Box 12: State distribution
ROTH IRA								
REIT INDEX FUND INV			88016994559					
2,984.96		X	0.00	J				
TARGET RETIREMENT 2035			88016994559					
5,235.30		X	0.00	J				
DIVERSIFIED EQUITY INV			88016994559					
3,924.17		X	0.00	J				

FAWN'S TOTAL RETIREMENT DISTRIBUTION
(After 2007–2008 Financial Crisis)
DEPOSITED IN ASCEND JOINT
HOUSE INVESTMENT FUND
on 10/23/2009

$12,144.43

Form 1099-R
OMB No. 1545-0119

Copy B Report this income on your federal tax return. If this form shows federal income tax withheld in box 4, attach this copy to your return.

Vanguard

OCTOBER 13, 2009

Vanguard Diversified Equity Fund
Investor Shares

VFTC - CUSTODIAN ROTH IRA

FAWN TIFFANY FENTON
PO BOX 111777
NASHVILLE TN 37222-1777

2933

ACCOUNT VALUE
$.00

CHECK CONFIRMATION

FUND NUMBER 608
ACCOUNT NUMBER 88016994559
CHECK NUMBER 15491307

ACCOUNT SERVICE
CALL 1-800-662-2739

Trade Date	Transaction Description	Dollar Amount	Share Price	Share Amount	Shares Owned
	BEGINNING BALANCE				228.548
10/13	Early roth distribution	-3,924.17	17.17	-228.548	

PAID THIS CALENDAR YEAR	Income Dividends	+	Short-term Gains	+	Long-term Gains	=	TOTAL DISTRIBUTIONS

2933

Detach this confirmation and retain for your records before cashing or depositing check.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND-NOT A WHITE BACKGROUND

REDEMPTION CHECK

Vanguard Diversified Equity Fund
Investor Shares

Check Number	Date Of Check	
15491307	10/13/2009	88016994559

Dollars	Cents
********3,924	17

Please cash this check within six (6) months.

Pay To The Order Of
FAWN TIFFANY FENTON

60-182
433

PAYABLE AT
PNCBANK
PNC BANK, National Association
JEANNETTE, PA

Richard D. Carpenter
Authorized Signature

Vanguard®

⑈00154913078⑈ ⑆043301627⑆ 10024191331⑈

Vanguard

OCTOBER 13, 2009

Vanguard REIT Index Fund
Investor Shares

FAWN TIFFANY FENTON
PO BOX 111777
NASHVILLE TN 37222-1777

2607

VFTC - CUSTODIAN ROTH IRA

ACCOUNT VALUE
$.00

CHECK CONFIRMATION

FUND NUMBER 123
ACCOUNT NUMBER 88016994559
CHECK NUMBER 15490981

ACCOUNT SERVICE
CALL 1-800-662-2739

Trade Date	Transaction Description	Dollar Amount	Share Price	Share Amount	Shares Owned
	BEGINNING BALANCE				220.781
10/13	Early roth distribution	-2,984.96	13.52	-220.781	

PAID THIS CALENDAR YEAR	Income Dividends	+	Short-term Gains	+	Long-term Gains	=	TOTAL DISTRIBUTIONS
	96.44						96.44

2607

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REDEMPTION CHECK

Vanguard REIT Index Fund
Investor Shares

Check Number	Date Of Check	
15490981	10/13/2009	88016994559

Dollars	Cents
******2,984	96

Please cash this check within six (6) months.

Pay To The Order Of
FAWN TIFFANY FENTON

60-162
433

PAYABLE AT
PNCBANK
PNC BANK, National Association
JEANNETTE, PA

Richard D. Carpenter
Authorized Signature

Vanguard

⑈0015490981⑈ ⑆043301627⑆ 100241913⑈

Case 1:20-cv-01097-PLM-RSK ECF No. 1-13, PageID.529 Filed 10/13/23 Page 16 of 68

Vanguard

OCTOBER 13, 2009

Vanguard Target Retirement 2035 Fund

FAWN TIFFANY FENTON
PO BOX 111777
NASHVILLE TN 37222-1777

2714

VFTC - CUSTODIAN ROTH IRA

ACCOUNT VALUE
$.00

CHECK CONFIRMATION

FUND NUMBER 305
ACCOUNT NUMBER 88016994559
CHECK NUMBER 15491088

ACCOUNT SERVICE
CALL 1-800-662-2739

Trade Date	Transaction Description	Dollar Amount	Share Price	Share Amount	Shares Owned
	BEGINNING BALANCE				456.037
10/13	Early roth distribution	-5,235.30	11.48	-456.037	

PAID THIS CALENDAR YEAR	Income Dividends	+	Short-term Gains	+	Long-term Gains	=	TOTAL DISTRIBUTIONS

2714

Detach this confirmation and retain for your records before cashing or depositing check.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND-NOT A WHITE BACKGROUND

REDEMPTION CHECK

Vanguard Target Retirement 2035 Fund

Check Number	Date Of Check	
15491088	10/13/2009	88016994559

Dollars	Cents
********5,235	30

Please cash this check within six (6) months.

Pay To The Order Of
FAWN TIFFANY FENTON

60-182
433

PAYABLE AT
PNCBANK
PNC BANK, National Association
JEANNETTE, PA

Richard D. Carpenter
Authorized Signature

Vanguard

⑈00154910888⑈ ⑆043301627⑆ 100241913 3⑈

ACCOUNT NUMBER		PAGE
2576580		1
	01MAR11	31MAR11
SOCIAL SECURITY NUMBER	FROM	TO
	STATEMENT PERIOD	

KN E-STMT

Ascend
Federal Credit Union

520 Airpark Drive, P.O. Box 1210
Tullahoma, Tennessee 37388
(931)455-5441

The Best Financing for Your Home!

From April 15 to June 10 or until allocated funds are depleted, Ascend is offering a great mortgage special. Visit ascendfcu.org or call 800-342-3086 for details.

FAWN FENTON
JEFFREY R FENTON
P.O. BOX 111777
NASHVILLE TN 37222

NOTICE: See reverse side for important information

SHARE Suffix 0

OUR JOINT REAL ESTATE INVESTMENT HOLDING FUND FOR OUR MARITAL RESIDENCE AT: 1986 SUNNYSIDE DR, BRENTWOOD, TN 37027
Purchase Closed on 4/29/2011

Your balance at the beginning of the period.....$ 42117.72
12MAR* DEPOSIT 2885.00 = 45002.72
31MAR DIVIDEND through 31MAR2011 22.41 = 45025.13
ANNUAL PERCENTAGE YIELD EARNED: 0.60% FOR A 31 DAY PERIOD
Average Daily Balance: 43979.01

Your new balance on 31MAR11.....$ 45025.13

	Total for this period	Total year-to-date
TOTAL OVERDRAFT ITEM FEES	0.00	0.00
TOTAL RETURNED ITEM FEES	0.00	0.00

Dividends Paid To You In 2011 On Suffix 0 $ 63.22

==========

SHARE DRAFT Suffix 7

No. 1002576580. Balance at the beginning of the period.....$ 609.97
Additions and miscellaneous withdrawals:
31MAR DIVIDEND through 31MAR2011 0.05
ANNUAL PERCENTAGE YIELD EARNED: 0.10% FOR A 31 DAY PERIOD
Average Daily Balance: 609.97

0 Withdrawals = 0.00 1 Deposits = 0.05 0 Drafts Cleared
Your new balance on 31MAR11.....$ 610.02

	Total for this period	Total year-to-date
TOTAL OVERDRAFT ITEM FEES	0.00	0.00
TOTAL RETURNED ITEM FEES	0.00	0.00

Dividends Paid To You In 2011 On Suffix 7 $ 0.20

To report a lost or stolen Freedom (Visa Check) Card after Credit Union Business Hours, call 1-800-250-9655.

==========

Your Financial Summary

Your total Draft balances.....$ 610.02
Your total Share balances.....$ 45,025.13

YTD Tax Summary

YEAR-TO-DATE INFORMATION FOR TAX PURPOSES:
Total non-IRA dividends earned
(May be reported to IRS as interest for this calendar year)..$ 63.42

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*ASTERISK NEXT TO

Transaction Result Page

Apr. 05, 2011 14:09
POST DATE: Apr. 05, 2011 The transfer of 5,000.00 from *0 : HOUSE SAVINGS*
To *7 : TENANT DEPOSITS*
was successful.

Please refer to the following reference information if you have any questions about this transaction.

e-branch Apr. 05, 2011 14:09 Ref: 365729

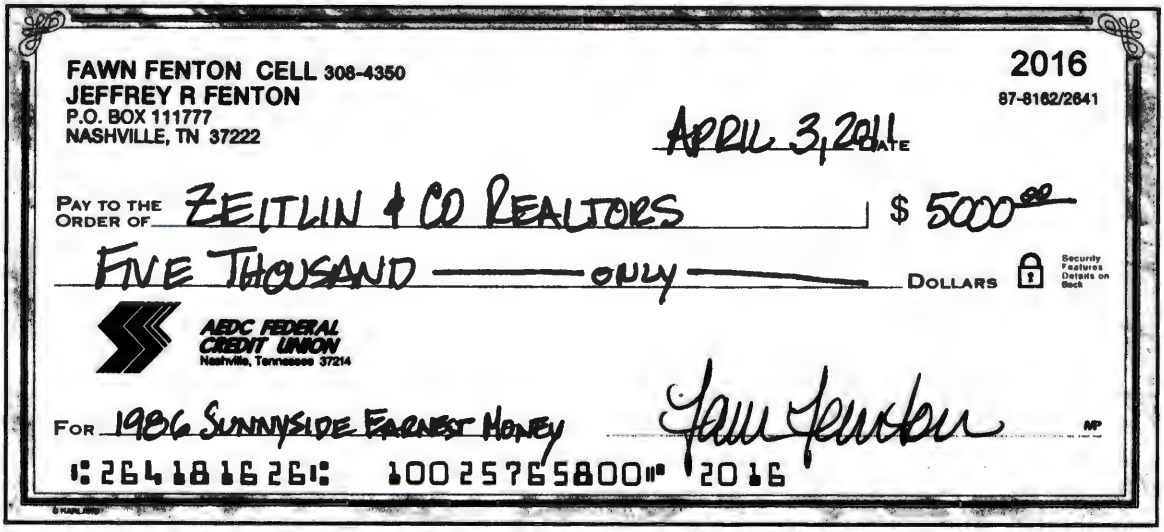
The following information reflects changes to the accounts or loans involved in this transaction

0 : HOUSE SAVINGS

Previous Available Balance	45,020.13
Previous Balance	45,025.13
New Available Balance	40,020.13
New Balance	40,025.13

7 : TENANT DEPOSITS

Previous Available Balance	610.02
Previous Balance	610.02
New Available Balance	5,610.02
New Balance	5,610.02



FAWN FENTON CELL 308-4350
JEFFREY R FENTON
P.O. BOX 111777
NASHVILLE, TN 37222

2016
87-8162/2641

APRIL 3, 2011 DATE

PAY TO THE ORDER OF ZEITLIN & CO REALTORS $ 5000.00

FIVE THOUSAND ——— ONLY ——— DOLLARS

Security Features Details on Back

AEDC FEDERAL CREDIT UNION
Nashville, Tennessee 37214

FOR 1986 SUNNYSIDE EARNEST MONEY

Fawn Fenton

⑆264181626⑆ 10025765800⑈ 2016

DATE	TELLER	TRANSACTION / TYPE	ACCOUNT-SFX	PREV BAL	CHK AMT	END BAL
28APR11	723-176	Cashier's Check Sal	2576580-0		34500.00	

Payee: TOUCHSTONE TITLE AND ESCROW LLC

S(0)	SD(7)	
5525.13	610.02	
Loan(1)	Loan(85)	Loan(90)
0.00	0.00	0.00

CHECK NO : 219813

TOUCHSTONE TITLE AND ESCROW LLC***

Ascend Federal Credit Union

DETACH THIS PORTION BEFORE DEPOSITING

WARNING: THIS CHECK IS PROTECTED BY SECURITY FEATURES. DETAILS ON BACK.

Ascend Federal Credit Union
Raising Possibilities

520 Airpark Drive P.O. Box 1210
Tullahoma, Tennessee 37388
(931) 455-5441

28APR11 87-8162 2641 CHECK NO : 219813

AMOUNT
$ **34500.00

VOID AFTER 90 DAYS

PAY THE SUM OF THIRTY FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS

PAY TO THE ORDER OF TOUCHSTONE TITLE AND ESCROW LLC***

Caren C. Gabriel
AUTHORIZED SIGNATURE

Alisha I. Conner
2nd SIGNATURE REQUIRED FOR CHECKS OVER $5,000

Remitter: FAWN FENTON

CASHIER'S CHECK

⑈00219813⑈ ⑆264181626⑆ 646226183⑈

The Brand Promise

Our brand promise is to educate and help you become an effective financial steward. We deliver this promise by asking you questions and offering our full, undivided attention to understand your current life situation and future plans before offering solutions.

Our tagline is "Raising Possibilities." All that we do to define and differentiate ourselves from other financial institutions derives from this. We want to help you recognize and raise all the possibilities as we assist you with personal financial solutions.

Raising Possibilities

ACCOUNT NUMBER	PAGE
2576580	1

SOCIAL SECURITY NUMBER	FROM 01APR11	TO 30APR11
	STATEMENT PERIOD	

KN E-STMT

Ascend Federal Credit Union
520 Airpark Drive, P.O. Box 1210
Tullahoma, Tennessee 37388
(931)455-5441

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FAWN FENTON
JEFFREY R FENTON
P.O. BOX 111777
NASHVILLE TN 37222

NOTICE: See reverse side for important information

SHARE Suffix 0

OUR JOINT REAL ESTATE INVESTMENT HOLDING FUND FOR OUR MARITAL RESIDENCE AT: 1986 SUNNYSIDE DR, BRENTWOOD, TN 37027 Purchase Closed on 4/29/2011

After Purchase

Your balance at the beginning of the period.....		$ 45025.13
05APR WITHDRAWAL E-Branch	-5000.00 =	40025.13
Transfer "STD" 5,000.00 to share 7		
28APR WITHDRAWAL	-34500.00 =	5525.13
30APR DIVIDEND through 30APR2011	18.37 =	5543.50
ANNUAL PERCENTAGE YIELD EARNED: 0.60% FOR A 30 DAY PERIOD		
Average Daily Balance: 37241.80		
Your new balance on 30APR11.....		$ 5543.50

	Total for this period	Total year-to-date
TOTAL OVERDRAFT ITEM FEES	0.00	0.00
TOTAL RETURNED ITEM FEES	0.00	0.00

Dividends Paid To You In 2011 On Suffix 0 $ 81.59

SHARE DRAFT Suffix 7

No. 1002576580. Balance at the beginning of the period.....		$ 610.02
Additions and miscellaneous withdrawals:		
05APR DEPOSIT E-Branch	5000.00	
Transfer "STD" 5,000.00 from share 0		
30APR DIVIDEND through 30APR2011	0.08	
ANNUAL PERCENTAGE YIELD EARNED: 0.10% FOR A 30 DAY PERIOD		
Average Daily Balance: 943.35		

Drafts

ITEM	AMOUNT	DATE	ITEM	AMOUNT	DATE
2016	5000.00	07APR			

(* next to number indicates skipped numbers)

1 Withdrawals = 5000.00 2 Deposits = 5000.08 1 Drafts Cleared

Your new balance on 30APR11.....		$ 610.10

	Total for this period	Total year-to-date
TOTAL OVERDRAFT ITEM FEES	0.00	0.00
TOTAL RETURNED ITEM FEES	0.00	0.00

Dividends Paid To You In 2011 On Suffix 7 $ 0.28

To report a lost or stolen Freedom (Visa Check) Card after Credit Union Business Hours, call 1-800-250-9655.

Your Financial Summary

Your total Draft balances.....	$ 610.10
Your total Share balances.....	$ 5,543.50

YTD Tax Summary

YEAR
Tota
(May

*ASTERISK NEXT TO

We lived under the SPIRITUAL PRINCIPAL of the "TWO becoming ONE at MARRIAGE". Throughout the ENTIRE DURATION of OUR MARRIAGE. Until after my ex-wife unnecessarily, prematurely, and irresponsibly ABANDONDED our Marital Residence. (It was 2,500 SqFt, and NOT a hostile environment.)

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FIRST TENNESSEE

JEFFREY R FENTON
FAWN T FENTON
PRIORITY CHOICES CHECKING
Account Number: 0000000000102196610 **For the Period: 04/08/2011 - 05/06/2011**

Beginning Balance	$3,005.73
Deposits	+ $20,079.18
Withdrawals	- $6,178.71
Ending Balance	= $16,906.20

5 Deposits Totaling $20,079.18

Date	Amount	Description
4/18/11	$2,099.59	DEPOSIT
5/2/11	$2,099.59	DEPOSIT
5/2/11	$10,105.00	DEPOSIT -Benchmark Realty Commission Fenton Jeff
5/5/11	$775.00	DEPOSIT
5/5/11	$5,000.00	DEPOSIT

81 Account Transactions Totaling $6,178.71

Checks

Date	Amount	Description
4/12/11	$320.00	000001904
4/14/11	$85.00	000001893
4/18/11	$100.00	000001895
4/19/11	$149.14	000001905
4/19/11	$131.50	000001894
4/21/11	$159.01	000001906
5/2/11	$480.00	000001907
5/3/11	$85.00	000001908

Other Withdrawals

Date	Amount	Description	Card #
4/8/11	$14.25	WITHDRAWAL -BK OF AMER VI/MC ONLINE PMT CKF113652653POS	
4/11/11	$7.86	PURCHASE - SONIC DRIVE IN FRANKLIN TN DATE 04/07REF 24427331097720039 6	9465
4/11/11	$26.43	WITHDRAWAL -ATT Payment 468900001EPAYR	9465
4/11/11	$44.95	PURCHASE - WWW.1AND1.COM 877-4612631 PA DATE 04/06REF 24412901097700000 3	
4/11/11	$83.01	POS DB KROGER 9040 04/08 5713 EDMONDSON P NASHVILLE TN	4556
			4556
			4556
			9465

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4/12/11	$13.50	POS DB CVS 06434 9040 04/12 06434-- COOKEVILLLE TN	4556
4/12/11	$16.57	POS DB WHOLE FOOD 9040 04/11 4039 HILLSBORO R NASHVILLE TN	4556
4/12/11	$24.24	PURCHASE - KROGER #537 NASHVILLE TN DATE 04/10REF 244457111003002573	9465
4/12/11	$25.62	PURCHASE - SHELL OIL 5752 NASHVILLE TN DATE 04/08REF 243160510995487120	4556
4/12/11	$46.16	PURCHASE - LOGANS #489 NASHVILLE TN DATE 04/09REF 244450011003002573	9465
4/13/11	$5.23	PURCHASE - SCHLOTZSKY'S 1 NASHVILLE TN DATE 04/11REF 242316811022000000	9465
4/13/11	$14.17	POS DB SOU MICHAE 9040 04/12 719 THOMPSON LN NASHVILLE TN	4556
4/13/11	$77.00	WITHDRAWAL -1ST NATL BK OMAH CR CRD PMT 3D0C5F5113EFCD	4556
4/14/11	$21.83	POS DB PETSMART I 9040 04/13 719 THOMPSON LN NASHVILLE TN	4556
4/14/11	$22.82	PURCHASE - LOGANS #489 NASHVILLE TN DATE 04/11REF 244450011022000899	4556
4/14/11	$85.00	POS DB WALGREEN C 9040 04/13 WEST END & 31ST NASHVILLE TN	4556
4/14/11	$199.19	POS DB WAL WAL-MA 9040 04/13 3717 WAL-SAMS NASHVILLE TN	4556
4/15/11	$6.54	PURCHASE - SCHLOTZSKY'S 1 NASHVILLE TN DATE 04/13REF 242316811042000000	9465
4/18/11	$5.59	POS DB USPS 47615 9040 04/18 USPS 4761580291 NASHVILLE TN	4556
4/18/11	$38.00	WITHDRAWAL -COMPASSION INT'L DONATIONS 1301489	4556
4/18/11	$49.34	POS DB KROGER 9040 04/15 5713 EDMONDSON P NASHVILLE TN	4556
4/19/11	$4.84	PURCHASE - KROGER #537 NASHVILLE TN DATE 04/17REF 244457111073002846	9465
4/19/11	$10.90	PURCHASE - LOWES #02725* NASHVILLE TN DATE 04/17REF 246921611070007404	9465
4/19/11	$20.18	PURCHASE - LOWES #02725* NASHVILLE TN DATE 04/17REF 246921611070007404	9465
4/19/11	$26.70	PURCHASE - CASA FIESTA ME ANTIOCH TN DATE 04/17REF 240133911070101093	9465
4/19/11	$33.50	PURCHASE - SHELL OIL 5752 NASHVILLE TN DATE 04/15REF 243160511065487170	4556
4/19/11	$53.95	PURCHASE - KROGER #537 NASHVILLE TN	9465

		DATE 04/17REF 244457111073002846	
4/20/11	$50.53	POS DB KROGER 9040 04/19 5713 EDMONDSON P NASHVILLE TN	4556
4/21/11	$19.12	PURCHASE - EVERGREEN EXPR NASHVILLE TN DATE 04/19REF 242753911099000190	4556
4/21/11	$22.82	PURCHASE - LOGANS #489 NASHVILLE TN DATE 04/18REF 244450011092000937	4556
4/21/11	$37.49	PURCHASE - BOOKSFREE.COM 703-748-2390 VA DATE 04/18REF 242236911097024772	4556
4/21/11	$186.78	WITHDRAWAL -Comcast - Nashvi CABLE SVC 40521808	4556
4/22/11	$7.64	PURCHASE - BAJA FRESH 101 NASHVILLE TN DATE 04/19REF 243230111105452420	4556
4/22/11	$20.00	PURCHASE - ASPCA-PS 800-628-0028 MD DATE 04/19REF 243889411106703391	4556
4/22/11	$45.93	POS DB PETSMART I 9040 04/21 719 THOMPSON LN NASHVILLE TN	4556
4/22/11	$210.00	CHECKING 170 100409362	4556
4/25/11	$4.36	POS DB PETSMART I 9040 04/24 719 THOMPSON LN NASHVILLE TN	4556
4/25/11	$16.38	PURCHASE - BAR-B-CUTIE NASHVILLE TN DATE 04/21REF 242107311122068873	9465
4/25/11	$61.90	POS DB KROGER 9040 04/23 5713 EDMONDSON P NASHVILLE TN	4556
4/25/11	$106.48	WITHDRAWAL -AT&T PAYMENT 545007448097TNK	4556
4/25/11	$161.15	WITHDRAWAL -N E S NEAT 05542180263302	4556
4/26/11	$13.09	PURCHASE - SCHLOTZSKY'S 1 NASHVILLE TN DATE 04/22REF 242316811132000000	9465
4/26/11	$16.75	PURCHASE - TACOS Y MARISC NASHVILLE TN DATE 04/23REF 244310511142007910	9465
4/26/11	$21.31	PURCHASE - KROGER #537 NASHVILLE TN DATE 04/24REF 244457111143002302	9465
4/26/11	$22.58	POS DB WALGREEN C 9040 04/26 WEST END & 31ST NASHVILLE TN	4556
4/27/11	$13.96	PURCHASE - QDOBA #273 BRENTWOOD TN DATE 04/25REF 244356511162063990	4556
4/27/11	$22.89	POS DB PUBLIX SUP 9040 04/26 15544 OLD HICKOR NASHVILLE TN	4556
4/27/11	$23.92	PURCHASE - RAFFERTY'S #72 NASHVILLE TN DATE 04/24REF 247619711152747210	9465
4/27/11	$32.15	POS DB KROGER 9040 04/26 5713 EDMONDSON P NASHVILLE TN	4556

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4/27/11	$95.32	WITHDRAWAL -BANCORPSOUTH ICPAYMENT 000161000417291	4556
4/27/11	$425.00	WITHDRAWAL -SETTLEMENTONE ACH 041811 62745	4556
4/28/11	$29.78	PURCHASE - SHELL OIL 5752 NASHVILLE TN DATE 04/25REF 243160511165486310	4556
4/28/11	$87.25	NOPIN PMTPULSE 9040 04/27 ORCC RALEIGH NC	
4/29/11	$13.31	POS DB WHOLE FOOD 9040 04/28 4039 HILLSBORO R NASHVILLE TN	4556
5/2/11	$5.95	PURCHASE - EVERGREEN EXPR NASHVILLE TN DATE 04/28REF 242753911189000199	4556
5/3/11	$2.69	PURCHASE - SHELL OIL 5752 NASHVILLE TN DATE 04/29REF 243160511205487430	9465
5/3/11	$13.96	PURCHASE - QDOBA #273 BRENTWOOD TN DATE 05/01REF 244356511222063990	4556
5/3/11	$15.48	PURCHASE - SONIC DRIVE IN FRANKLIN TN DATE 04/29REF 244273311197200439	9465
5/3/11	$20.40	PURCHASE - CANTON CHINESE FRANKLIN TN DATE 04/30REF 240710511213301004	9465
5/3/11	$54.53	POS DB PETSMART I 9040 05/02 719 THOMPSON LN NASHVILLE TN	4556
5/3/11	$59.30	PURCHASE - SHELL OIL 5752 NASHVILLE TN DATE 04/29REF 243160511205487440	9465
5/3/11	$93.33	WITHDRAWAL -MTN LAUREL ASSC INS PREM 12170434 ,Fawn	9465
5/4/11	$7.64	PURCHASE - BAJA FRESH 101 NASHVILLE TN DATE 04/29REF 243230111225452520	4556
5/4/11	$77.30	POS DB KROGER 9040 05/03 2131 ABBOTT MART NASHVILLE TN	4556
5/5/11	$210.00	CHECKING 170 100409362	4556
5/6/11	$22.82	PURCHASE - LOGANS #489 NASHVILLE TN DATE 05/03REF 244450011243001921	4556
5/6/11	$29.41	PURCHASE - SHELL OIL 5754 NASHVILLE TN DATE 05/03REF 243160511245487710	4556
5/6/11	$57.88	WITHDRAWAL -METRO WATER UT BILL 005611510147562	4556
5/6/11	$72.34	WITHDRAWAL -Benchmark Realty Agent Fee Fenton Jeff	4556
5/6/11	$1,149.37	WITHDRAWAL -WF HOME MTG AUTO PAY 0373217686	4556

First Banking Reserve Summary

Previous Reserve In Use	$0.00
Periodic Interest Rate	1.5 %
Payments on Reserve	$0.00

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Annual Percentage Rate	18.0 %
Reserve Transactions	$0.00
Approved Reserve	$1,000.00
Finance Charge	$0.00
Available Reserve	$1,000.00
New Reserve In Use	$0.00
Average Daily Reserve In Use Subject To FINANCE CHARGE	$0.00

Daily Balance Account Summary

Date	Balance	Reserve In Use
04/07/11	$3,005.73	$0.00
04/08/11	$2,991.48	$0.00
04/11/11	$2,829.23	$0.00
04/12/11	$2,351.74	$0.00
04/13/11	$2,255.34	$0.00
04/14/11	$1,841.50	$0.00
04/15/11	$1,834.96	$0.00
04/18/11	$3,741.62	$0.00
04/19/11	$3,310.91	$0.00
04/20/11	$3,260.38	$0.00
04/21/11	$2,835.16	$0.00
04/22/11	$2,551.59	$0.00
04/25/11	$2,201.32	$0.00
04/26/11	$2,127.59	$0.00
04/27/11	$1,514.35	$0.00
04/28/11	$1,397.32	$0.00
04/29/11	$1,384.01	$0.00
05/02/11	$13,102.65	$0.00
05/03/11	$12,757.96	$0.00
05/04/11	$12,673.02	$0.00
05/05/11	$18,238.02	$0.00
05/06/11	$16,906.20	$0.00

INQUIRY INFORMATION
ALL INQUIRIES FOR BALANCES, GENERAL INFORMATION, ACCOUNT ERRORS, ACCOUNT ACTIVITY, AUTOMATED TELLER MACHINE ACTIVITY AND FIRST CHECK TRANSACTIONS SHOULD BE DIRECTED TO (615)748-8380.
TO REPORT A LOST/STOLEN FIRST CHECK CARD: CALL (615)748-8380 IMMEDIATELY AND FOLLOW THE VOICE PROMPTS, STARTING WITH OPTION #1.
DIRECT INQUIRIES CONCERNING PREAUTHORIZED ELECTRONIC FUNDS TRANSFER TO (615)734-6000.
YOU MAY MAIL INQUIRIES CONCERNING AUTOMATED TELLER MACHINE ACTIVITY, FIRST CHECK TRANSACTIONS, AND PREAUTHORIZED ELECTRONIC FUNDS TRANSFERS TO:
FIRST TENNESSEE BANK N.A. NASHVILLE
P.O. BOX 28100
NASHVILLE, TN 37202

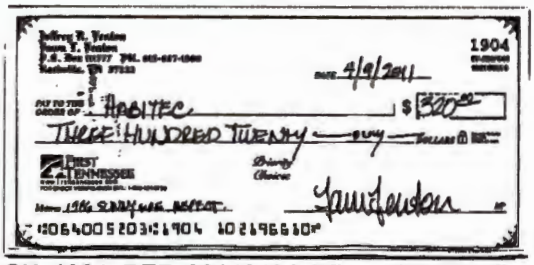
INQUIRY INFORMATION
DIRECT INQUIRIES CONCERNING ERRORS FOR FIRST BANKING RESERVE TO:
FIRST TENNESSEE BANK
ATTENTION: FIRST BANKING SUPERVISOR
P. O. BOX 28100
NASHVILLE, TN. 37202

A MESSAGE FOR YOU
PROTECTING YOUR FINANCIAL INFORMATION IS VERY IMPORTANT TO US. OUR FRAUD DETECTION SYSTEM USES STATE-OF-THE-ART TECHNOLOGIES TO MONITOR SUSPICIOUS ACTIVITY AND PROTECT YOU 24 HOURS A DAY. IN ADDITION TO EVERYTHING WE DO TO PROTECT YOUR ACCOUNTS, YOU SHOULD ALSO CAREFULLY REVIEW YOUR CHECKING ACCOUNT STATEMENT EACH MONTH. REMEMBER, THE "LIABILITY FOR UNAUTHORIZED TRANSACTIONS" PROVISION IN YOUR DEBIT CARDHOLDER AGREEMENT EXPLAINS HOW TO LIMIT YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS RESULTING FROM FRAUDULENT USE OF YOUR DEBIT CARD. IF YOU'RE EVER CONCERNED THAT YOU MIGHT BE A VICTIM OF FRAUD OR IDENTITY THEFT, CALL US. WE'RE AVAILABLE 24 HOURS A DAY AT THE CUSTOMER SERVICE NUMBER SHOWN ABOVE.

Case 1:23-cv-01097-PLM-RSK ECF No. 1-13, PageID.540 Filed 10/13/23 Page 12 of 68

Check Images

Your image cannot be displayed at this time. Please allow 24 hours for your request to be processed, and log back in to see your statement.



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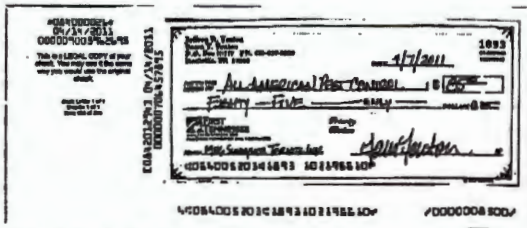

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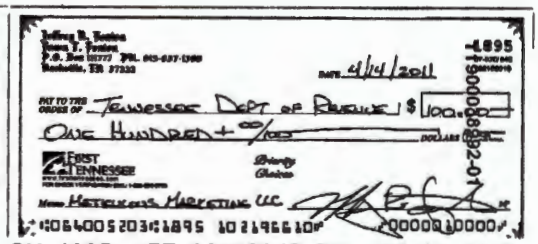

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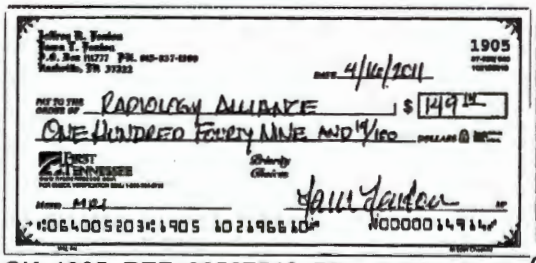

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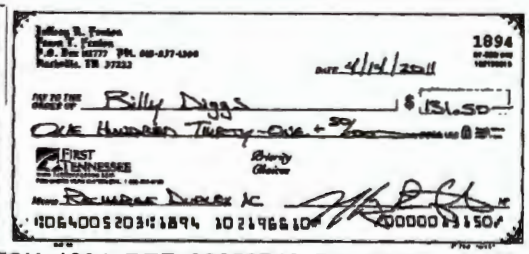

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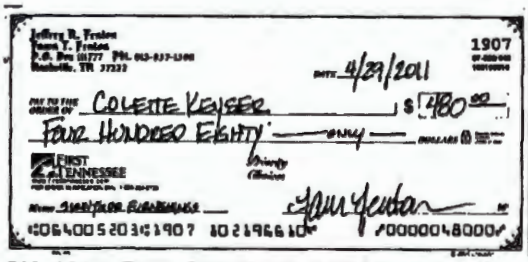

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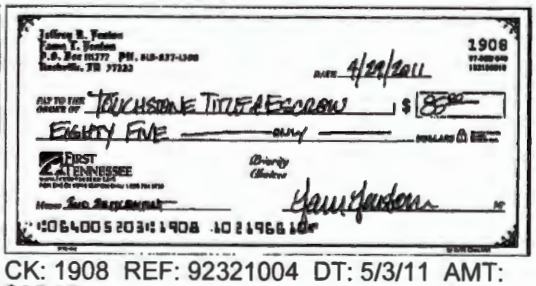


CK: 1908 REF: 92321004 DT: 5/3/11 AMT: $85.00

We lived under the SPIRITUAL PRINCIPAL of the "TWO becoming ONE at MARRIAGE". Throughout the ENTIRE DURATION of OUR MARRIAGE. Until after my ex-wife unnecessarily, prematurely, and irresponsibly ABANDONDED our Marital Residence. (It was 2,500 SqFt, and NOT a hostile environment.)

ALL of our ASSETS and DEBTS were ALWAYS Held as ONE "Tenancy by Entirety". Regardless of whose NAME either were technically in. **Those choices were strategically for the BENEFIT of BOTH of US!** (Whether for preferential interest rates, risk mitigation, etc... which was EQUALLY for BOTH OUR BENEFIT!) **It was a matter of "OUR LEFT POCKET" vs "OUR RIGHT POCKET". NEVER "HERS" or "MINE"!**

Tennessee Law Course
Property Law

I. Concurrent Ownership in Tennessee

Tennessee law recognizes three (3) forms of concurrent ownership: tenancy by the entirety; joint tenancy with right of survivorship; and tenancy in common. As discussed below, although common law joint tenancy has been abolished in Tennessee, a joint tenancy may still be created as a matter of contract.

A. Tenancy by Entirety

1. While the tenancy in common and joint tenancy with right of survivorship are available in most jurisdictions, tenancy by entirety is recognized in about half of the states. See Joseph William Singer, Property (Aspen Student Treatise Series, 5th Edition), page 360.

2. Ownership as Tenancy by Entirety is only available to married couples. Under Tennessee law, a married couple can own property (both real and personal property) as tenants by the entirety. *See Bryant v. Bryant*, 522 S.W.3d 392, 400 (Tenn. 2017) (citing *Griffin v. Prince*, 632 S.W.2d 532, 534-35 (Tenn. 1982); Tenn. Code Ann. §§ 36-3-505, 31-1-108).

3. A conveyance (in which the 5 unities exist – interest, title, time, possession, and person) to a married couple results in tenancy by the entireties, unless the instrument expressly states that the married couple take ownership by a different form. See *Bryant v. Bryant*, 522 S.W.3d 392, 400 (Tenn. 2017)

4. Characteristics of the Tenancy by Entirety

a) Tenancy by the entirety is based on the concept that those who are married are not separate persons; rather, they "are but one person." *Tindell v. Tindell*, 37 S.W. 1105, 1106 (Tenn. Ct. App. 1896) (quoting *Den v. Hardenbergh*, 10 N.J.L. 42, 45 (1828)); *see Taul v. Campbell*, 15 Tenn. (7 Yer.) 319, 333, 15 Tenn. 318 (1835) (noting that a husband and wife "take but one estate, as a corporation would take, being by the common law deemed but one person").

b) Co-tenants in a tenancy by the entirety do not hold their interest by moieties (by parts), they hold by the entirety: "Each is not seised of an undivided moiety, but both are . . . seised of the whole. They are seised, not *per my et per tout* [by the half and by the whole], but solely and simply *per tout* [by the whole]." *Tindell*, 37 S.W. at 1106 (quoting *Den*, 10 N.J.L. at 45).

c) Accordingly, "When property is held in a tenancy by the entirety, upon the death of one spouse, the survivor continues to own the whole in fee simple," *Bryant* at 400, and the laws of descent and distribution do not apply. *Grahl v. Davis*, 971 S.W.2d 373, 378 (Tenn. 1998) (citing *Sloan v. Jones*, 192 Tenn. 400, 241 S.W.2d 506, 509 (Tenn. 1951)).

d) Because spouses in a tenancy by the entirety are treated as one person, when the property is real estate, a spouse in such a tenancy cannot sever it

unilaterally by transferring a portion of the property without the assent of the other spouse – doing so would destroy the other spouse's ownership interest in the whole. See Bryant 522 S.W.3d 392, 401 (citing *Tindell*, 37 S.W. at 1106). *But see* In re Estate of Fletcher 538 S.W.3d 444 (Tenn. 2017), which held that when funds are withdrawn from a bank account held by a married couple as tenants by the entirety, such funds cease to be entireties property.

e) This means that a deed of trust/mortgage signed by one spouse only does not create an encumbrance on the real property except as to the signer's right of survivorship. A judgment lien does not become a lien on the real property (even when recorded as required under Tennessee law). Under Tennessee law, however, a creditor of one spouse may get a lien on the survivorship interest of such debtor -spouse. See *In re Walls*, 45 Bankr. 145 (Bankr. E.D. Tenn. 1984).

RECEIVED BY
Judge Chambers
Date 8-29-19

R.v3 (381-383)

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 AUG 29 PM 2:34
FILED FOR ENTRY 8-29-19

FAWN TIFFANY FENTON, Plaintiff/Wife,	)	
vs.	)	**No. 48419B**
JEFFREY RYAN FENTON, Defendant/Husband.	)	

ORDER FROM AUGUST 29, 2019 HEARING

EX PARTE ORDER OF PROTECTION EXTENDED PENDING FINAL HEARING, RESETTING MOTION FOR VIOLATION OF ORDER OF PROTECTION, WAIVING MEDIATION AND SETTING FINAL HEARING, ORDER TO VACATE AND ORDER ALLOWING WIFE TO SIGN ALL NECESSARY CONTRACTS TO COMPLETE THE SALE OF THE MARITAL HOME AND CLOSING

This matter came on to be heard on the 29th day of August, 2019 before the Honorable Michael W. Binkley, Judge holding Court for the Chancery Court of Williamson County, Tennessee, upon Wife's Motion for Violation of Ex Parte Order of Protection and for Date Certain for Walk Through of House and Motion for Scheduling Order. It appearing to the Court based upon arguments of counsel, statements of Husband representing himself Pro Se, and the record as a whole that the following shall be the Order of this Court.

FYI... my opposing counsel (Virginia Story) **WROTE** this **"Order"**. This does **NOT** match "the record as a whole". **Please compare the 8/1 & 8/29 Transcripts!**

It is therefore **ORDERED, ADJUDGED and DECREED** that the Husband was again advised of the risks of proceeding Pro Se and that he is required to comply with the rules just as an attorney is required. Husband acknowledged that he understood and wishes to proceed Pro Se.

No Choice! Court Deprived Husband of ALL HIS Assets & Income! Deemed "uncollectible" once house was gone!

The Motion for Violation of the Order of Protection will be continued pending further Orders of the Court as Husband had filed a very lengthy response on the morning of the hearing being August 29, 2019. The Motion for Violation of the Order of Protection will be reset with the Final Hearing in this cause set for October 21, 2019 at 9:00 a.m. The Motion for Scheduling Order and to Waive Mediation in this cause is appropriate and the same is granted.

The "OP" meant NOTHING but LEVERAGE! ALL they wanted was MY HOUSE and ME OUT of it!

The alleged "Order of Protection" was just used (and still is) for EXTORTION, to BIND and SILENCE me!

I understood the term "the Final Hearing in this cause" to be referring to the issues WE had DISCUSSED to date, the results of our Auction & "OP".

AT NO TIME did I understand this to involve the END of our DIVORCE, as we hadn't even BEGUN DISCOVERY yet, which I spent over an hour on the phone with my last counsel to learn how to navigate myself. (Call is recorded as proof!) **PLUS** Attorney Story had granted my Counsel an **EXTENTION** (which I have evidence of) on filing the **"Divorce Answer and Counter Complaint"**, so that she could focus on her primary agenda, **which was TAKING MY HOUSE!**

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

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

Husband signed the listing agreement for the martial home with the Auctioneer,
FORCED TO SIGN BY JUDGE BINKLEY, UNDER THE THREAT OF INCARCERATION, without even READING IT!
Mr. Tommy Anderson, on August 29, 2019. Wife shall be allowed to sign any further contracts
Afterwards I NOTIFIED everyone, that I was FORCED to SIGN under DURESS. I Canceled the Listing: NULL & VOID!
to effectuate the sale and closings of the property located at 1986 Sunnyside Drive, Franklin, TN
YET Mr. Tommy Anderson said he was AUCTIONING MY HOME regardless! To do whatever I want! Unethical and illegal!
37069. Husband shall vacate the martial home on or before September 3, 2019 at 12:00 noon. The
JUST FIVE-DAYS NOTICE!
Williamson County Sheriff's Office shall have a deputy on standby to ensure that Mr. Fenton is
Actually 4-DEPUTIES with their hands on their GUNS, like I was a dangerous FELON! (NEVER arrested in my LIFE!)
vacated and that he only takes with him his personal clothing, his jewelry and effects such as his toiletries and medication. Mr. Fenton shall not remove any further furnishings or personal property. Husband is admonished that he is under a Restraining Order pursuant to the Statutory Injunction entered upon the filing of the Complaint for Divorce as of June 4, 2019. Mr. Fenton

filed a Notice with the Court to allow him to file pleadings Pro Se and in the pleadings filed with
This is FALSIFYING COURT RECORDS, a FELONY in TN! I EMAILED Attorney Story the TRUTH the Night Before!
the Court he acknowledged that he had sold a TV gifted to his Wife from her brother for $1,000
To CORRECT her "misunderstanding", in hopes of avoiding MORE theatrical FRAUD UPON THE COURT, to DISRUPT!
and that he had sold a commercial dehumidifier which was at the marital residence for $2,500.
SHE smiled at me, LIED ANYWAY, to enrage the Judge, then WROTE THE FRAUD directly into the COURT RECORDS!
These amounts will be accounted for at the Final Hearing and any other property sold will also be
The next day, I saw the Court Order, I called the Court to try to correct. Emailed Ms. Story, then she LIED to me AGAIN!
addressed at the Final Hearing. No further property will be removed by Mr. Fenton and he shall
FRAUD UPON THE COURT BY OFFICER(S) OF THE COURT - Binkley signed the INCORRECT/FALSIFIED Order!
tag all items that he would like the Court to consider to be awarded to him. Any items that he does
PURELY to FURTHER ABUSE me, "under color of law". That's when I lost ALL Respect for Ms. Story and her CRIMES!
not wish to retain shall be sold at auction or Wife may retain. Pursuant to the Court Order, Wife
ACTUALLY, according to the 8/1 Court Order,
has tagged the items that she would request to be awarded when she conducted the walk through
This was supposed to be completed by 8/11/2019, but WASN'T until 8/23/2019. Costing me a loss of thousands of dollars!
pursuant to the Court Order from the August 1, 2019. (Order entered by Court on August 14,
Because the Court had evicted my TENANTS, I had no money to MOVE, so the Court allowed me to SELL what was MINE.
2019.) The auction will take place pursuant to said Order of August 14, 2019 which is to be 45
But my Counsel strongly urged that I NOT SELL ANYTHING until AFTER the "10-Day Walk-through." Since it was done
days from August 1, 2019 with all proceeds to be deposited into the Clerk's office.
So LATE, I had no TIME to SELL anything that was MINE, to fund my MOVE. When I returned, much had been STOLEN!
"Court Orders" (and LAWS in general) were only WEAPONS they used against ME. Ms. Story showed NO CARE for either.

R.v3 (381-383)

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

ENTERED on this 29th day of August 2019.

MICHAEL W. BINKLEY, JUDGE

APPROVED FOR ENTRY:

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

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

CERTIFICATE OF SERVICE

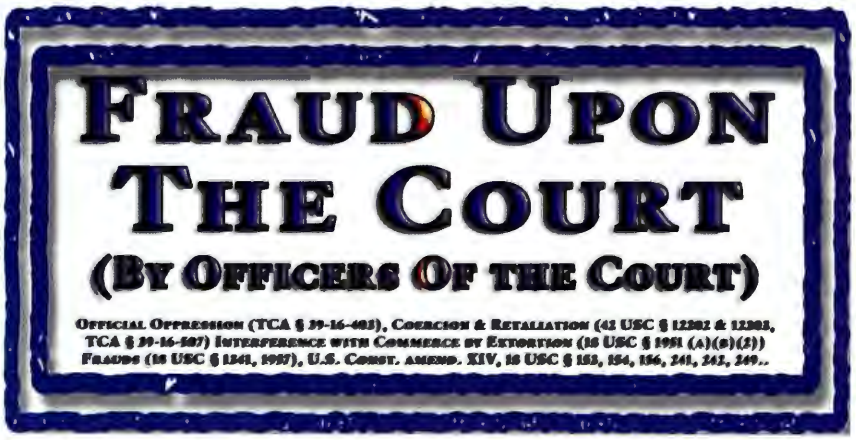
I certify that a true and exact copy of the foregoing was sent courtesy copy to Mr. Jeffrey Fenton, Defendant Pro Se, at 1986 Sunnyside Drive, Brentwood, TN 37027 on this 29th day of August, 2019.

VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

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

CLERK



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ENTERED on this 29th day of August 2019.

MICHAEL W. BINKLEY, JUDGE

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

APPROVED FOR ENTRY:

VIRGINIA LEE STORY; BPR #11700
Attorney for Plaintiff/Wife
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CLERK

BK: 7790 PG: 956-958
19045383
3 PGS:AL-ORDER
625604
10/30/2019 - 09:50 AM

BATCH	625604
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SHERRY ANDERSON
REGISTER OF DEEDS

THE CHANCERY COURT SEAL WILLIAMSON CO. TN

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

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

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

INTRODUCTION

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

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

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

Rule 11. Orders and Judgments

Section 11.01 Preparation and Submission

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

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

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

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

EXCLUSIVE AUCTION LISTING

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

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

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

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

AS PER DIVORCE DECREE # 48419B

WITHIN SEPTEMBER 2019

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

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

COURT AUCTION WITHOUT RESERVE For So long as Mortgages are covered.

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

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

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

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

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

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

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

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

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

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

(FF) _____ Seller's initial DATE: _____

SELLER(S) NAME(S) PRINT : FAWN T. FENTON / JEFFRY R. FENTON

Atty Virginia Story Attys: Charles Duke - Mitchell Meller

SELLERS AUTHORIZATION (FF) _____ **SELLERS AUTHORIZATION** (JF) _____

MAILING ADDRESS **MAILING ADDRESS**

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

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

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

HND AUCTIONS LLC
www.hndrealty.com

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

EXCLUSIVE AUCTION LISTING

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

I, we, Owners/Sellers, hereby authorize and give HND AUCTIONS LLC the exclusive right to sell the REAL property known as HOME AND LOT : 1986 SUNNYSIDE DR. BRENTWOOD, TN. 37027 SUNNYSIDE ESTATES, SECTION 3 AS PER DIVORCE DECREE # 48419B WILLIAMSON COUNTY, TN. WITHIN SEPTEMBER 2019

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

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

COURT AUCTION WITHOUT RESERVE

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

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

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

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

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

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

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

Seller's initial DATE:

SELLER(S) NAME(S) PRINT : FAWN T. FENTON / JEFFRY R. FENTON

Atty Virginia Story Attys: Charles Duke - Mitchell Miller

SELLERS AUTHORIZATION Fawn Fenton	**SELLERS AUTHORIZATION**
MAILING ADDRESS [redacted]	**MAILING ADDRESS**
CITY, ST, ZIP BRENTWOOD TN 37027	**CITY, ST, ZIP**
PHONE: (615) [redacted]	**PHONE:**
SELLERS AUTHORIZATION	**SELLERS AUTHORIZATION**
MAILING ADDRESS	**MAILING ADDRESS**
CITY, ST, ZIP	**CITY, ST, ZIP**
PHONE:	**PHONE:**

Jeff Fenton

From: Jeff Fenton
Sent: Monday, September 23, 2019 3:11 AM
To: elaine.beeler@tncourts.gov; lisa.marsh@tncourts.gov
Cc: Virginia Story; Heidi Macy; Kathryn Yarbrough
Subject: FW: SUNNYSIDE LISTING AGREEMENT WAS NOT LEGALLY OBTAINED OR BINDING: IT WAS FORCED TO BE SIGNED UNDER EXTREME DURRES, WITHOUT EVEN HAVING EVER READ IT - WHICH IS ILLEGAL IN EVERY COURT OF LAW!!!

Importance: High

Ms. Beeler,

Please forward this email to Chancellor Binkley. If he doesn't have email, then please print this out and deliver it to him. I'm not sure how your communications work at the court house, but I read somewhere in the code about directly communicating with Judges, even in an ex parte capacity when needed.

However, since Ms. Story is copied on this email, this should not be considered an ex parte communication.

I'd simply prefer that Chancellor Binkley have an opportunity to read my words as written by me, before Ms. Story has a chance to twist them into an even more horribly offensive lie again.

Thank you very much mam!

Jeff Fenton
Docket: #48419B

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Saturday, September 21, 2019 6:10 AM
To: Jeff Fenton
Cc: Pat Marlin <pmarlin@mcarthursanders.com>; lisa.marsh@tncourts.gov; elaine.beeler@tncourts.gov; Virginia Story <virginia@tnlaw.org>
Subject: Re: SUNNYSIDE LISTING AGREEMENT WAS NOT LEGALLY OBTAINED OR BINDING: IT WAS FORCED TO BE SIGNED UNDER EXTREME DURRES, WITHOUT EVEN HAVING EVER READ IT - WHICH IS ILLEGAL IN EVERY COURT OF LAW!!!

Jeff,
The Absolute Auction is next Saturday September 28th at 10am. Feel free to contact anyone you wish. Our name & reputation in Nashville and all of Williamson County is stellar.

Sincerely,
Tommy Anderson, Broker

From: Jeff Fenton
Sent: Saturday, September 21, 2019 3:33 AM
To: Tommy Anderson <tom@tommyanderson.us>; pmarlin@mcarthursanders.com
Cc: lisa.marsh@tncourts.gov; elaine.beeler@tncourts.gov
Subject: SUNNYSIDE LISTING AGREEMENT WAS NOT LEGALLY OBTAINED OR BINDING: IT WAS FORCED TO BE SIGNED UNDER EXTREME DURRES, WITHOUT EVEN HAVING EVER READ IT - WHICH IS ILLEGAL IN EVERY COURT OF LAW!!!
Importance: High

Mr. Anderson and Mr. Marlin,

So what price range do you realistically estimate that our house would sell through at? And what range would that make our net sales price?

I'm sure that Bancorp South is interested in the idea, because they will most likely get wiped-out in a foreclosure, being in second place. BUT my main concern is how much money **exwife** and I can expect (if any) to put into OUR pockets, after it is all done and said?

So yes, I understand how this will benefit BCS, and how it will benefit **exwife** by not being sued later by BCS, **but no one has yet given me a clue how this auction, rendering me homeless, and throwing away a few HUNDRED GRAND of MY net worth,** toward my quality of life now, as well as my retirement, along with nearly a decade of hard work, and my entire ROTH IRA retirement savings accounts, which were liquidated for the down payment on Sunnyside, will in ANY way benefit ME?

Without me having at least some realistic projections (that I believe are plausible), which are somewhat satisfactory to me, at least meeting the bottom-end of my basic needs, I will NEVER sign a sales contract. At the same time, let me NOTIFY you herein, that your LISTING AGREEMENT which I signed in court under extreme duress, was coerced illegally, without me EVER HAVING EVEN READ THE DOCUMENT, STILL TO THIS DAY, nor with the court allowing me the opportunity and time to do so, then and there upon demand. (I NEVER read it, because I NEVER planned to sign it, and I didn't believe that ANYONE had the authority to DEMAND that I SIGN MY NAME to something which I DO NOT AGREE WITH or CONSCENT TO! Which is the entire purpose behind SIGNING any DOCUMENT!) IF the court has the authority and the desire to FORCE the sale of MY HOME, regardless of my wishes, then let the JUDGE sign the Listing Agreement HIMSELF, or to order that MY HOME be sold without my signature, leaving me out of the transaction all together! No disrespect intended to the court or the Judge, but I never expected for a Judge to coerce and yell at me to commit an illegal act, in a court room, under the threat of incarceration, ENTIRELY based upon the OUTRAGEOUS LIES of Ms. Story, which for some reason Chancellor Binkley chose to believe without question. Ms. Story could have just as well been sitting at the bench, while cracking a whip at me!

Consequentially, your LISTING AGREEMENT with my coerced signature under extreme duress, without even having been allowed time to read your document, you are HEREIN NOTIFIED is now and forever declared NULL/VOID/CANCELLED and NEVER legally existed in the FIRST PLACE! Should you choose to move forward with this listing and auction anyways without my express permission AFTER the date of this email, coming directly from me, (by NEGOTIATION NOT FORCE), then I will be forced to pursue every legal remedy available to me, against your company, both collectively and individually, including complaints to the Real Estate Commission, and other agencies focused on professional accountability and consumer protections, along with the traditional court systems.

Anyhow, I expressly REVOKE my signature on that listing agreement, and declare it canceled, never legally executed, null and void, as I am now clearly notifying you.

While despite what lies which Ms. Story will probably tell you, the court order DOES NOT give **exwife** the AUTHORITY to sign the LISTING AGREEMENT for me (hence the Judge yelling at me and threatening me to sign it). The court ONLY gave **exwife** permission to sign any subsequent documents for closing, without me. (Because "logistically it could be difficult with me in Michigan" she declared in court, while that is done in title companies EVERY DAY, across the Country! (She just wanted CONTROL over the process after I signed the listing agreement, not expecting for me to stand-up for my rights, and challenge both HER and the Judge's actions during that portion of our hearing.)

Hence as explained, my signature was coerced illegally (EVEN IF BY A TRIAL COURT JUDGE), and will NOT stand-up to both documented and recorded scrutiny, in the eyes of the Tennessee Real Estate Commission, nor in the eyes of any Appellate Court, whether on a State or Federal level, which is where this is going next, should it be sold despite my expressed demands that it NOT BE!

I wish you both the BEST in your professional futures!

Sincerely,

Jeff Fenton
1986 Sunnyside Drive
Brentwood, TN 37027

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Friday, September 20, 2019 11:18:24 PM
To: Jeff Fenton
Subject: Re: 11x17 (Ledger) & MARGIN.pdf

It all works well Jeff. My family has been having successful Real Estate Auctions for over 65 years. My dad is Clive Anderson, retired Auction license #1 in the State. Yes it will be on MLS and it is listed nationwide on Proxibid. I have filing cabinets full of closing statements for satisfied customers. We obtain near 90% of Zillow value and that of reasonable list price. I have talked to Bancorp South attorney already. It will sell well.

Sincerely,

Tommy Anderson, Broker/Realtor/Auctioneer
HNDAUCTIONS.COM

ABSOLUTE AUCTION

SATURDAY, SEPTEMBER 28 at 10:00 AM CST

1986 Sunny Side Drive, Brentwood, TN 37027



Fine brick home at Sunny Side Estates in Brentwood.

4 Bedrooms • 2 ½ Bathrooms • 1.48 Acre Grassland Lot

Nice Fenced Back Yard with Outdoor Deck. 9 Foot Ceilings and Spacious Rooms. Ceiling Fans. Wood Burning Fireplace. Modern Kitchen. New HVAC and Basement Moisture Barrier. And much more!

For more information, visit:
www.hndauctions.com

To place bids online, visit:
www.proxibid.com/HNDrealty

HND AUCTIONS LLC

HND Auctions, LLC
FL #6200

"Whether buying or selling, our dedication and expertise in real estate auctions works for you."

ABSOLUTE AUCTION

LOCATION & DIRECTIONS



1986 Sunny Side Drive, Brentwood, TN 37027

**From Nashville, take Hillsboro Road/US 431 South.
Then, turn left on Sunny Side Drive.
Home is on the right.**

AUCTION TEAM



TOMMY ANDERSON
BROKER & AUCTIONEER
HND Auctions, LLC

Office: (615) 297-7711
Cell: (615) 969-5819
tom@tommyanderson.us



PAT MARLIN
BROKER & AUCTIONEER
McArthur Sanders Real Estate

Office: (615) 370-4663
pmarlin@mcarthursanders.com

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Print Design by Joseph Summerlin.

Case 1:23-cv-01097-PLM-RSK ECF No. 1-13, PageID.555 Filed 10/13/23 Page 27 of 68

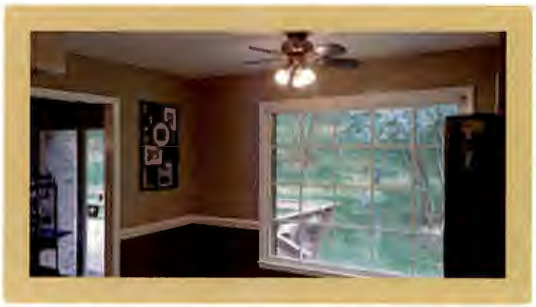
ABSOLUTE AUCTION

4 Bedrooms • 2 ½ Bathrooms • 1.48 Acre Grassland Lot

Nice Fenced Back Yard with Outdoor Deck. 9 Foot Ceilings and Spacious Rooms. Ceiling Fans. Wood Burning Fireplace. Modern Kitchen. New HVAC and Basement Moisture Barrier. And much more!

Some personal property included immediately following auction.





DETAILS & DIMENSIONS

- **Formal Living Room:** 13 x 15
- **Eat-In Kitchen:** 12 x 15
- **Formal Dining Room:** 12 x 13
- **Bonus Room Over Garage with Washer & Dryer Hookup:** 23 x 25
- **Den with Fireplace:** 13 x 19
- **Bedroom 1 with Full Bath:** 13 X 15
- **Bedroom 2:** 11 x 12
- **Bedroom 3:** 13 x 13
- **Bedroom 4:** 11 x 12





HND Auctions, LLC
FL #6200

SATURDAY, SEPTEMBER 28 at 10:00 AM CST

1986 Sunny Side Drive, Brentwood, TN 37027








TERMS & CONDITIONS

Cash. Ten percent (10%) down at auction as earnest money. Please make all financial arrangements prior to auction and bring checkbook. Closing within thirty (30) days with Banker's Title & Escrow Attorney, Sam Anderson, (615) 661-7711. Deed and insured title furnished. For possible financing, contact F & M Bank, Billy Winfree, (615) 942-5877 to pre-qualify or use your own bank. Six percent (6%) buyer's premium added to final bid to arrive at contract price.

Announcements on day of sale take precedence over ALL other advertising.

For more information, visit:
www.hndauctions.com

To place bids online, visit:
www.proxibid.com/HNDrealty

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE AT FRANKLIN

2019 OCT 10 AM 9:56

FILED FOR ENTRY 10-10-19

FAWN TIFFANY FENTON, Plaintiff/Wife,	)	
vs.	)	**No. 48419B**
JEFFREY RYAN FENTON, Defendant/Husband.	)	

COPY

ORDER

This matter came on to be heard on the 10th day of October, 2019 before the Honorable Michael W. Binkley, Judge holding Court for the Chancery Court of Williamson County, Tennessee, upon Wife's Motion to Sell Remaining Contents of Marital Residence. It appearing to the Court based upon statements of counsel and the record as a whole that the following shall be the Order of this Court.

It is therefore **ORDERED, ADJUDGED and DECREED** that Husband came to the home during the week of October 7, 2019 with a U-Haul truck and removed the items that he ~~wanted~~ COULD. ~~The remaining items were Wife's and/or items to donate.~~ All property has now been removed so that the closing may take place on October 15, 2019. The auction brought sufficient funds to pay the costs of the sale and both first and second mortgages however there will not be anything proceeds remaining to disburse between the parties.

It is further **ORDERED, ADJUDGED and DECREED** that Wife is hereby granted authority to sign the deed conveying the property located at 1986 Sunnyside Drive, Brentwood, TN 37027, and another other necessary documents, to effectuate the payoff of the mortgages and for closing without Husband's signature.

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

ENTERED on this 10 day of Oct., 2019.

ALL actions taken against me (in EVERY "Hearing"), were primarily "FRAUD UPON THE COURT(s) by OFFICERS OF THE COURT(s)". Through a complex "Conspiracy Against my Rights and my Property, Under Color of Law, Office, and Official Right", spanning BOTH State and Federal Courts in tandem. Strategically planned in advance and executed illegally in horrible-faith, to intentionally CIRCUMVENT my Federal Rights under the Federal Rules of Bankruptcy Procedure (ex-wife fraudulently filed in secret - with the help of multiple corrupt Attorneys & Judge(s)). The Court & Counsel committed roughly a dozen Title 18 Crimes Against me, about 50-100 Violations of Tennessee's Rules of Judicial & Professional Conduct, plus approximately a dozen Tennessee State Crimes (primarily felonies), viscously destroying me beyond benefit to ANY party! Repeatedly denying me ANY "ADA Accommodations", as they targeted, attacked, and overwhelmed my known disabilities!

NOT ONE legal, lawful, honest, honorable, equal, equitable, fair, impartial, good-faith, or humane action took place between EITHER the Williamson County Chancery Court in Docket #48419B, OR the United States Bankruptcy Court for the Middle District of Tennessee in Case 3:19-bk-02693. NOT ONE!

MICHAEL W. BINKLEY, JUDGE

APPROVED FOR ENTRY:

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

Unknown to me, and undisclosed by any party, my abusive, vexatious, unethical, opposing counsel, Attorney Virginia Lee Story (I believe the "mastermind" of this entire scam), is a close "FAMILY FRIEND" and vacationing/partying buddy of Presiding Judge Michael W. Binkley. Repeatedly exposed by the Tennessean Newspaper and admitted, while claiming their friendship does not jeopardize impartiality.

This NEGLIGENTLY DENIES the LAWS of HUMANITY, where the KNOWN and TRUSTED PARTY will always have an advantage over the UNKNOWN PARTY!

SEE: https://www.facebook.com/judgebinkley to discover the tip of the iceburg!

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via U.S. first-class mail and email to:

Mr. Jeffrey Fenton
17195 Silver Parkway, #150
Fenton, MI 48430

on this the 10 day of October, 2019.

VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via U.S. first-class mail and email to:

Mr. Jeffrey Fenton
17195 Silver Parkway, #150
Fenton, MI 48430

on this the 10 day of October, 2019.

CLERK

There went $250,000 of OUR EQUITY, our life's savings, our premarital retirement funds, and the proceeds of a DECADE of MY HARD and painstaking LABOR! As of the DAY the ILLEGALLY FORCED AUCTION took place! While the property has appreciated roughly $100k per YEAR since! It was worth $800k in 2022, while we only owed $300k on the mortgages! Yet the Court and Counsel left us without a PENNY toward our relocation, survival, or retirement! ABSOLUTELY NOTHING!

PARTIES LIKELY INVOLVED IN CRIMES & MISCONDUCT IN THIS CASE: 2-Judges, 7-Attorneys, 2-Paralegals, and 2-Brokers (to START).

ENDING with the Involvement, Discrimination, Collusion, Conspiracy, and/or the Refusal to Assist by a Total of 5-Judges, 11-Attorneys, 2-Paralegals, and 2-Brokers. While you can add a USTP Trial Attorney to that also now, who threatened that my ex-wife will be in danger, if I expose all these POWERFUL CRIMINALS, who are committing crimes against humanity!

Jeff Fenton

From: Jeff Fenton <jeff.fenton@live.com>
Sent: Wednesday, October 7, 2020 1:59 PM
To: Tommy Anderson; pmarlin@mcarthursanders.com
Cc: sam@banktitle.com; kim murray
Subject: 1986 Sunnyside Drive, Brentwood, Tennessee, 37027 (SOLD BY AUCTION)

Importance: High

Hello Mr. Anderson and Mr. Marlin,

Will you please send me a copy of the fully executed HUD-1 Settlement statement, for the auction/sale of my home at 1986 Sunnyside Drive, Brentwood, TN 37027? Along with a copy of the fully executed Listing Agreement? (Chancery Court says that they have neither of these on file, so I need to obtain them from one of you.)

I need those documents for my records. I also believe that I saw a charge which was $1500 higher than I expected on a preliminary HUD, but it wasn't executed yet, and I know how often last minute corrections get made to the HUD, so without the fully executed final document, I need verification.

Additionally, can you please provide me with information about what happened to the items listed blow, which mysteriously disappeared between the time when I turned over possession of my home to you and when I returned to pickup my stuff. I had about $10,000 worth of MY personal property disappear. Some of it I had specified was OK to SELL, but I never received any information or itemization about any of it selling, nor a penny of the proceeds from any sale. According to Chancellor Binkley's Court Order, all of the proceeds from both the HOME and any Personal Property Sold were supposed to be deposited with the Williamson County Chancery Court Clerk and Master's Office, though they told me that they don't have any records of ever receiving ANY monies related to the sale of our Home or any part of our estate.

Some of it I had specificially notified you NOT to sell, and one piece of furniture was even TAGGED with one of my stickers saying "HUSBAND KEEPS" with a catalog number on it. Since per the Court Order on 8/29/2019 by Chancellor Binkley, nothing would be sold that I wanted to keep, stating furthermore that any monies received for anything sold would be deposited with the Williamson County Chancery Clerk and Master's Office, to be held by the Court until our divorce was finalized. That raises some significant concerns about theft and the potential for unethical actions by one of the parties entrusted with access to our home, from the time when I was forced to leave by Court Order until I was allowed to retun to pickup what was left of my personal property. The parties whom were responsible for the property and the contents thereof, during this period were yourselves and Ms. Story. Ms Fenton may have also had access, but should not have removed anything beyond what she

had listed and provided me notice of through Ms. Story, in addition to the pool table and ping-pong table.

One item which went missing was my $5k Fort Knox Gun Vault, which was bolted through the floor, and someone took slate pieces from inside our garage to wedge beneath the wood steps on our deck to remove. Having had this safe moved twice in the past, I know that only a properly equipped professional could have moved such an item. Not seeing any signs of forced entry, surely you know what became of my Fort Knox Gun Vault. If not, that certainly brings the integrity of your company(s) into question, while adding criminal theft charges to the list of crimes which took place during the forced sale of my home.

The following items, which I owned, went missing from my home during the "auctioning" period:

- Brand New Treadmill ($1,200 unit used less than a dozen times)
- Heavy-Duty Reclining Weight Bench & Leg Press, with Safety Catches, Two Full-Size 45lb Olympic Bars, Olympic Curl Bar, and Set of Olympic Dumbells. Along with approximately 300lbs of Olympic Weights and Weight Rack
- TAN SOFA in the front Living Room
- Large matching TAN Chair (or Love Seat) in the front Living Room
- End Table with TILE top and Wood Frame
- Four-Leaf Solid Wood Bedroom Privacy Screen – TAGGED as "HUSBAND KEEPS" Cataloged as "Item #007". (Which I had purchased within the prior 2-3 months, and certainly could NEVER have been claimed as "marital property".)
- Fort Knox Guardian Gun Vault: Regarding the Gun Vault, this is a high-end gun vault, not something you can find at Bass Pro Shops or Academy Sports. It has twice as much steel in it, hence it weighs twice as much (and costs twice as much). The brand is Fort Knox (Guardian Series) https://www.ftknox.com/vaults/guardian-vault/. They are only available by special order, through a safe company. I recommend "The Safe House", if you need to move it. The vault has every upgrade available, at the time of purchase. It retails for around $5k, weighs 1,200 lbs, and is bolted to the floor. (SURELY no one "walked-off" with this without being noticed!)
- I have the serial numbers for the Gun Vault along with extensive photographic evidence of each item, should that be required.

I want to give you an opportunity to answer for what happened to thise items, before I start making accusations publicly or legally. I will need a response within the week though, due to my current deadlines set by the Tennessee Court of Appeals. If you have any knowledge about what became of any of these, if Ms. Fenton or Ms. Story took or sold them, if you took or sold them, if you have any knowledge about what any of them were sold for or to whom, as well as what became of those funds, I would greatly appreciate you providing me with that information.

Please send me this information as soon as you can, I've been asking you for nearly a year now (for the fully executed HUD-1) without a response from you. I can think of no other reasons than professional negligence, theft, collusion, or some other sort of fould-play to deny me this informaton about what happened with MY OWN PROPERTY, while in your care.

As this case is currently being looked at by the Tennessee Court of Appeals, including the potential charges of collusion, bias, discrimination, abuse of process, error, perjury by Ms. Story, violation of the Americans with Disabilities Act by both the Court and Ms. Story,, along with the Tennessee counterpart for that act. Further violating my 14th Amendment Constitutional Rights to EQUAL and DUE Process by a fair and unbiased tribunal, along with a slew of Federal charges, despite what either of those parties have told you, you all have a legal and ethical obligation to me, as licensed professional brokers, auctioneers, attorney(s), and paralegal, hired to sell MY HOME, to provide me with the information requested.

Furthermore, your loyalties to Ms. Story in this matter over myself, while sellng MY HOME from which you were both paid very well for very little work, brings up serious concerns about your complicity in the illegal charges against her. Including any potential collusion charges, in addition to having stalked and harrassed me (and my mother) at the bequest of Ms. Story, playing the role of an "enforcer" when you had no legal right. Williamson County Sherriff's Office is fully capable of enforcing any LEGAL actions necessary.

Despite whatever Ms. Story or Judge Binkley have told you in an effort to deny me any information which I am legally entitled to, or your loaylties to them for future work, the exposure of this case is about to go public with official charges filed with both the TBI and the FBI, seeking Federal inditements to hold those parties accountabile for refusing to live UNDER the same laws which they have been entrusted to defend, serve under, and administer.

I know, I'm just a little tiny fish in the pond, which nobody cares about. However, as a result of having lost everything in my life within just TWO 30-minute trials, which I have full legal documentation, audio recordings, and transcripts of, along with the subsequent Court Orders, it is extremely SIMPLE to prove the laws which were broken here. It is not a matter of "my word" against "Ms. Story's word" or even against "Judge Binkley's word". My entire canse can be proven with just a FEW documents, which are all in THEIR OWN WORDS. By comparing their own Court Orders and legally recorded Court testimony, between the two hearings. They not onlly don't match-up, but they reveal significant error, bias, discrimination, perjury by Ms. Story, and the list goes on... including the Federally Unconstitutional violations of my Rights as well as the ADA laws, which will get this case out of the Middle Tennessee Court System (nationally renowned for corruption) and into Federal District Court if need be to find Justice! While not only proving the failure to show care or consideration for the ADA laws, but for intentionally exploiting, targeting, harming, and abusing me in the exact areas of my disabilities.

Should you continue to deny me this information, then I will be forced to expose and include you both, along with Bank Title (whom I've twice requested the documents myself without response), in any charges made, whether to state or federal government agencies, and/or the media, who have already published pieces in the past about the UNETHICAL compromise to the PUBLIC which the "Binkley/Story Effect" has.

All that I want is what I am legally due. I regret that it requires this sort of demanding tone in order to receive the slightest ethical consideration. If none of you can provide me with this informaton, regarding the SALE of MY HOME, despite your professional licenses, your oaths of office, and your responsibilities and obligations therein, then I belive that your actions are corrupt, complicit in crime, while the public needs to know, along with you each deserving the ethical, financial, criminal penalties which you each incur.

Sincerely,

JEFF FENTON
17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Wednesday, October 9, 2019 6:41:54 PM
To: Jeff Fenton <jeff.fenton@live.com>
Subject: Re: Closing | Utilities | Fully-Executed Settlement Statement

Yes Fawn received all electronics and got them in her possession. I will have title company send you everything upon closing completion.
Sincerely,

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Sunday, October 6, 2019 1:54 PM
To: Virginia Story <virginia@tnlaw.org>
Cc: Jeff Fenton <Jeff@Meticulous.tech>; Heidi Macy <Heidi@tnlaw.org>; Kathryn Yarbrough <kyarbrough@tnlaw.org>
Subject: Re: Fenton v. Fenton

Jeff will be out by tonight. I just went by & met him & his mother at Sunny Side.

Tommy

On Sunday, October 6, 2019, Tommy Anderson <tom@tommyanderson.us> wrote:

Jeff my friend,

I will be coming by today after my son's bball game. I hope to see you gone by then, or other measures, not to your liking will be enforced. Time to move on.

Tommy Anderson

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THE UNITED STATES DEPARTMENT of JUSTICE

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UST - REGION 8

Federal Judicial Districts Established for the Districts of Tennessee and Kentucky

The United States Trustee Program is a component of the U.S. Department of Justice that supervises the administration of bankruptcy cases. The United States Trustee for Region 8 serves the federal judicial districts established for the Districts of Tennessee and Kentucky. The regional office is located in Memphis, TN. The links on this site contain information about the regional office of the United States Trustee and the field offices within Region 8.



IMPORTANT NOTICES

USTP FORMS FOR THE FILING OF PERIODIC OPERATING REPORTS IN NON-SMALL BUSINESS CHAPTER 11 CASES NOW EFFECTIVE

Wednesday, July 21, 2021

On June 21, 2021, the United States Trustee Program's rule titled Procedures for Completing Uniform Periodic Reports in Non-Small Business Cases Filed Under Chapter 11 of Title 11, (28 C.F.R. § 58.8) became effective. The Final Rule governs the filing of pre-confirmation monthly operating reports (MORs) and quarterly post-confirmation reports (PCRs) by all debtors except those who are small business debtors or who, in accordance with the CARES Act, elect relief under subchapter V of chapter 11. To obtain the required MOR and PCR forms, instructions for completing and filing MOR and PCR forms, and other important information, please visit the United States Trustee Program's Chapter 11 Operating Reports resource page at www.justice.gov/ust/chapter-11-operating-reports.

U.S. TRUSTEE PROGRAM EXTENDS TELEPHONIC OR VIDEO SECTION 341 MEETING

Friday, August 28, 2020

The U.S. Trustee Program has extended the requirement that section 341 meetings be conducted by telephone or video appearance to all cases filed during the period of the President's "Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak" issued March 13, 2020, and ending on the date that is 60 days after such declaration terminates. However, the U.S. Trustee may approve a request by a trustee in a particular case to continue the section 341 meeting to an in-person meeting in a manner that complies with local public health guidance, if the U.S. Trustee determines that an in-person examination of the debtor is required to ensure the completeness of the meeting or the protection of estate property. This policy may be revised at the discretion of the Director of the United States Trustee Program.

U.S. TRUSTEE PROGRAM EXTENDS TELEPHONIC SECTION 341 MEETINGS TO CASES FILED THROUGH MAY 10, 2020

Wednesday, April 1, 2020

The U.S. Trustee Program is extending the requirement that section 341 meetings be conducted only through telephonic or other alternative means not requiring in-person appearance to all cases filed through May 10, 2020. Appropriate notice will be provided to parties in accordance with bankruptcy law and rules.

U.S. TRUSTEE PROGRAM
REGION 8

LEADERSHIP
Paul A. Randolph
Acting United States Trustee

CONTACT
Office of The U. S. Trustee
(901) 544-3251

****
Paul A. Randolph
Forwarded Referral To:
****
Megan Seliber
Trial Attorney, Office of the United States Trustee

(615) 695-4060 (office)
megan.seliber@usdoj.gov

318 Customs House,
701 Broadway
Nashville, TN 37203
****
19-02693 Fenton: Fraud Referral
****

****
Paul A. Randolph (USTP)

Acting United States Trustee
Region 8 (Nashville)

202-590-8690 (work cell)
901-544-3251 (office)
314-539-2990 (fax)
paul.a.randolph@usdoj.gov

Assistant U.S. Trustee
Eastern District of Missouri
(Region 13)
****
19-02693 Fenton: Fraud Referral
****

U.S. Trustee Program

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U.S. Bankruptcy Courts

Jeff Fenton

From: Randolph, Paul (USTP) <Paul.A.Randolph@usdoj.gov>
Sent: Tuesday, January 18, 2022 11:45 AM
To: Jeff Fenton
Subject: RE: [EXTERNAL] Fraud Upon the Court, Conspiracy Against Rights, Deprivation of Rights & Property Under Color of Law, ADA, FED, & HUD Violations - Protecting Disabled, Vulnerable, and Aged from Financial Exploitation: ALL Started with a Falsified Secret BK

Mr. Fenton:

I have received your six emails and will send them to our Nashville office to review. Please note that neither the U.S. Trustee nor any of its employees can provide you with legal representation or advice. You should take whatever legal steps you deem appropriate to protect your interests. Thank you for your referral.

Paul Randolph

Paul A. Randolph

Acting United States Trustee
Region 8 and
Assistant U.S. Trustee
Eastern District of Missouri (Region 13)
202-590-8690 (work cell)
314-539-2990 (fax)

Fenton 19-02693: sale motion complaint - Message (HTML)

File Message Add-ins Help Acrobat Tell me what you want to do

Save Undo Redo Previous Item Next Item Print Preview

Fenton 19-02693: sale motion complaint

SM Seliber, Megan (USTP) <Megan.Seliber@usdoj.gov>
To Jeff Fenton

Reply Reply All Forward ...
Tue 3/15/2022 6:08 PM

fenton 319-02693 deed.pdf
247 KB

This email is from the **USTP Trial Attorney in Nashville** who was **Assigned to Research my BANKRUPTCY FRAUD COMPLAINT** by Region 8 Acting United States Trustee, **Paul A. Randolph, who is over Tennessee and Kentucky.** Mr. Randolph is who I contacted to **REPORT BANKRUPTCY FRAUD** and **to seek information to help me understand what VIOLATIONS were made by whom.**

Mr. Fenton,

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

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

This concludes my investigation into your complaint.

Best,

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

Ms. Seliber ACTS like she is HELPING ME, but she really isn't. She does confirm that the Bankruptcy Court failed to provide me NOTICE about my Ex-wife's Secret Bankruptcy and the THREAT to MY HOME, but then she lies to me, provides me with misinformation, and plays the blame game, between Federal and State Courts being responsible for my damages.

Jeff Fenton

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

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

Mr. Fenton,

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

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

This concludes my investigation into your complaint.

Best,

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

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

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

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

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

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

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

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

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

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

THIS INSTRUMENT WAS PREPARED BY

Bankers Title & Escrow Corp.
5107 Maryland Way, Ste. 115
Brentwood, TN 37027
P19-10267A-BW

Mail

SAMUEL F. ANDERSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE
COUNTY OF Williamson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 324,360.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29 DAY OF October 2019

Notary Public

MY COMMISSION EXPIRES: 11/3/20

(AFFIX SEAL)

WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
GL Properties, LLC	GL Properties, LLC	
1986 Sunnyside Drive	101 Creekside Crossing #1700195	013J-A-035.00-000
Brentwood, TN 37027	Brentwood, TN 37027	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS. THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, **Fawn T. Fenton**

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **GL Properties, LLC, a Tennessee limited liability company**

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN WILLIAMSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

Land in Williamson County, Tennessee, being Lot No. 29 on the Plan of Section 3, Sunny Side Estates of record in Plat Book 5, Page 67 as amended in Book 330, Page 844, in the Register's Office for Williamson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property

Said Lot No. 29 fronts 150.00 feet on the Southwesterly margin of Sunny Side Drive and extends back 433.83 feet on the Northwesterly line and 401.46 feet on the Southeasterly line to a broken line in the rear, measuring 159.22 feet thereon.

Being the same property conveyed to Jeffrey R. Fenton and wife, Fawn T. Fenton by Warranty deed from Mangel Jerome Terrell and wife, Colette Keyser of record in Book 5313, page 452, Register's Office for Williamson County, Tennessee, dated April 29, 2011 and recorded on May 12, 2011.

Being the same property conveyed to Fawn T. Fenton by Quitclaim deed from Jeffrey R. Fenton of record in Book 6541, page 771, Register's Office for Williamson County, Tennessee, dated August 18, 2015 and recorded on August 20, 2015.

Being the same property conveyed to Jeffrey R. Fenton and wife, Fawn T. Fenton by Quitclaim deed from Fawn T. Fenton of record in Book 7314, page 759, Register's Office for Williamson County, Tennessee, dated August 21, 2015 and recorded on March 13, 2018 and Scriveners Affidavit recorded in Book 7354, Page 915. Fawn T. Fenton was granted authority to sign this deed and convey this property without husband's signature in Orders dated August 29, 2019, and October 10, 2019, in Case No. 48419B Chancery Court of Williamson County, Tennessee.

THIS CONVEYANCE IS SUBJECT TO: (1) Taxes which have been prorated and assumed by Grantee; (2) All restrictions of record; (3) All easements of record; (4) All visible easements; (5) All matters appearing on the plan of record; (6) All applicable governmental and zoning regulations.

This is ( ) UNIMPROVED

(X) IMPROVED property known as 1986 Sunnyside Drive, Brentwood, TN 37027.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my hand this the 29th day of October, 2019.

Fawn T. Fenton

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Fawn T. Fenton the bargainor, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence to be the within named bargainor, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal this the 29th day of October, 2019.

My Commission expires: 11/3/20

SAMUEL F. ANDERSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Notary Public

BK: 7790 PG: 959-960
19045384
2 PGS:AL-DEED
625604
10/30/2019 - 09:50 AM

BATCH	625604
MORTGAGE TAX	0.00
TRANSFER TAX	1200.13
RECORDING FEE	10.00
DP FEE	3.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	1213.13

STATE OF TENNESSEE, WILLIAMSON COUNTY
SHERRY ANDERSON

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

In re:	§	Case No. 3:19-BK-02693
	§	
FAWN TIFFANY FENTON	§	
	§	
	§	
	§	
Debtor(s)	§	

CHAPTER 7 TRUSTEE'S FINAL ACCOUNT AND DISTRIBUTION REPORT CERTIFICATION THAT THE ESTATE HAS BEEN FULLY ADMINISTERED AND APPLICATION TO BE DISCHARGED (TDR)

John C. McLemore, chapter 7 trustee, submits this Final Account, Certification that the Estate has been Fully Administered and Application to be Discharged.

1) All funds on hand have been distributed in accordance with the Trustee's Final Report and, if applicable, any order of the Court modifying the Final Report. The case is fully administered and all assets and funds which have come under the trustee's control in this case have been properly accounted for as provided by law. The trustee hereby requests to be discharged from further duties as a trustee.

2) A summary of assets abandoned, assets exempt, total distributions to claimants, claims discharged without payment, and expenses of administration is provided below:

Assets Abandoned: *(without deducting any secured claims)*	$1,250.00	Assets Exempt:	$11,000.00
Total Distributions to Claimants:	$3,028.98	Claims Discharged Without Payment:	$55,593.59
		ATTORNEY STORY:	—$11,514.50
Total Expenses of Administration:	$1,371.02	(SEE PAGE-4)	$44,079.09

3) Total gross receipts of $4,400.00 (see **Exhibit 1**), minus funds paid to the debtor(s) and third parties of $0.00 (see **Exhibit 2**), yielded net receipts of $4,400.00 from the liquidation of the property of the estate, which was distributed as follows:

	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
Secured Claims (from **Exhibit 3**)	$11,672.82	$308,190.92	$0.00	$0.00
Priority Claims:				
Chapter 7 Admin. Fees and Charges (from **Exhibit 4**)	NA	$1,371.02	$1,371.02	$1,371.02
Prior Chapter Admin. Fees and Charges (from **Exhibit 5**)	NA	$0.00	$0.00	$0.00
Priority Unsecured Claims (From **Exhibit 6**)	$0.00	$0.00	$0.00	$0.00
General Unsecured Claims (from **Exhibit 7**)	$59,845.46	$37,324.85	$35,314.85	$3,028.98
Total Disbursements	$71,518.28	$346,886.79	$36,685.87	$4,400.00

4). This case was originally filed under chapter 0 on 04/26/2019. The case was converted to one under Chapter 7 on 12/06/2019. The case was pending for 13 months.

5). All estate bank statements, deposit slips, and canceled checks have been submitted to the United States Trustee.

6). An individual estate property record and report showing the final accounting of the assets of the estate is attached as **Exhibit 8**. The cash receipts and disbursements records for each estate bank account, showing the final accounting of the receipts and disbursements of estate funds is attached as **Exhibit 9**.

Pursuant to Fed R Bank P 5009, I hereby certify, under penalty of perjury, that the foregoing report is true and correct.

Dated: 01/09/2021 By: /s/ John C. McLemore
Trustee

STATEMENT: This Uniform Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

EXHIBITS TO
FINAL ACCOUNT

EXHIBIT 1 – GROSS RECEIPTS

DESCRIPTION	UNIFORM TRAN. CODE	AMOUNT RECEIVED
2017 Toyota Prius Mileage: 30,000 Other Information: VIN: JTDKBRFU2H3033495	1129-000	$4,400.00
TOTAL GROSS RECEIPTS		$4,400.00

The Uniform Transaction Code is an accounting code assigned by the trustee for statistical reporting purposes.

EXHIBIT 2 – FUNDS PAID TO DEBTOR & THIRD PARTIES
NONE

EXHIBIT 3 – SECURED CLAIMS
NONE

CLAIM NUMBER	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
6	BancorpSouth Bank	4110-000	$0.00	$54,863.54	$0.00	$0.00
7	Toyota Motor Credit Corporation	4210-000	$11,672.82	$12,600.00	$0.00	$0.00
8	Specialized Loan Servicing LLC	4110-000	$0.00	$240,727.38	$0.00	$0.00
TOTAL SECURED CLAIMS			$11,672.82	$308,190.92	$0.00	$0.00

EXHIBIT 4 – CHAPTER 7 ADMINISTRATIVE FEES and CHARGES

PAYEE	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
John C. McLemore, Trustee	2100-000	NA	$1,100.00	$1,100.00	$1,100.00
John C. McLemore, Trustee	2200-000	NA	$83.69	$83.69	$83.69
Pinnacle Bank	2600-000	NA	$6.33	$6.33	$6.33
U.S. Bankruptcy Court Clerk	2700-000	NA	$181.00	$181.00	$181.00
TOTAL CHAPTER 7 ADMIN. FEES AND CHARGES		NA	$1,371.02	$1,371.02	$1,371.02

EXHIBIT 5 – PRIOR CHAPTER ADMINISTRATIVE FEES and CHARGES
NONE

EXHIBIT 6 – PRIORITY UNSECURED CLAIMS

CLAIM	CLAIMANT	UNIFORM	CLAIMS	CLAIMS	CLAIMS	CLAIMS

NUMBER		TRAN. CODE	SCHEDULED	ASSERTED	ALLOWED	PAID
1	IRS Insolvency	5800-000	$0.00	$0.00	$0.00	$0.00
TOTAL PRIORITY UNSECURED CLAIMS			$0.00	$0.00	$0.00	$0.00

EXHIBIT 7 – GENERAL UNSECURED CLAIMS

CLAIM NUMBER	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
2	Ascend Federal Credit Union	7100-000	$12,900.65	$12,900.65	$12,900.65	$1,106.50
3	Ascend Federal Credit Union	7100-000	$4,212.89	$5,000.00	$2,990.00	$256.45
4	American Express National Bank	7100-000	$9,518.02	$9,518.02	$9,518.02	$816.37
5	Capital One Bank (USA), N.A.	7100-000	$9,906.18	$9,906.18	$9,906.18	$849.66
	BanCorp South	7100-000	$0.00	$0.00	$0.00	$0.00
	Bank of America	7100-000	$11,793.22	$0.00	$0.00	$0.00
	Chase Card	7100-000	$0.00	$0.00	$0.00	$0.00
	Specialized Loan Servicing, LLC	7100-000	$0.00	$0.00	$0.00	$0.00
	Virginia Lee Story	7100-000	$11,514.50	$0.00	$0.00	$0.00
TOTAL GENERAL UNSECURED CLAIMS			$59,845.46	$37,324.85	$35,314.85	$3,028.98

FRBP Violated: #3:19-bk-02693

TNJudicial.org/c/a/jf118.pdf

FORM 1
INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES

 Exhibit 8

Case No.: 19-02693-CW3-7
Case Name: FENTON, FAWN TIFFANY
For the Period Ending: 1/9/2021

Trustee Name: John C. McLemore
Date Filed (f) or Converted (c): 12/06/2019 (c)
§341(a) Meeting Date: 01/06/2020
Claims Bar Date: 05/04/2020

1		2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)		**Petition/ Unscheduled Value**	**Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)**	**Property Abandoned OA =§ 554(a) abandon.**	**Sales/Funds Received by the Estate**	**Asset Fully Administered (FA)/ Gross Value of Remaining Assets**
Ref. #						
1	2017 Toyota Prius Mileage: 30,000 Other Information: VIN: JTDKBRFU2H3033495	$14,500.00	$6,188.16		$4,400.00	FA
2	Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items	$1,420.00	$0.00		$0.00	FA
3	TV, Tablet	$575.00	$0.00		$0.00	FA
4	Breyer Horses	$450.00	$0.00		$0.00	FA
5	AR15, FN-FAL, Glock 23, Rugger SP101	$2,750.00	$50.00		$0.00	FA
6	Clothing/Shoes/Purse	$500.00	$0.00		$0.00	FA
7	Wedding Ring $1500 and Costume jewelry	$1,200.00	$300.00		$0.00	FA
Asset Notes:	Jeweler said worth $300. Burdensome Asset.					
8	Dog, 2 Bunnies, Fish	$0.00	$0.00		$0.00	FA
9	Items in storage Books, Luggage, Pet Supplies, Christmas Decorations	$435.00	$0.00		$0.00	FA
10	2 Aquarium located at 102 Plum Nelly Circle	$425.00	$0.00		$0.00	FA
11	Cash	$200.00	$0.00		$0.00	FA
12	Checking First Farmers & Merchants	$1,349.36	$0.00		$0.00	FA
13	Checking Ascend Federal CU	$0.00	$0.00		$0.00	FA
14	Savings First Farmers & Merchants	$1,350.65	$0.00		$0.00	FA
15	Savings Ascend Federal CU	$272.60	$0.00		$0.00	FA
16	Checking MIT FCU (u)	$255.00	$0.00		$0.00	FA
17	Savings MIT FCU (u)	$200.55	$0.00		$0.00	FA
18	Cellphone, Laptop (u)	$550.00	$0.00		$0.00	FA
TOTALS (Excluding unknown value)		**$26,433.16**	**$6,538.16**		**$4,400.00**	**Gross Value of Remaining Assets $0.00**

Major Activities affecting case closing:
07/21/2020 Filed Amended Claims Recommendation.

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

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation

JRF.118.1081.00

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FRBP Violated: #3:19-bk-02693

TNJudicial.org/c/a/jf118.pdf

FORM 1
INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES

 Exhibit 8

Case No.: 19-02693-CW3-7
Case Name: FENTON, FAWN TIFFANY
For the Period Ending: 1/9/2021

Trustee Name: John C. McLemore
Date Filed (f) or Converted (c): 12/06/2019 (c)
§341(a) Meeting Date: 01/06/2020
Claims Bar Date: 05/04/2020

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	**Petition/ Unscheduled Value**	**Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)**	**Property Abandoned OA =§ 554(a) abandon.**	**Sales/Funds Received by the Estate**	**Asset Fully Administered (FA)/ Gross Value of Remaining Assets**

07/07/2020	PC with Virginia Story 615-790-1778 who represents the Debtor in her Williamson County Divorce (Judge Binkley)
07/02/2020	PC from Jeff Fenton?? Debtor's former husband talked with him for more than 30 minutes.
05/27/2020	Filed Mt to Allow/Disallow Claims.
05/13/2020	Email to Jodie Thresher re: claims.
04/15/2020	Fawn Fenton picked up her ring.
04/01/2020	Email to Jody Thresher and Mary Beth Ausbrooks about Debtor's ring
03/19/2020	Filed Report of Sale.
03/19/2020	Jeweler said diamond ring and wedding band was worth $300. Burdensome asset. Will return ring to Debtor.
02/19/2020	Gave diamond ring and wedding band to Bobby Colson who will get a valuation.
02/10/2020	Filed Mt to Sell Equity in Vehicle to Debtor for $4,400.
02/03/2020	Claims bar 5/4/2020.
01/30/2020	Debtor wants to buy equity in vehicle
01/30/2020	Email to Jodie Thresher about wedding ring.
01/28/2020	Calculation of value of equity in 2017 Toyota Prius
01/20/2020	PC with Paul Spina counsel for Toyota Motor Credit.
01/08/2020	Email from Jodie Thresher, Debtor's attorney - Just wanted to give you a heads up that we will be filing an Amended Schedule A/B and C on this case.
01/07/2020	Email to Mary Beth - John told Ms. Fenton yesterday that he would like an independent valuation of her 2017 Toyota Prius. See attached instructions to forward to your client.

Initial Projected Date Of Final Report (TFR):

Current Projected Date Of Final Report (TFR):

/s/ JOHN C. MCLEMORE
JOHN C. MCLEMORE

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

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation

JRF.118.1082.00

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TNJudicial.org/c/a/jrf118.pdf

FORM 2

 Exhibit 9

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 19-02693-CW3-7
Case Name: FENTON, FAWN TIFFANY
Primary Taxpayer ID #: **-***4153
Co-Debtor Taxpayer ID #:
For Period Beginning: 4/26/2019
For Period Ending: 1/9/2021

Trustee Name: John C. McLemore
Bank Name: Pinnacle Bank
Checking Acct #: ******0194
Account Title:
Blanket bond (per case limit): $720,000.00
Separate bond (if applicable):

1	2	3	4		5	6	7
Transaction Date	**Check / Ref. #**	**Paid to/ Received From**	**Description of Transaction**	**Uniform Tran Code**	**Deposit $**	**Disbursement $**	**Balance**
02/05/2020	(1)	Diane D. Winters EX-WIFE'S MOM PAID TO KEEP NEW PRIUS!	Equity in 2017 Toyota Prius per 2-10-2020 Motion to Sell [Dkt. No. 99]	1129-000	$4,400.00		$4,400.00
07/31/2020		Pinnacle Bank	Service Charge	2600-000		$77.00	$4,323.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		($77.00)	$4,400.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		$6.33	$4,393.67
09/03/2020	3001	U.S. Bankruptcy Court Clerk	Motion to Sell Filing Fee (Docket No. 99)	2700-000		$181.00	$4,212.67
12/12/2020	3002	John C. McLemore	Trustee Compensation	2100-000		$1,100.00	$3,112.67
12/12/2020	3003	John C. McLemore	Trustee Expenses	2200-000		$83.69	$3,028.98
12/12/2020	3004	Ascend Federal Credit Union	Final Distribution	7100-000		$1,106.50	$1,922.48
12/12/2020	3005	Ascend Federal Credit Union	Final Distribution	7100-000		$256.45	$1,666.03
12/12/2020	3006	American Express National Bank	Final Distribution	7100-000		$816.37	$849.66
12/12/2020	3007	Capital One Bank (USA), N.A.	Final Distribution	7100-000		$849.66	$0.00

TOTALS:	$4,400.00	$4,400.00	$0.00
Less: Bank transfers/CDs	$0.00	$0.00	
Subtotal	$4,400.00	$4,400.00	
Less: Payments to debtors	$0.00	$0.00	
Net	$4,400.00	$4,400.00	

For the period of 4/26/2019 to 1/9/2021

Total Compensable Receipts:	$4,400.00
Total Non-Compensable Receipts:	$0.00
Total Comp/Non Comp Receipts:	$4,400.00
Total Internal/Transfer Receipts:	$0.00
Total Compensable Disbursements:	$4,400.00
Total Non-Compensable Disbursements:	$0.00
Total Comp/Non Comp Disbursements:	$4,400.00
Total Internal/Transfer Disbursements:	$0.00

For the entire history of the account between 02/03/2020 to 1/9/2021

Total Compensable Receipts:	$4,400.00
Total Non-Compensable Receipts:	$0.00
Total Comp/Non Comp Receipts:	$4,400.00
Total Internal/Transfer Receipts:	$0.00
Total Compensable Disbursements:	$4,400.00
Total Non-Compensable Disbursements:	$0.00
Total Comp/Non Comp Disbursements:	$4,400.00
Total Internal/Transfer Disbursements:	$0.00

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

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation

JRF.118.1083.00

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FRBP Violated: #3:19-bk-02693

TNJudicial.org/c/a/jrf118.pdf

 Exhibit 9

FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No.	19-02693-CW3-7	**Trustee Name:**	John C. McLemore
Case Name:	FENTON, FAWN TIFFANY	**Bank Name:**	Pinnacle Bank
Primary Taxpayer ID #:	**-***4153	**Checking Acct #:**	******0194
Co-Debtor Taxpayer ID #:		**Account Title:**	
For Period Beginning:	4/26/2019	**Blanket bond (per case limit):**	$720,000.00
For Period Ending:	1/9/2021	**Separate bond (if applicable):**	

1	2	3	4		5	6	7
Transaction Date	**Check / Ref. #**	**Paid to/ Received From**	**Description of Transaction**	**Uniform Tran Code**	**Deposit $**	**Disbursement $**	**Balance**

	NET DEPOSITS	NET DISBURSE	ACCOUNT BALANCES
TOTAL - ALL ACCOUNTS	$4,400.00	$4,400.00	$0.00

For the period of 4/26/2019 to 1/9/2021

Total Compensable Receipts:	$4,400.00
Total Non-Compensable Receipts:	$0.00
Total Comp/Non Comp Receipts:	$4,400.00
Total Internal/Transfer Receipts:	$0.00
Total Compensable Disbursements:	$4,400.00
Total Non-Compensable Disbursements:	$0.00
Total Comp/Non Comp Disbursements:	$4,400.00
Total Internal/Transfer Disbursements:	$0.00

For the entire history of the case between 12/06/2019 to 1/9/2021

Total Compensable Receipts:	$4,400.00
Total Non-Compensable Receipts:	$0.00
Total Comp/Non Comp Receipts:	$4,400.00
Total Internal/Transfer Receipts:	$0.00
Total Compensable Disbursements:	$4,400.00
Total Non-Compensable Disbursements:	$0.00
Total Comp/Non Comp Disbursements:	$4,400.00
Total Internal/Transfer Disbursements:	$0.00

/s/ JOHN C. MCLEMORE

JOHN C. MCLEMORE

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

Conspiracy: Real Estate Deed Fraud & ADA Financial Exploitation

JRF.118.1084.00

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Case 1:23-cv-01097-PLM-RSK ECF No. 1-13, PageID.577 Filed 10/13/23 Page 49 of 68

MY TWO HIGHEST VALUES IN LIFE ARE: TRUTH and AUTHENTICITY!



When my ex-wife (previously Ms. Ferguson) began telling me that SHE LOVED ME, I was honestly caught off guard. I really enjoyed her company, and our times together, but I wasn't "looking" for another "serious" relationship then. Her declarations of love also forced me to examine my own MOTIVES and ACTIONS involving her.

ON A SIDE NOTE: I personally believe that whether financial, material, sexual or otherwise, that **"LOVE" CARES** more about the **OTHER** person, while **"LUST" CARES** more about **SELF**. That was one factor in my own "personal inventory".



So, against all the INTERNAL AWKWARDNESS and PRESSURE (which I very much felt) to reply with,"I LOVE YOU TOO", **instead I thanked her,** but I could not, in good faith, **honestly return the sentiment.**

This went on for MONTHS and MONTHS! Until finally, I could honestly tell Ms. Ferguson, in good conscience, **that I TRULY LOVE HER!** (As I always will.)

Having made her uncomfortably WAIT for so LONG to finally HEAR of MY reciprocated LOVE for HER, I wanted it to be SPECIAL, **so I hired a MIME!**





THAT IS MY COMMITMENT TO THE TRUTH!



I have invested over 20,000 HOURS over the past **3+YEARS**, during which I have written over **10,000** [redacted] (only 1,000 pages of which I actually turned into the Court). While **NOT ONE WORD** has been used by **any** Court **yet**, in MY DEFENSE!

IF just 62-PAGES of MY TESTIMONY, which I filed in Chancery Court on 8/29/2019 in R.v1-2 (119-181). The very FIRST day which I was "allowed" to file ANYTHING "PRO-SE" in Court. Had been given EQUAL (the same) "BENEFIT OF THE DOUBT", which ALL of my ex-wife's and Ms. STORY'S FRAUDULENT CLAIMS were given (had the Court REALLY been "IMPARTIAL"), then NEITHER of the "DEFAULT JUDGMENTS" could have ever been Ordered against me! (I had an AGREED EXTENSION plus an Ad-hoc "ANSWER and COUNTER COMPLAINT" on FILE!) While Attorney Story even promised me in open court on 8/29/2019, to allow me to PARTICIPATE in the next hearing over the PHONE! Since they KNEW they were FORCING me out of the STATE of TN, to simply survive (which isn't even legal during an open case). I'M ALL DONE BEGGING FOR BREAD!

The "Court" BURIED my 8/29/2019 TRANSCRIPTS. They kept NONE of their PROMISES in Court that day, while they didn't even BOTHER to provide me any NOTICE, a "Motion for Default" (as required), or **ANY opportunity to defend myself!**

IF EQUALLY CONSIDERED, I would have been FREE to MOVE-FORWARD with my LIFE, over **3-YEARS AGO!** Instead, to **COVER-UP** and **COERCE** me into **keeping SILENT** about their **CRIMES** against **my family**, they put an ILLEGAL **"ORDER OF PROTECTION"** on me for **6-YEARS**, by multiple FRAUDULENT "Default Judgments"! While **they know I have EVIDENCE showing their CRIMES**, but they don't seem to care! **Nobody in Tennessee has yet to hold them ACCOUNTABLE!**

I have acted more HONESTLY, ETHICALLY, and in **BETTER FAITH** than **EVERYONE ELSE** in this case **COMBINED!** Yet I continue to be **DISCRIMINATED** against, **DENIED PARTICIPATION** and **JUSTICE!**

9:47 94%

Fawn Fenton

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.) Your mood swings are so weird. I thought, based upon our emails, that we were not going to harrass each other with legal contracts. As I said, the terms of your alimony will be immortalized in the final divorce filing, which we will do after the house sells. I don't understand why you are suddenly freaking out for no reason.

F

Jan 6, 2019

You agreed to put it writing before I leave, now you are pretending you never agreed to that and refusing.

Type a message

REPEATEDLY AGREED TERMS OF ALIMONY:

Transitional Alimony to be Paid
by Wife to Ex-Husband, in the amount of
$1,750 Per Month for a **Duration of Six-Years.**

CALCULATED: at **22%-24%** of Primary Breadwinner's Gross Income, for a Term Equal to **half** the Duration of our Marriage.

As we were Advised was "Fair with All Factors Considered"
by "Collaborative Divorce" Financial Expert Sandy Arons, MBA.

Arons & Associates

DIVORCE PLANNING

Understand the numbers.
Secure your future.

SANDY ARONS, MBA
Certified Divorce Financial Analyst
Certified Financial Divorce Practitioner
Certified Financial Divorce Specialist
Financial Counselor & Mediator

94%

Fawn Fenton

Please confirm.

Your refusal to communicate would confirm the opposite again, which would result in me needing to divert from packing to prepare for another surprise attack from you legally.

Thanks.
Jeff

Jan 7, 2019

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.
Regarding leaving a few cameras and wireless etc, I guess that's fine, I don't see why not.

F

Jan 8, 2019

Type a message

Case 1:23-cv-01097-PLM-RSK ECF No. 1-13, PageID.579 Filed 10/13/23 Page 51 of 68



TENNESSEE APPELLATE COURTS
UNIFORM FACSIMILE FILING COVER SHEET

TO (COURT CLERK):	**IN THE COURT OF APPEALS OF TENNESSEE**
WITH (COURT):	**MIDDLE TENNESSEE DIVISION (AT NASHVILLE)**
CLERK'S FAX NUMBER:	**(615) 532-8757**
CASE NAME:	**JEFFREY RYAN FENTON v FAWN TIFFANY FENTON**
DOCKET NUMBER:	**M2019-02059-COA-R3-CV**
TITLE OF DOCUMENT:	**(ADA) REQUEST FOR MODIFICATION**
FROM (SENDER):	**JEFFREY RYAN FENTON**
SENDER'S ADDRESS:	**17195 SILVER PARKWAY, #150**
	FENTON, MICHIGAN 48430-3426
SENDER'S VOICE TELEPHONE NUMBER:	**(615) 837-1300**
SENDER'S FAX TELEPHONE NUMBER:	**(810) 255-4438**
DATE: **07/08/2020**	TOTAL PAGES, INCLUDING COVER PAGE: **13**

FILING INSTRUCTIONS/COMMENTS (attach additional sheet if necessary):

PLEASE FILE AND RESPOND ELECTRONICALLY, EITHER VIA EMAIL TO JEFF.FENTON@LIVE.COM OR VIA FAX TO (810) 255-4438. MY FAX IS A DEDICATED LINE SETUP SOLELY FOR COMMUNICATING WITH THE COURT, NO COVER PAGE OR SPECIAL INSTRUCTIONS REQUIRED.

THANK YOU!
JEFF FENTON

REQUEST FOR MODIFICATION

Applicant requests accommodation under Tennessee Judicial Branch Policy 2.07

Applicant Information

Applicant is: ____ Witness _____ Juror ____ Attorney __X__ Party _____Other (Specify Nature of Interest):_____

Name: JEFFREY RYAN FENTON
Telephone: (615) 837-1300
Address: 17195 Silver Parkway, #150
Fenton, MI 48430-3426

Court: COURT OF APPEALS OF TENNESSEE
MIDDLE DIVISION (AT NASHVILLE)
Judge:
Case No.: M2019-02059-COA-R3-CV

1. Type of proceeding. _____ Criminal __X__ Civil
2. Proceedings to be covered (e.g., bail hearing, preliminary hearing, particular witnesses at trial, sentencing hearing, motion hearing, trial): **Appeal of Forced Sale of Home, Divorce Judgment, Stalking Charge, and Order of Protection**
3. Dates modification needed (specify): **Currently – Throughout Appeal**
4. Disability necessitating modification (specify): **Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5), Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2), Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F41.1), Circadian Rhythm Sleep Disorder (CRSD) Non-24-Hour Sleep-Wake Disorder (Non-24) DSM-5 307.45 (G47.24), Poverty, Forced Geographic Distance from Court**
5. Type of modification requested (specify): **Procedural and Technical Flexibility, Additional TIME for Deadlines to Self-Represent by Necessity, Communication Modifications due to COVID-19 and Excessive Mailing Times to Michigan, Judgment Based Upon the LAWS – not just the Technical Codes which I am Knowledgeable about, or able to Research and Cite (ignorance about the law is no excuse for breaking it, hence it shouldn't be for being protected by the law either). Please Judge based upon the SPIRIT of the Law, not just the Technical Manipulation of Words used to Express, Define, and Communicate it. Thank you!**
6. Special requests or anticipated problems (specify): **Additional TIME and Patience please. By disorder I'm a Perfectionist who has a nearly impossible time Focusing and Remaining On Task, especially when of Significant Consequence. Yet I can't afford to hire anyone to help Represent me. I also request that all Court Communications please be sent to me Electronically, via Email or Fax (I setup a dedicated fax number for the court), because it often takes a WEEK to receive Mail here in Michigan, plus in-house handling times. My Email is jeff.fenton@live.com, and my dedicated fax number for the court is (810) 255-4438.**
7. Significant problem and request for Court Oversight, Accountability, Advocacy, and Assistance: **I strongly believe that the narrative driving the basis for ALL the actions levied against me so far by the opposing counsel (Ms. Story) has been largely FALSE, Intentionally Deceptive, Bombarding me from every angle simultaneously, specifically to Exploit my Known Disabilities, to Strategically Devastate me, using HARRASSMENT BY LEGAL PROCESS (malicious litigation). Combined with Ms. Story's Reputation, Resources, and Relationships, I don't believe that I ever had a chance at a Fair Trial. Ms. Story BOUND me**

with an OP obtained under False Testimony, then TOOK and DESTROYED everything of substance, which I have ever owned, in just two months.

8. To substantiate my claims about legal inequality and unfairness: **During my trial on August 29th, 2019, at "The Old Courthouse" in Franklin, as is recorded in VOLUME-4 of my Technical Record, Page-516, Line-6, the Judge told me, "Fair is something you do in the fall."**

Despite my many requests that the Court Differentiate this as a "Transcript of Evidence", it remains buried in my Technical Record, even though the Judge procured the Court Reporter himself. The remainder of that same transcript clearly reveals how open, objective, and impartial, the Court remained, amidst my Testimony versus Ms. Story's. I beg you look and see for yourself! Your intervention is requested and seriously needed!

Documentation provided by my Psychiatrist and my Psychotherapist is included to prove that I have the disabilities listed, as well as a real need for the modifications sought herein.

My request for a 60-Day extension, for filing my Brief, will follow; but for the sake of TIME, since I am so SLOW at this, I am sending this Request for Modification separately. Thank you!

I hereby certify that the above information is true and correct to the best of my knowledge.

Date: 7/8/2020 _____ (Signature of Applicant)

G The request for modification is **GRANTED.**

G **OFFER OF REASONABLE ALTERNATE MODIFICATION** _____

_____

G The request for modification is **DENIED** because:

____ the applicant is not a qualified individual with a disability

____ the requested modification would fundamentally alter the nature of the judicial program, service or activity

____ the requested modification would create an undue financial or administrative burden

____ the applicant refused to comply with the Policy

____ the applicant's failure to comply with the Policy makes impossible or impracticable the ability to provide the requested Modification

(Specify)_____

DATE: _____ _____

Local Judicial Program ADA Coordinator

APPEALS

G Presiding Judge Review requested. (Specify reason and the remedy you want): _____

_____

_____

DATE:_____ _____

(Signature of Person Requesting Review)

PRESIDING JUDGE REVIEW

I have reviewed the original request for modification, the offer of alternate modification OR the denial of modification and the reason for the denial, and the reason that this review has been requested and find as follows:

_____

_____

_____

_____

DATE:_____ _____

PRESIDING JUDGE

G Administrative Office of the Courts Review requested. (Specify reason and the remedy you want):_____

_____

_____

DATE:_____ _____

(Signature of Person Requesting Review)

ADMINISTRATIVE OFFICE OF THE COURTS REVIEW

I have reviewed the original request for modification, the offer of alternate modification OR the denial of modification and the reason for the denial, and the reason that this review has been requested and find as follows:

_____

_____

_____

_____

DATE:_____ _____

AOC DIRECTOR

Case 1:23-cv-01097-PLM-RSK ECF No. 1-13, PageID.584 Filed 10/13/23 Page 56 of 68

PLEASE STRIKE & EXPUNGE THE "DEFAULT ORDER OF PROTECTION" ORDERED BY WILLIAMSON CHANCERY ON 10/21/2019 AND THEN EXTENDED FOR FIVE-MORE YEARS, WITHOUT NOTICE OF MOTION! I HAVE NEVER EVEN BEEN ALLOWED TO PARTICIPATE IN A HEARING TO DEFEND MYSELF! DESPITE PROMISES ON COURT RECORD 8/29/2019, TO ALLOW ME TO PARTICIPATE BY PHONE, KNOWING CHANCERY HAD FORCEFULLY RENDERED ME HOMELESS AND I NEEDED TO IMMEDIATELY RELOCATE TO MICHIGAN, HAVING NO OTHER PROVISION FOR SHELTER, FOOD, OR SURVIVAL IN TENNESSEE! WHILE ONCE THE FRAUD AND FALSE TESTIMONY USED TO MANIPULATE THE COURT IS REMOVED, THE ONLY REMAINING "GROUNDS" ARE ELECTRONIC COMMUNICATIONS WITH NO PHYSICAL THREATS OR DANGER!

TEXT MESSAGES FROM WIFE'S INITIAL "DIVORCE ANNOUNCEMENT" TO ME, ON MARCH 13TH, 2018.

WIFE'S "FEAR" WAS ENTIRELY BASED UPON HER BELIEF ABOUT WHAT WAS "UNDERSTANDABLE" IN HER OPINION! NOT ANYTHING I EVER DID!!!

WHAT WIFE NEEDED WAS MENTAL AND PHYSICAL HELP FOR MENOPAUSE, NARCOLEPSY, AND CHRONIC DEPRESSION. WHAT SHE GOT INSTEAD WAS HELP COMMITTING MULTIPLE COUNTS OF FRAUD, WHICH COMPOUNDED HER STRESS & QUICKLY DETERIORATED HER HEALTH EVEN MORE!

3/13/18, 7:58 PM from Fawn Fenton

I thought you would hate me for this, and you would make me as miserable as possible to get back at me.

3/13/18, 8:19 PM from Fawn Fenton

Ok. Thank you. I was truly afraid you would be blinded by rage and hurt, (understandably so).

#1

3/13/18, 8:42 PM from Fawn Fenton

I was so convinced you were going to try to destroy me, I was too afraid to ask you for an agreement.

THIS WAS A WHOLE YEAR BEFORE ATTORNEY STORY WAS HIRED, WITHOUT A SINGLE "INCIDENT", "THREAT" OR "DANGER" OF ANY SORT! WIFE INVITED ME OVER I BROUGHT HER GIFTS, SHE WANTED TO REMAIN FRIENDS AFTER DIVORCE!

Regardless of what people can "GET AWAY WITH" legally, it is CRUEL, INHUMANE, and down right UN-AMERICAN to DEPRIVE a person of their CONSTITUTIONAL RIGHTS and/or Hinder their most Basic Need and Ability to SUPPORT Themselves and their Family, by ANY legal means available to anyone else.

Based entirely upon someone else's unfounded concerns due to the Damages which THEY SECRETLY PLANNED TO CAUSE, with NO HISTORY of Violence, Arrests, or SERIOUS RISK of PHYSICAL DANGER, short of charging the individual with a CRIME and providing them with FULL EQUAL AND DUE PROCESS OF LAW!

The DEPRIVATION OF RIGHTS for Convenience and Arbitrary Power is "ABSURD, SLAVISH, AND DESTRUCTIVE OF THE GOOD AND HAPPINESS OF MANKIND." (Article I, Section 2) of the CONSTITUTION OF THE STATE OF TENNESSEE!

I PRAY THAT THE WILLIAMSON COUNTY CHANCERY COURT OPERATE FAIRLY, WITH THE WELLBEING OF ALL CITIZENS TREATED EQUALLY, AS REQUIRED IN THE CONSTITUTION OF THE GREAT STATE OF TENNESSEE. THAT MY FREEDOM, MY NAME, AND MY REPUTATION, BE RESTORED, HAVING COMMITTED NO CRIME. SO THAT I CAN PASS A BACKGROUND CHECK AND GET A JOB TO SUPPORT MYSELF, AS I DESPERATELY NEED, OR THAT A FULL CRIMINAL INVESTIGATION BE LAUNCHED INTO THE DEPRIVATION OF BOTH MY RIGHTS AND MY PROPERTY!

No one shall be subjected to torture or to cruel, inhuman or degrading treatment or punishment.

UNIVERSAL DECLARATION OF HUMAN RIGHTS (1948, art. 5)
INTERNATIONAL COVENANT ON CIVIL AND POLITICAL RIGHTS (1976, art. 7)

[T]he term "torture" means any act by which severe pain or suffering, whether physical or mental, is intentionally inflicted on a person for such purposes as obtaining from him or a third person information or a confession, punishing him for an act he or a third person has committed or is suspected of having committed, or intimidating or coercing him or a third person, or for any reason based on discrimination of any kind, when such pain or suffering is inflicted by or at the instigation of or with the consent or acquiescence of a public official or other person acting in an official capacity. It does not include pain or suffering arising only from, inherent in or incidental to lawful sanctions.

CONVENTION AGAINST TORTURE AND OTHER CRUEL, INHUMAN OR DEGRADING TREATMENT OR PUNISHMENT (1984, art. 1, para.1)

Fawn Fenton
[redacted] · mobile

Did you leave me this little plant??



F

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

Fawn Fenton (mobile) · Feb 4, 2019

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

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

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

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

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

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

Feb 4, 2019

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

F

Yes that's funny! Money tree!

Fawn Fenton (mobile) · Feb 4, 2019

Fawn Fenton
[redacted] • mobile

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

Lol@

Were you at the brentwood krogers? If so we just missed each other... I had to pickup meds, get Kiwi carrots, and reload my ice cream.

I had my adhd group tonight. Kiwi is feeling all abandoned.

Time to give her some love. Hope it makes you smile from time to time.

Feb 4, 2019

F

Yep Brentwood Kroger.
Is your ADHD group helpful?
Thank you very much for the plant!!

Fawn Fenton (mobile) • Feb 4, 2019

First time I've gone to group in a long time, but I'm going to try to go every other week, then cut Terry back to twice per month, on the off weeks for the group.

That way it costs my mom half as much.

It was a good meeting.

You're welcome for the plant!

We must have literally driven past each other.

Feb 4, 2019

I wouldn't knock, just because I'm not trying to barge in on you without calling first and asking.

(Plus i have a bunch of frozen food melting in my car.)

The reason that I knocked on your birthday, is because with that bodacious baloon, I thought it had a zero percent chance of not getting fucked up with the wind, while waiting outside for you.

It's not because I wouldn't like to visit, but I don't want to intrude when I have not been invited.

Feb 5, 2019

F

Thank you, I appreciate that.
🥲

Fawn Fenton (mobile) • Feb 5, 2019

Fawn Fenton
[redacted] · mobile

I figure it isn't instrusive if I just leave a gift outside, without knocking or invading your space.

If you disagree, just let me know.

I don't ever want to get blamed for "stalking" just because I have the impulse to buy you a small spontaneous gift. So if that bothers you, just let me know.

I was thinking of getting you a boloon and tying it around your windshield wiper, for you to find in the morning, but it's a good thing I didn't go with that plan.

(Plus they had all these valentine's day baloons, and I didn't see any which were calling out "Tootie".)

Do you take Sarah to the grocery store?

Goodnight again.

I just woke up on the couch with a pile of bird poo beside me, while Tweetie was standing on the plywood sheet leaning against the couch.

You would be proud of me, right now I'm in Brentwood getting dinner, and because I painted both back doors today, they are both open, trying to dry... I put Tweetie in her cage, just in case a raccoon got inside.

How is that for "paranoid" for you?

Both back doors, not only unlocked, but open, with no alarm armed, and no cameras out back anymore.

Feb 5, 2019

F 😮 😾

Fawn Fenton (mobile) • Feb 5, 2019

No racoons in the house when I got home.

Feb 5, 2019

F 👀

Fawn Fenton (mobile) • Feb 5, 2019

You at another AA meeting tonight?

You seem to be enjoying your emojis lately.

Feb 5, 2019

Fawn Fenton
[redacted] • mobile

You sleeping any better?

Feb 6, 2019

Nope. I just had an appointment today with my sleep doc at the Frost clinic... He is upping my Adderall prescription, but other than xyrem, there isn't much to make me sleep better.

F

I also have been emailing with my GYN... Going to quit the hormones for now, they have more negative side effects and aren't really helping. Going to try to let my body detox for a month or two, then might try xyrem again later.

Fawn Fenton (mobile) • Feb 6, 2019

That sucks! Uppers alone is unsustainable. Did he check your bloodpressure, since you haven't had a physical lately?

Feb 6, 2019

F

Yes, they take my blood pressure every time I go in. It's been normal.

Fawn Fenton (mobile) • Feb 6, 2019

So you're not taking xyrem at all right now?

Adderall has an extended release capsule also... similar to my vyvance, which is supposed to last all day.

Feb 6, 2019

F

No, haven't taken xyrem at all for about 2 weeks now. Very tired, sleeping only in short 1-2 hour increments, but the night sweats are much milder without the xyrem.

Fawn Fenton (mobile) • Feb 6, 2019

Hungh... i wonder what to conclude about that?

The xyrem making you sleep through the sweating, or causing the sweating, or??

Feb 6, 2019

F

Yeah I discussed the extended-release Adderall with my doc today... But decided to keep me on the short-acting pills for now, so I can take them when I need depending on my schedule.

Fawn Fenton (mobile) • Feb 6, 2019

Fawn Fenton
[redacted] • mobile

Ok. Just thought worth mentioning. I've never taken them. I take the highest dose for Vyvance, and supplement with adderall as needed. My doc says can only do as long as bp is ok. Bp has been borderline this past year, have physical next month.

Feb 6, 2019

F

My theory is that the root cause of the night sweats is menopause, but for some reason the sweating is much worse during deeper sleep. Xyrem effectively wasn't doing its job anymore... Even on strong dose of xyrem, I would wake up drenched after like 1 hour.

Fawn Fenton (mobile) • Feb 6, 2019

Hungh... that makes sense. Too bad there isn't a test or a single doc who can diagnose this stuff. Same with so much of healthcare, relies on client feedback and educated self-diagnosis.

Was why I gave up on shrinks in my 20s.

Feb 6, 2019

F

The sweats have been terrible... On the xyrem, I would totally drench my clothes and all bed sheets about every 1 to 2 hours. Would wake up soaked, change all clothes and strip bed and change all sheets... Go back to sleep, and then wake up sopping wet again like another hour later. Could go through this like 4x per night. Wet clothes and linens hanging up everywhere.

Fawn Fenton (mobile) • Feb 6, 2019

Until our roof catastrophe, and I could no longer walk Sarah without having an anxiety attack. That's when I decided to see a shrink again.

I put food in corner to avoid rain... i see raccoon butt now.

That sounds pretty awful! Was Sarah like wtf mommie?

Feb 6, 2019

F

So NOT taking the xyrem, I usually only have one episode of sweating per night, towards early morning, like between 3:am - 5:am. And it's less sweating... Still have to change clothes and sheets, but it's not as bad. And for most of the night I can at least be comfortable, even if I'm not sleeping well.

F

Raccoon butt!!! ❤️

Fawn Fenton (mobile) • Feb 6, 2019

Fawn Fenton
[redacted] · mobile

Birdie is almose always drenched in the morning... even when I'm not sweaty. I think that wherever she clings to me, it creates extra heat between her body and mine, but she still wants to be completely under the covers.

That sounds like a rough compromise.

Feb 6, 2019

Dang, poor birdie drenched with Daddy funk

F

Yup, there is no good solution right now. My sleep is trashed either way. Menopause sucks ass.

Fawn Fenton (mobile) · Feb 6, 2019

So you can't get away with just changing your big towel? You need to change the sheets too?

Have you tried a lighter blanket or comforter? So less hot, before wet, so not to get chills?

Feb 6, 2019

F

My sleep doc says "well, at least it's temporary", and I said yeah, I might get better in another 6 to 8 years....

Fawn Fenton (mobile) · Feb 6, 2019

I agree with that assessment! Terry said his wife was batshit crazy during menopause... lucky they didn't get divorced.

Lol! Fuck... that's something to look forward to.

Feb 6, 2019

F

Right, sometimes I soak through towel to sheet below, and always soak the sheet on top of my body also. I have been putting 2-3 layers of sheets, and rotating them so some are hanging up to dry while others are on the bed.

Fawn Fenton (mobile) · Feb 6, 2019

I think we need special institutions you can drop your wife off at for a decade, not allow her to use any sharp objects or credit cards, and an orderly comes in hourly and changes your sheets.

Feb 6, 2019

F

That sounds kind of good right now.

Fawn Fenton (mobile) · Feb 6, 2019

Fawn Fenton
[redacted] · mobile

Lol!

Feb 6, 2019

F

Gotta go for a bit... Cute-cute wants cuddles....

Fawn Fenton (mobile) • Feb 6, 2019

Goodnight! Nice chatting. I'll keep praying that your symptoms will get better. My mom is praying for you too.

Go ask cute-cute how something so cute can smell like piss all the time...

Feb 6, 2019



F

Fawn Fenton (mobile) • Feb 6, 2019

There's no better place to take a nap!

His butt is a little shaggy.

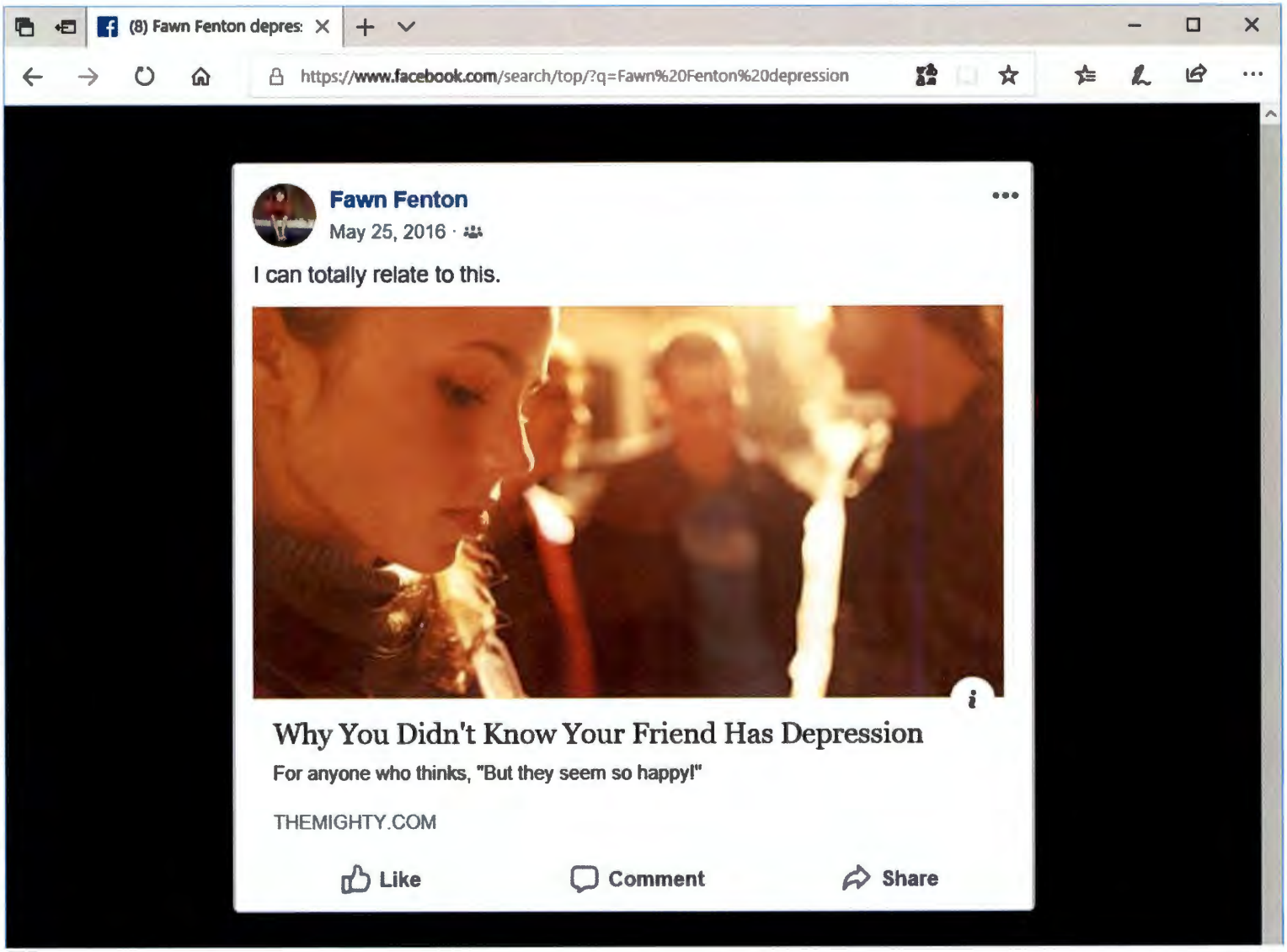
He is cute... looking a little older, but aren't we all.

Feb 6, 2019

WIFE has struggled with CHRONIC DEPRESSION most of her life, admittedly since her preteen years. Often accompanied by ruminating upon negative and self-defeating thoughts. When left unchecked and uncured, this can spiral into an OVERWHELMING sense of hopelessness, followed by what her brother referred to as her "Doomsday Syndrome".

At that point, Wife tries to identify/isolate the greatest source of recurring conflict in her life, concluding that SHE MUST ESCAPE IT, at ANY and ALL costs! That behavior, activity, belief, place, property, person, etc... MUST be gouged-out or cut-off of her life PERMANENTLY, regardless of the costs, conflict, pain, damages, destruction, and long-term consequences, both to herself and to anyone else.

Wife becomes 100% convinced that this ONE thing is the SOURCE of her "misery". Though regretfully the unforeseen and unconsidered consequences of "escaping" it, often actually create a deeper "misery" for her to endure, setting the cycle to repeat itself again. Not with the same person, place, or thing... since she exhaustively ENSURED that is FOREVER gone, but for herself to repeat, again and again.



She can't "see" this, especially while the conflict endures. She won't "believe" it, if confronted. It is her "blind spot", known by only a few. Wife is completely convinced that this "external" xyz... is the SOURCE of HER "misery". Yet it returns.

That's what hurts the most about the illegal deprivation of my rights during our divorce. Without my due, legal, and constitutional rights, I wasn't empowered to protect either of us from the permanent unrecoverable consequences of her chosen PATH to ESCAPE.

I could have helped her have a "softer-landing" than this, even if it frustrated her more in the short-term. It would have done far less permanent damage, to us both!

Unconscionably, I was illegally prevented from protecting her. For that I pray for JUSTICE and RESTITUTION for HER SAKE! The LAW is the LAW for a REASON! It is to be EQUALLY afforded to EVERYONE!

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The Ancient Paths

Parents are responsible for the protection of their children. Unborn and small children are unable and not equipped to defend themselves against the schemes of the devil. As a result, God appointed agents to protect them and care for them. Again these agents are called parents. One day some years ago, the Lord opened up to me what I have since come to refer to as the **STRONG MAN PRINCIPLE.**

> *"Or how can anyone enter the strong man's house and carry off his property unless he first binds the strong man? And then he will plunder his house."* *(Matthew 12:29)*

In this passage, Jesus is explaining how to expel demonic spirits. He says that there are different ranking spirits with which to deal. If you want to be rid of all the lower ranking spirits, you must first find their "chief," bind him, and then you can eliminate the others. **The "chief' is called the strong man.**

As I was studying this passage, one day the Lord spoke to me that the principle works exactly the same when the kingdom of darkness is attempting to invade your house. In the Greek language, the word translated "house" is the word **"OIKOS."** This word in this context is not referring to the physical dwelling place, but rather to the family. **OIKOS** literally means: **"the descendants thereof."**

So when the enemy (the devil and demonic spirits) comes to plunder your house **(OIKOS),** he is

God's Blessing Through Cultural Traditions

after your family. His purpose is to devastate and destroy your marriage, children, and grandchildren. **In order to do so, he must first bind the strong man.**

Who is the strong man of your house? The husband is the strong man to the wife, and both parents are strongmen to the children. **Thus, in the areas of life in which the enemy can bind the parents, he has access to the children.**

Oath of Office

I, Michael W. Binkley, do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of Tennessee, that I will administer justice without respect of persons, and that I will faithfully and impartially discharge all the duties incumbent upon me as Circuit Judge of Division III, of the 21st Judicial District of the State of Tennessee, to the best of my skill and ability, so help me God.

This the 29th Day of August, 2014

Michael W. Binkley

I, JOE P. BINKLEY, JR. have this day administered the Oath of Office to Michael W. Binkley, Circuit Judge of Division III, of the 21st Judicial District of the State of Tennessee, as prescribed and required by law.

This the 29th Day of August, 2014

Judge

OFFICE OF
SECRETARY OF STATE
2014 SEP -5 PM 4:04

12091200.1

APPENDIX-12

CRIME & COURTS

Appeals court removes Tennessee judge from case with lawyer who revealed his secret arrest

Jamie Satterfield Knoxville News Sentinel

Published 10:00 p.m. ET March 21, 2021

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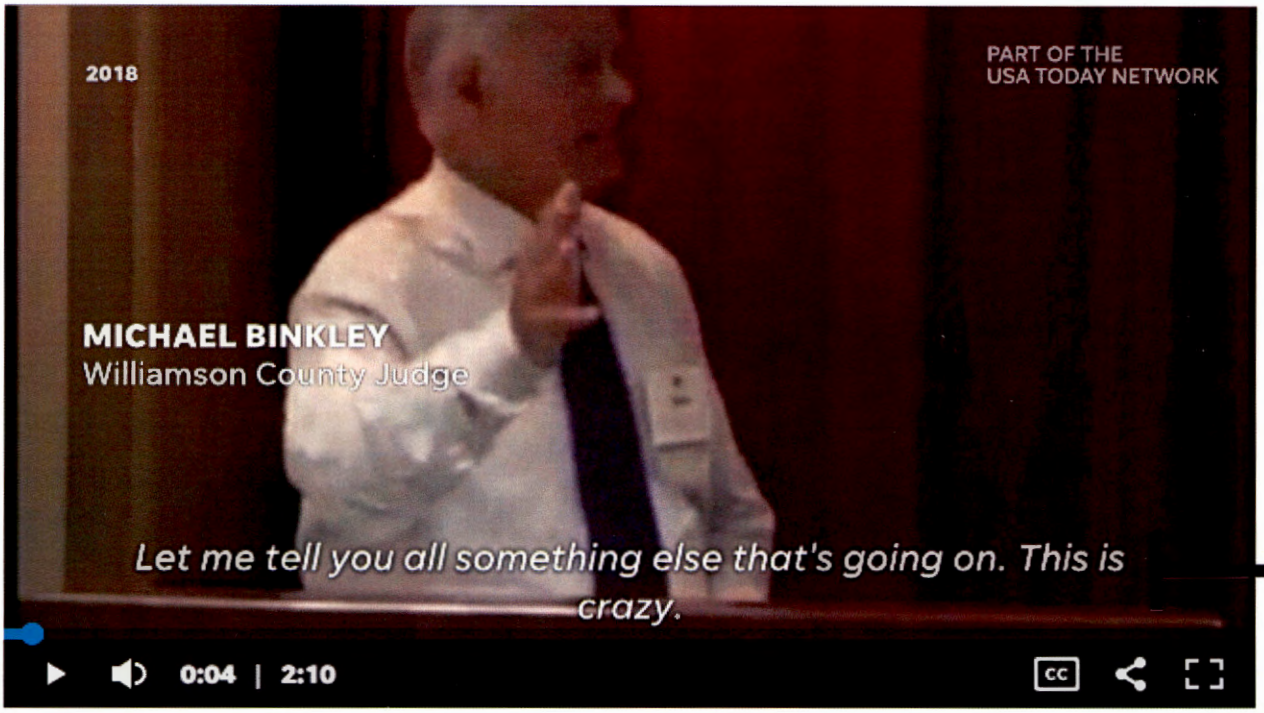

Judge: 'Revenge is mine'

A Tennessee judge vowed revenge just weeks before he slapped a lawyer with $700,000 in sanctions in 2018. The sanctions order has now been struck down. *Angela M. Gosnell, Wochit*

DURING THIS "SLIDE-SHOW", THE WORDS WHICH WHERE SPOKEN THROUGHOUT THE VIDEO BY JUDGE MICHAEL W. BINKLEY, ARE DISPLAYED IN THE WHITE TEXT AT THE BOTTOM OF EACH VIDEO FRAME.

MY COMMENTARY WILL APPEAR IN A BOX LIKE THIS. THE REST OF THE PAGE CONTENT SHOULD REMAIN THE SAME THROUGHOUT.

"My day will come," Binkley told a courtroom of attorneys.

Just weeks later, it did, court records show.

Binkley slapped the attorney, Brian Manookian, and his legal partner with more than $700,000 in sanctions in a hotly contested battle between warring lawyers in a lawsuit.

CRIME & COURTS

Appeals court removes Tennessee judge from case with lawyer who revealed his secret arrest

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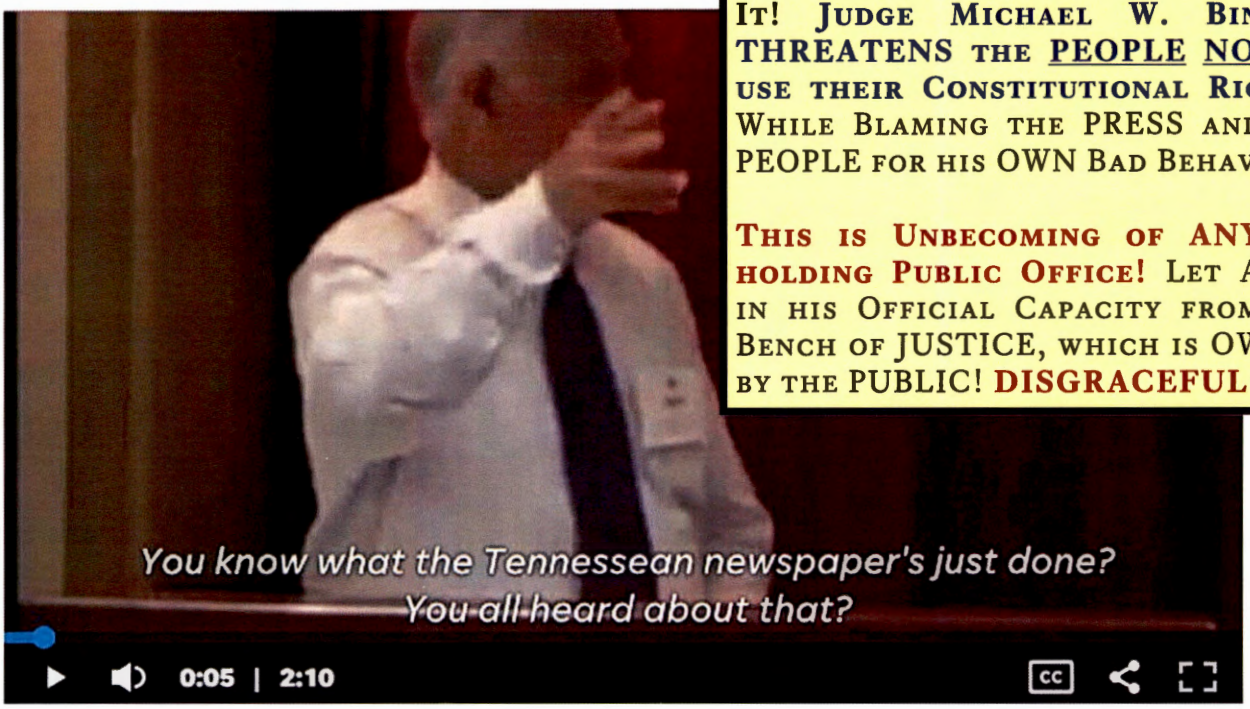
JUDGE MICHAEL W. BINKLEY SWORE AN OATH OF OFFICE TO PROTECT THE FIRST AMENDMENT, BUT AS YOU CAN CLEARLY SEE HERE, HE HATES IT! JUDGE MICHAEL W. BINKLEY THREATENS THE PEOPLE NOT TO USE THEIR CONSTITUTIONAL RIGHTS! WHILE BLAMING THE PRESS AND THE PEOPLE FOR HIS OWN BAD BEHAVIOR!

THIS IS UNBECOMING OF ANYONE HOLDING PUBLIC OFFICE! LET ALONE IN HIS OFFICIAL CAPACITY FROM THE BENCH OF JUSTICE, WHICH IS OWNED BY THE PUBLIC! DISGRACEFUL!!!



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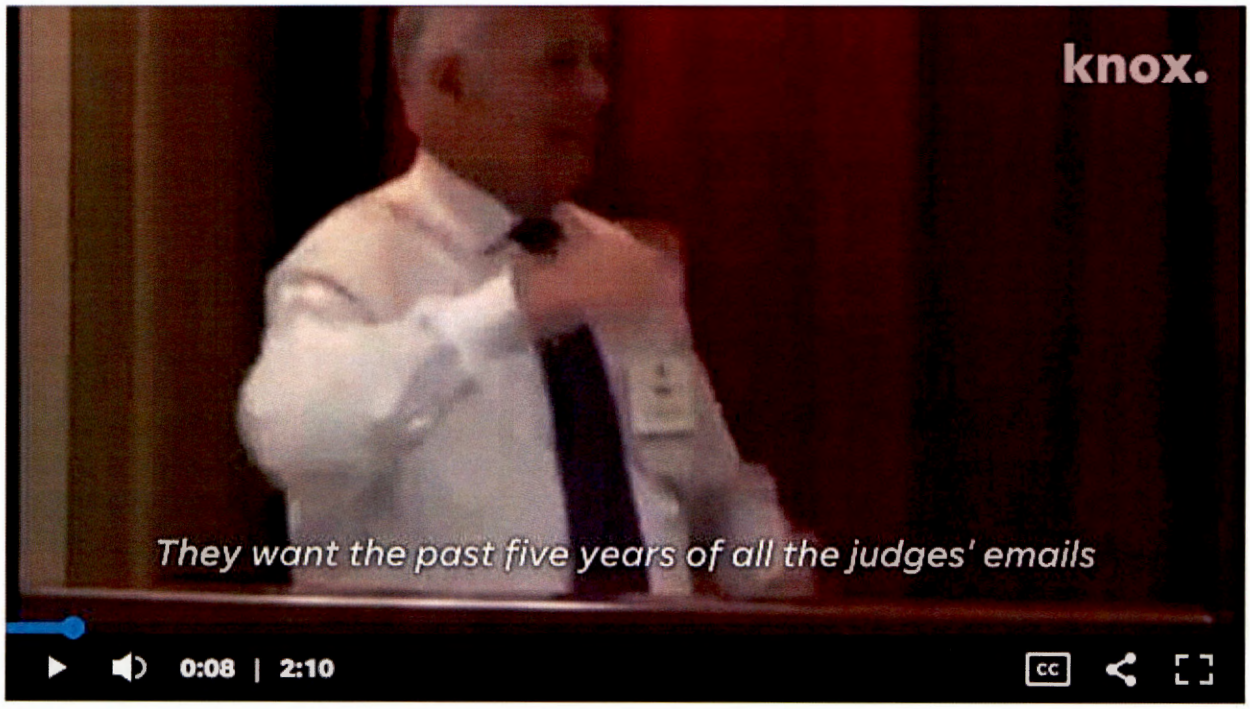

JUDGE MICHAEL W. BINKLEY IS EXTREMELY PERSONABLE, HE IS A STRONG PUBLIC SPEAKER, AND HE HAS A GENUINE GIFT FOR BEING ABLE TO CONNECT WITH HIS AUDIENCE, AS IF SPEAKING DIRECTLY WITH THEM (MAKING YOU FEEL VALUED AND IMPORTANT.)

HOWEVER, IF YOU LISTEN CAREFULLY TO HIS LANGUAGE, JUDGE MICHAEL W. BINKLEY IS VERY MANIPULATIVE IN THE WORDS HE SPEAKS. HE PRESENTS HIS ARGUMENT AS IF IT WERE "MATTER OF FACT", AS IF ANY REASONABLE PERSON WOULD AGREE WITH HIM (OF COURSE); AND ONLY AN IDIOT WOULD SEE THINGS DIFFERENTLY!

I DON'T BELIEVE THAT IT REQUIRES AN IDIOT TO PRIORITIZE JUDICIAL INTEGRITY THROUGHOUT THE STATE OF TENNESSEE (WHICH HAS BEEN DESPERATELY LACKING FOR DECADES) AND HAVING A TRULY FAIR, EQUAL, AND IMPARTIAL TRIBUNAL! (AS IS CONSTITUTIONALLY REQUIRED TO HOLD ANY "COURT OF LAW"!) OVER THE PERSONAL INTERESTS OF A JUDGE OR ANY ACCLAIMED "SERVANT OF THE PEOPLE".

FOR ANYONE TO CLAIM THEY ARE ABOVE HUMAN FALIBILITY, TEMPTATION, THE NATURAL STRINGS OF THE HEART, IS BLASHPHEMOSPHY! WHILE THE JUDICIAL CANONS DEMAND A JUDGE PRIORITIZE THE INTEGRITY OF THE JUDICIARY OVER PERSONAL INTERESTS. THAT'S THE JOB! OTHERWISE, THERE ARE LOTS OF OPPORTUNITIES WORKING IN THE PRIVATE SECTOR!

CRIME & COURTS

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WHO WAS THAT "OTHER JUDGE" WHO ENJOYED PARTIES & VACATIONS WITH ATTORNEYS?

OH YEAH, JUDGE MICHAEL W. BINKLEY'S "ALLEGED" FORMER BENEFACTOR!

DISGRACED CORRUPT NASHVILLE JUDGE CASEY MORELAND, WHO WAS ARRESTED BY THE FBI! (AS I EXPECT WILL EVENTUALLY BE THE CASE HERE, ESPECIALLY WITH WHAT I'VE SEEN!)

THE FACES CHANGE BUT THE GREED OF POWER AND THE LUST OF THE FLESH PERSISTS!



Judge: 'Revenge is mine'

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THE CONSTITUTION OF THE STATE OF TENNESSEE

ARTICLE IX. DISQUALIFICATIONS: SECTION 2. NO PERSON WHO DENIES THE BEING OF GOD, OR A FUTURE STATE OF REWARDS AND PUNISHMENTS, SHALL HOLD ANY OFFICE IN THE CIVIL DEPARTMENT OF THIS STATE.

MATTHEW 15:19 (NASB)

FOR OUT OF THE HEART COME EVIL THOUGHTS, MURDERS, ADULTERIES, FORNICATIONS, THEFTS, FALSE WITNESS, SLANDERS.

ROMANS 3:23 (AMP)

SINCE ALL HAVE SINNED AND CONTINUALLY FALL SHORT OF THE GLORY OF GOD.

ECCLESIASTES 7:20 (NASB)

INDEED, THERE IS NOT A RIGHTEOUS MAN ON EARTH WHO CONTINUALLY DOES GOOD AND WHO NEVER SINS.

TENNESSEE IS THE BIBLE BELT OR THE BINKLEY BELT?

CRIME & COURTS

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THE CONSTITUTION OF THE STATE OF TENNESSEE

ARTICLE XI. MISCELLANEOUS PROVISIONS: SECTION 4. THE LEGISLATURE SHALL HAVE NO POWER TO GRANT DIVORCES; BUT MAY AUTHORIZE THE COURTS OF JUSTICE TO GRANT THEM FOR SUCH CAUSES AS MAY BE SPECIFIED BY LAW; BUT SUCH LAWS SHALL BE GENERAL AND UNIFORM IN THEIR OPERATION THROUGHOUT THE STATE.

These statements of fact are about **Docket #48419B** filed on **6/4/2019**, by **Story, Abernathy, & Campbell, PLLP** in **Williamson County Chancery Court**. The Courthouse is located at 135 4th Avenue South, Franklin, TN 37064. The Chancery Court Clerk & Master **Attorney Elaine Beaty Beeler** (BPR# 016583), the presiding Chancellor was **Judge Michael Weimar Binkley** (BPR# 005930), while my opposing Counsel was **Attorney Virginia Lee Story** (BPR# 011700) and **Attorney Kathryn Yarbrough** (BPR# 032789) with **Story, Abernathy, & Campbell, PLLP.**

The actions taken in Williamson County Chancery Court, were directly tied to, in coordination with, and allegedly based upon my ex-wife's **Chapter-13** bankruptcy action, **Case 3:19-bk-02693** in **The U.S. Bankruptcy Court for the Middle District of Tennessee**, found at 701 Broadway Ste 260, Nashville, TN 37203-3983. The Federal Bankruptcy Court Judge presiding was **Judge Charles M. Walker** (BPR# 019884). The Chapter-13 Trustee responsible was **Attorney Henry Edward Hildebrand, III** (BPR# 032168). While Bankruptcy Counsel for my ex-wife was **Attorney Mary Elizabeth Maney Ausbrooks** (BPR# 018097) and **Attorney Alexander Sergey Koval** (BPR# 029541) both of **ROTHSCHILD & AUSBROOKS, PLLC.**

CRIME & COURTS

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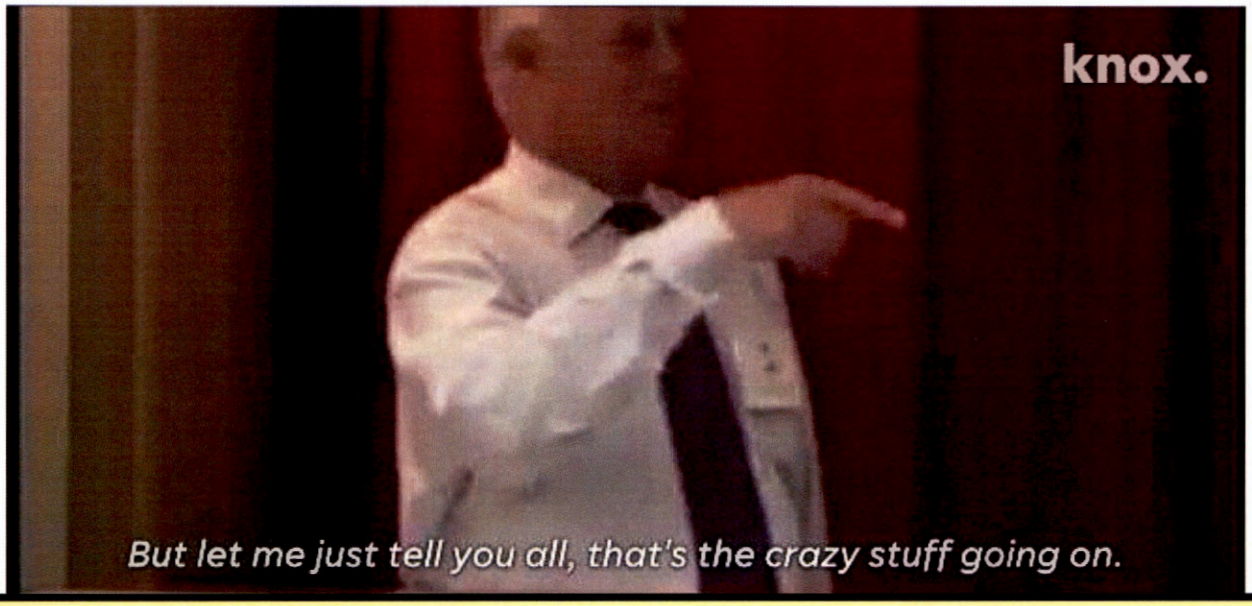

REFERRING BACK TO THE PAGE PRIOR, TN CONST Art. XI, § 4: The Legislature shall have no power to grant divorces; but may authorize the Courts of Justice to grant them for such causes as may be specified by law; **but such laws shall be general and uniform in their operation throughout the state.**

So, besides a whole lot of other reasons WHY our bad-faith, litigious ambush, lack of jurisdiction, almost exclusively "fraudulent narrative" (by Story), taken as if 100% FACT (by Binkley), showing incredible **BIAS** and **DISCRIMINATION** from the very start, which only got worse. Incidentally, rendering everything therein and thereafter **VOID**, not "voidable", of absolutely NO LEGAL CONSEQUENCE. **"An attempt to enforce it BEYOND THESE BOUNDARIES is NOTHING LESS than LAWLESS VIOLENCE!"** If you go by the Supreme Law of the Land, with the United States Supreme Court, rather than **"Plantation Law & Extortion by Binkley"**.

This cannot be ignored its fact recorded! Judgment is a **void judgment** if court that rendered judgment **lacked jurisdiction** of the subject matter, or of the parties, or **acted in a manner inconsistent with due process**, *Fed. Rules Civ. Proc., Rule 60(b)(4), 28 U.S.C.A., U.S.C.A. Const. Amend. 5 -Klugh v. U.S., 620 F.Supp. 892 (D.S.C. 1985).*

The entire case was completely one-sided (not for my lack of trying to be heard), as I've invested over **10,000 hours** to date, with **over 1,000 pages filed** between County and State Courts, so far (without **ONE WORD** used to my benefit), while I still struggle to find anyone within the State of Tennessee (or Federally) who will actually **MAKE Judge Binkley and Attorney Story OBEY THE LAW**, their oaths of office, the Judicial Canons, Federal and State Constitutions, the Supreme Law of the Land, or the Rules of Judicial and Professional Conduct. (Even the "Board of Professional Responsibility" has REFUSED to FILE my very serious COMPLAINT against Attorney Story, citing the improprieties between her and Judge Binkley, along with a half-dozen of their "friends". **Instead they mailed me a few fliers on "legal aid services" and threw my extensive complaint and 500-pages of clear & convincing evidence in their "no further action" file.**

Williamson County Chancery Court Docket #48419B, along with all actions, allegations, and "orders" therein, by both Judge Michael W. Binkley and Attorney Virginia Lee Story, is ALSO purely UNCONSTITUTIONAL per the Constitution of the State of Tennessee, in Art. XI § 4, as defined above. Because if nothing else, **#48419B** CERTAINLY was NOT "GENERAL AND UNIFORM IN OPERATION THROUGHOUT THE STATE." **Hence the Court lacked the authority to perform such bias, cruel and lawless actions!**

CRIME & COURTS

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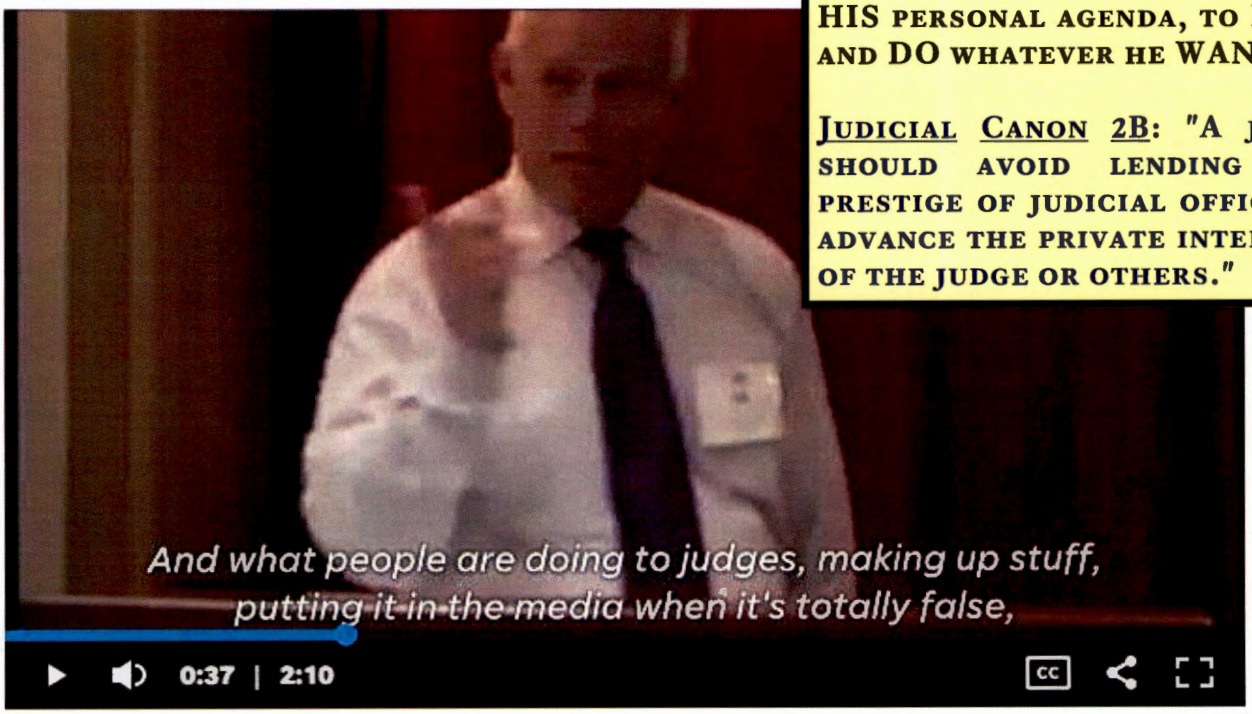
JUDGE MICHAEL W. BINKLEY IS MANIPULATING AND LYING TO PEOPLE AGAIN! USING OUR COURT PODIUM TO PROMOTE HIS PERSONAL AGENDA, TO PLAY AND DO WHATEVER HE WANTS!

JUDICIAL CANON 2B: "A JUDGE SHOULD AVOID LENDING THE PRESTIGE OF JUDICIAL OFFICE TO ADVANCE THE PRIVATE INTERESTS OF THE JUDGE OR OTHERS."



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AT TIMES A PICTURE IS WORTH A THOUSAND WORDS!
THAT LOOK IS HATE! WHAT DOES JUDGE MICHAEL BINKLEY HATE SO MUCH?

THREE THINGS (APPARENT FROM THIS VIDEO RANT):

1.) Our **FIRST AMENDMENT** (which ironically he swore an oath to protect.)
2.) The **MEDIA**... who have the power to EXPOSE his indiscretions, when he acts badly!
3.) Worst of all: the **TAXPAYERS** who employ him, when they reach out to the media for HELP, after shockingly learning that the "Court" doesn't even pretend to treat people **"equally", "impartially", or "fairly",** as we were taught that it does. Nor did the "Court" act or show the slightest care about my **"Constitutional Rights"**! As if they didn't even exist!

While we can't find a single person within the judicial system or any supervisory boards (all funded by the taxpayers), who are willing to lift a single finger to help save our LIVES! Sometimes literally for YEARS! **Like ME.** Though never arrested in my life!

THAT IS WHEN SOMEONE WHO IS NOT WILLING TO BE BULLIED & TRAMPLED ON ANY LONGER, HAS TO RISK THEIR LIVES, TO STAND-UP TO THESE MONSTERS, TRYING TO FORCE A JUDGE TO OBEY THE LAW, OR GET ARRESTED LIKE MORELAND!

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I CAN THINK OF VERY FEW THINGS MORE DISGRACEFUL, THAN A "JUDGE" THREATENING THE PEOPLE WHOM HE HAS SWORN TO PROTECT AND SERVE!

If you can watch this VIDEO and still believe the "Binkley Bull", **that "Judge" Michael W. Binkley is really a man of integrity and honor, who selflessly cares about and serves the PEOPLE of the State of Tennessee,** equally and impartially, then I can't help you. I hate to say it, but you might deserve "Plantation Law"; which is based upon the "Master/Slave" relationship, not equality, impartiality, fairness. Instead it's about domination, power, and servitude at all COSTS!

I didn't DESERVE it though! I had NO IDEA how absurdly compromised the "judicial" system is within Middle Tennessee. I never had any problems with the "law", I took no interest in the "law", I believed what we were taught in grade school about the Declaration of Independence, the Constitution of the United States of America, about my inalienable human rights, along with our State and Federal Constitutional Rights, which we are so fortunate to have here in America!

Then I went into Court for a routine divorce, and learned that NONE of that provided me with ANY protection, without the POWER to literally FORCE the JUDGE to OBEY the LAW! Judge Michael W. Binkley allowed his close and trusted family friend, Attorney Virginia Lee Story, to fraudulently assassinate my character, to the point that she even depicted me as a SERIAL KILLER: **"Wife would request... that Mediation be waived... Wife is concerned for her safety and for the safety of those participating in the Mediation process."** (R.v1, Page 115, Paragraph 8). Honestly the TRUTH, my "Rights", the Constitution, any Federal or State Laws, the "Judicial Canons", Professional Conduct, basic ethics, fairness, equitable distribution, loss mitigation, ensuring that both parties can simply survive, meant NOTHING in that "Court"!

Incidentally, my ex-wife told me a year earlier that she didn't want "mediation", because she thought that she would get a more favorable Judgment, than we were advised was "FAIR" (with all factors considered), by a Financial Expert and "Collaborative Divorce" professional, we had previously hired. So she spent OUR money on an ARMY of Attorneys instead!

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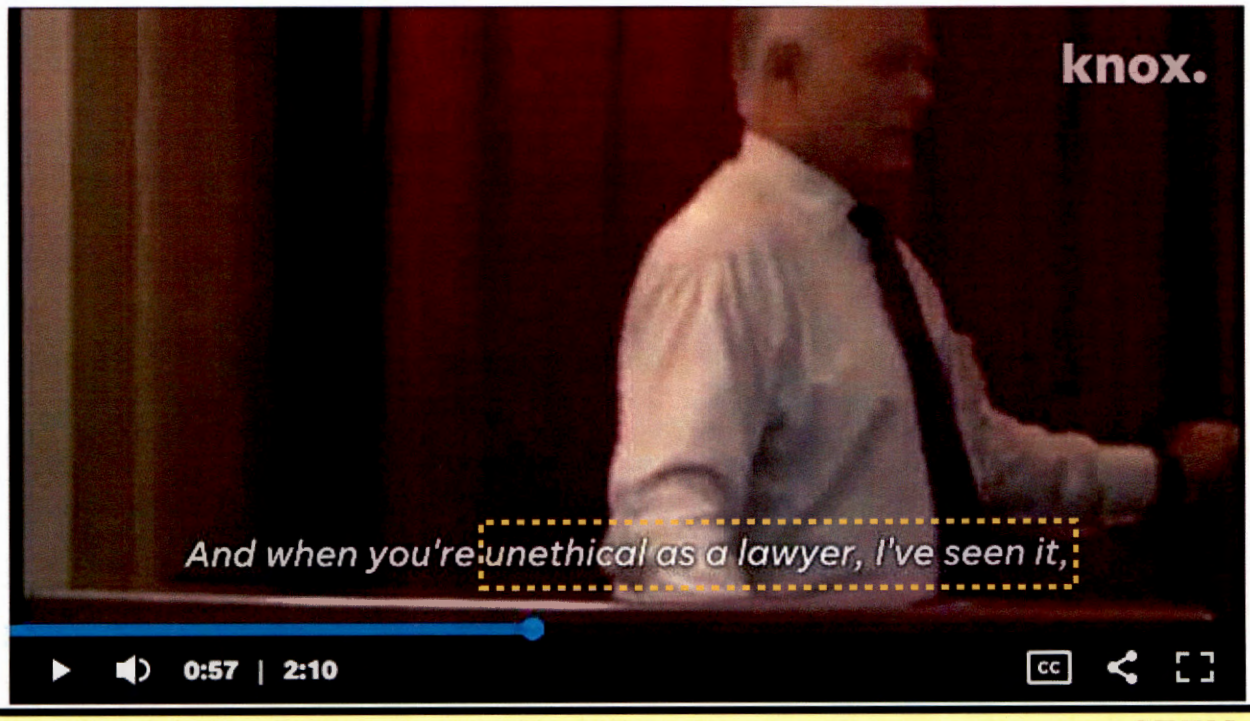

IN THE SLIDE ABOVE, JUDGE BINKLEY ADMITTED THAT HE HAS SEEN LAWYER(S) BEING UNETHICAL. (Not surprising, probably every Judge has.)
THE "CONFESSION" COMES WHEN JUDGE BINKLEY ADMITTED,
"I'VE NEVER TURNED IN A LAWYER IN MY ENTIRE CAREER."
THAT IS WHERE JUDGE BINKLEY BROKE THE RULES, BY HELPING TO HIDE IT!

TENN. R. SUP. CT. 2.15 (RESPONDING TO JUDICIAL AND LAWYER MISCONDUCT)

(A) **A judge** having knowledge that **another judge** has committed a violation of this Code that raises a substantial question regarding the judge's honesty, trustworthiness, or fitness as a judge in other respects **shall inform the appropriate authority.**

(B) **A judge** having knowledge that **a lawyer** has committed a violation of the Rules of Professional Conduct that raises a substantial question regarding the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects **shall inform the appropriate authority.**

(C) **A judge** who receives information indicating a substantial likelihood that **another judge** has committed a violation of this Code **shall take appropriate action. (This is one place where the COURT OF APPEALS grossly VIOLATED the RULES in my case!)**

(D) **A judge** who receives information indicating a substantial likelihood that **a lawyer** has committed a violation of the Rules of Professional Conduct **shall take appropriate action. (This is another place where the COA VIOLATED the RULES in my case.)**

Comment: [1] **Taking action to address known misconduct is a judge's obligation.** Paragraphs (A) and (B) impose an obligation on the judge to report to the appropriate disciplinary authority the known misconduct of another judge or a lawyer that raises a substantial question regarding the honesty, trustworthiness, or fitness of that judge or lawyer. **Ignoring or denying known misconduct among one's judicial colleagues or members of the legal profession undermines a judge's responsibility to participate in efforts to ensure public respect for the justice system.**

LAWYERS MUST also Report Both Judicial and Lawyer Misconduct: Tenn. R. Sup. Ct. 8.3 (REPORTING PROFESSIONAL MISCONDUCT).

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members are there. We all, I think would agree 110 percent, have some of the best times we've ever had. It is so much fun.

"I pay for my own gas. I pay for my — whatever I pay for," Binkley said.

Binkley addressed the trips after attorney Connie Reguli filed an emergency motion to suspend the proceedings in a case involving her client, Sam Clemmons, until they could complete an open records request into the emails to learn the extent of the trips.

The judge denied that motion.

He stressed that there's nothing wrong with lawyers and judges having a good time outside of work, "as long as you're not doing anything improper."

"People can assume whatever they want to. That's their business. But we're not so stupid, irresponsible or violating rules and getting special treatment out on a lake house boat, where you're all sitting around having a good time," Binkley said.

Story, who represents the defendants in Clemmons' case, said the trips at Center Hill Lake are only one day, despite emails that show the trips spanned three days, from Friday through Sunday.

"I don't know of any other profession that has to (argue against) each other every day in court and be adversaries, and fight for your clients zealously, but then we expect them to go out and go to bar functions and seminars, and sit across the aisle from each other and be friends," Story said.

"There's no way you can do that unless you have a mutual respect for each other. Respect for the way that you represent your client, and respect for the way that you carry on your family life."

Reach Elaina Sauber at esauber@tennessean.com, 615-571-1172 or follow @ElainaSauber on Twitter.

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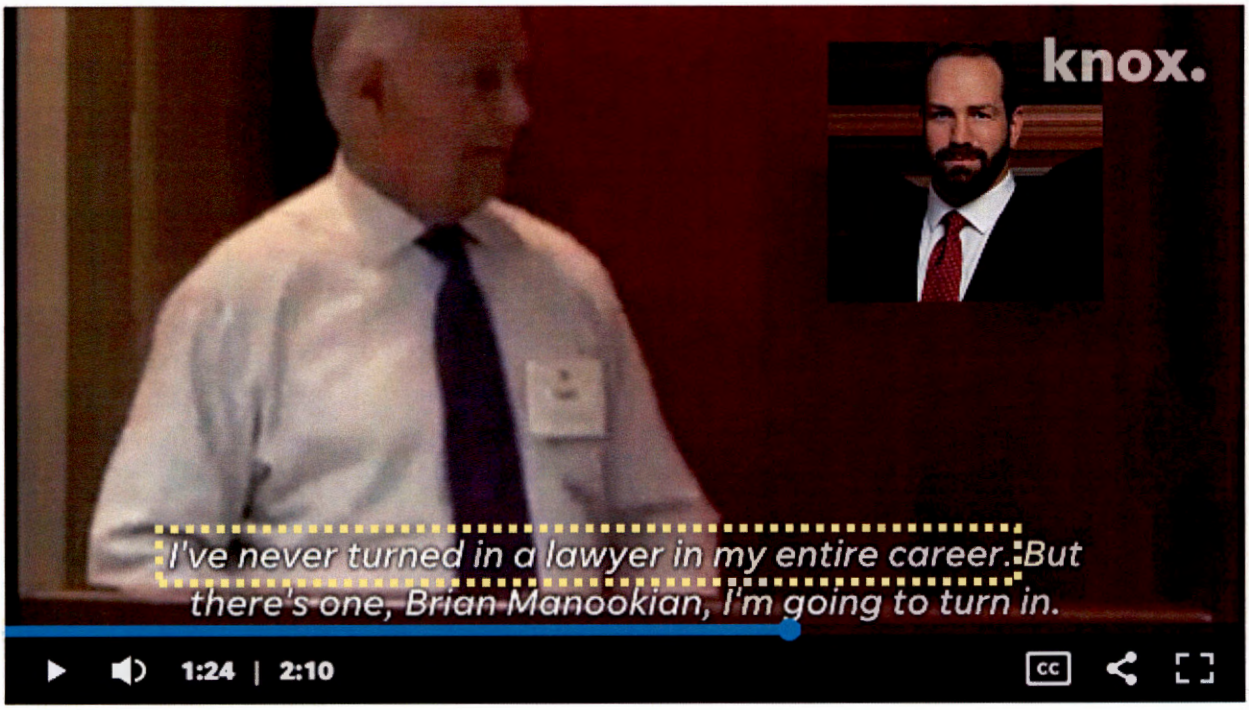

Judge: 'Revenge is mine'

ABOVE WHERE JUDGE MICHAEL W. BINKLEY SAYS:
"I'VE NEVER TURNED IN A LAWYER IN MY ENTIRE CAREER."

CORRECTING OR REPORTING MISCONDUCT IS NOT "OPTIONAL" FOR A JUDGE!

NOW THIS MAY SOUND HARSH, BUT HERE IS HOW I INTERPRET HIS CLAIMS:

1.) I've never obeyed the Judicial Canons or the Rules of Professional Conduct.
2.) I let my "FRIENDS" lie, misquote and break the law, court orders... do whatever they want!
3.) I want to party and play games with Attorneys! I want all the respect and the power, of a Judge, without acting honorably, respecting the rights of others, or trying to remain impartial, **"fair"** (that's sometime in the fall...), and treating every person equally.
4.) **I go with my gut feelings about people.** Some of these deadbeats need to be **taught a lesson!**
5.) **I reign with an iron fist!** Constitution? **I AM THE LAW!** Conduct? **Get OUT of HERE!**

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SEVENTY (70) EXAMPLES! NO, THAT DOESN'T SOUND LIKE A "BLACKMAIL LIST", THAT "JUDGE BINKLEY" KEPT IN HIS TOP DESK DRAWER FOR A "RAINY DAY", OR THAT HE PURCHASED FROM A "FRIEND", OR THEY GAVE HIM AS A SPECIAL "FAVOR"!

Judge Binkley admitted he **NEVER** turned in an Attorney IN HIS ENTIRE CAREER, until **NOW**, for a "**Vendetta**" no less, connected with an alleged **Prostitution Sting** he got **Arrested** in, and **Expunged** by a **Convicted Felon**.

Nah... this doesn't sound like "ORGANIZED CRIME", it's just another day at Court in Middle Tennessee! *(Doesn't it ever get embarrassing?)*

So WHY hasn't Binkley been IMPEACHED YET for his TESTIMONY in this VIDEO alone? Oh... that's right, he's "connected"! How much do you think the State of Tennessee should OWE ME for 2-years of idiocracy?

I must admit, I have the feeling that **Mr. Michael W. Binkley NEVER DESERVED to SIT in JUDGMENT OVER ME!** WHY has the SCARY, INTIMIDATING, THREATENING, CRIMINAL, who HATES others having RIGHTS and FREEDOM **been allowed to** CRIMINALLY EXTORT my SILENCE ABOUT HIS and ATTORNEY STORY'S **CRIMES AGAINST ME** AND MY FAMILY **FOR OVER 2-YEARS NOW?** While not one prestigious "Member of the Court" can scratch their head, and think that **maybe** my **10,000 hours** worth of **WORK**, while not asking for a penny, **just to GET FREE from 600-MILES AWAY**, might actually have some **MERIT?**

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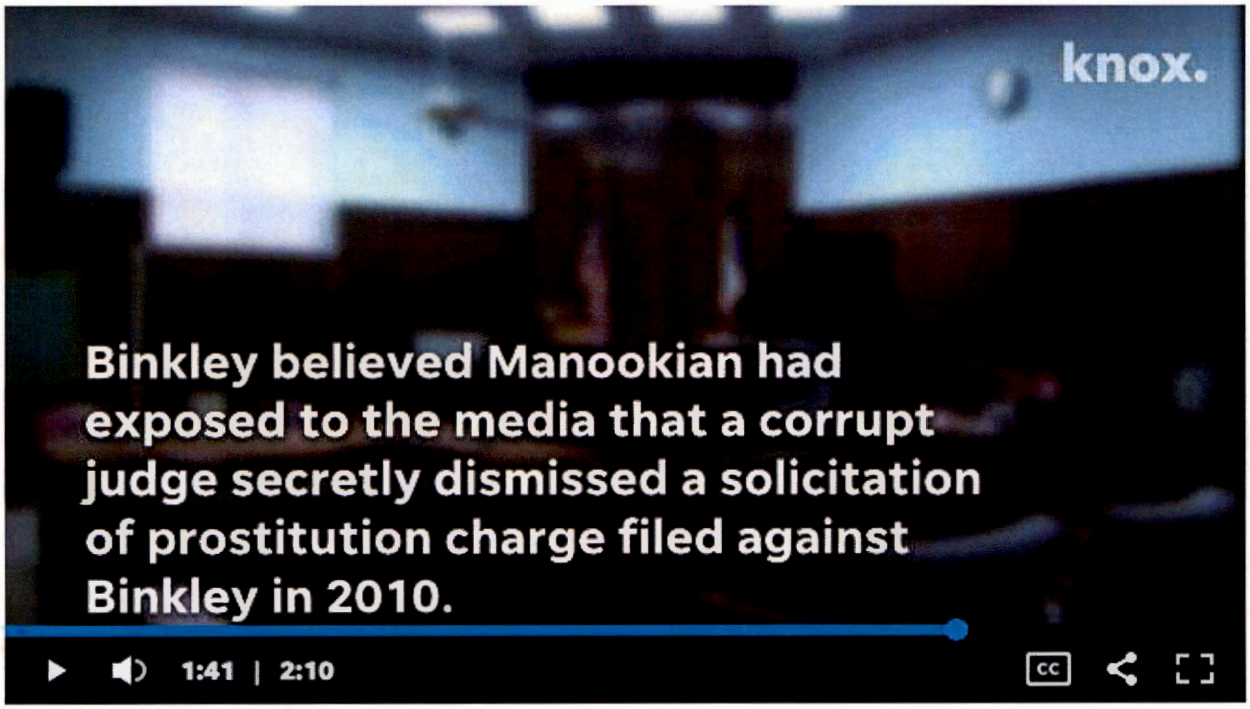

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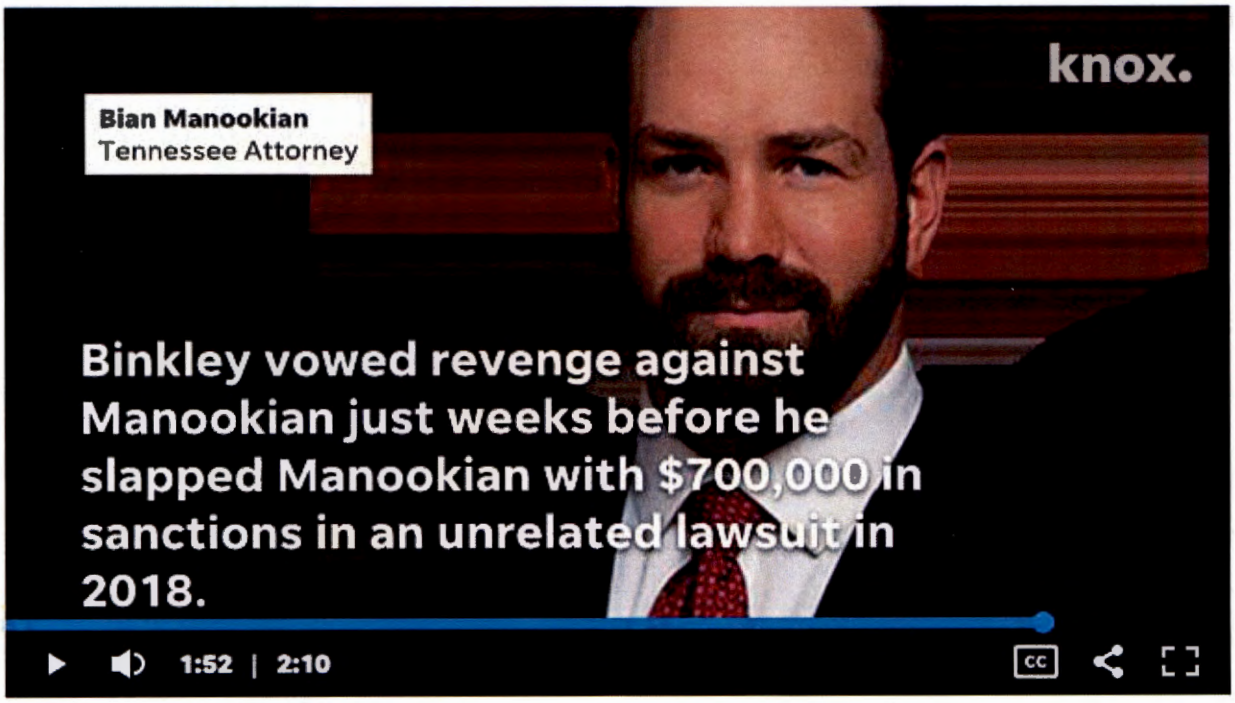

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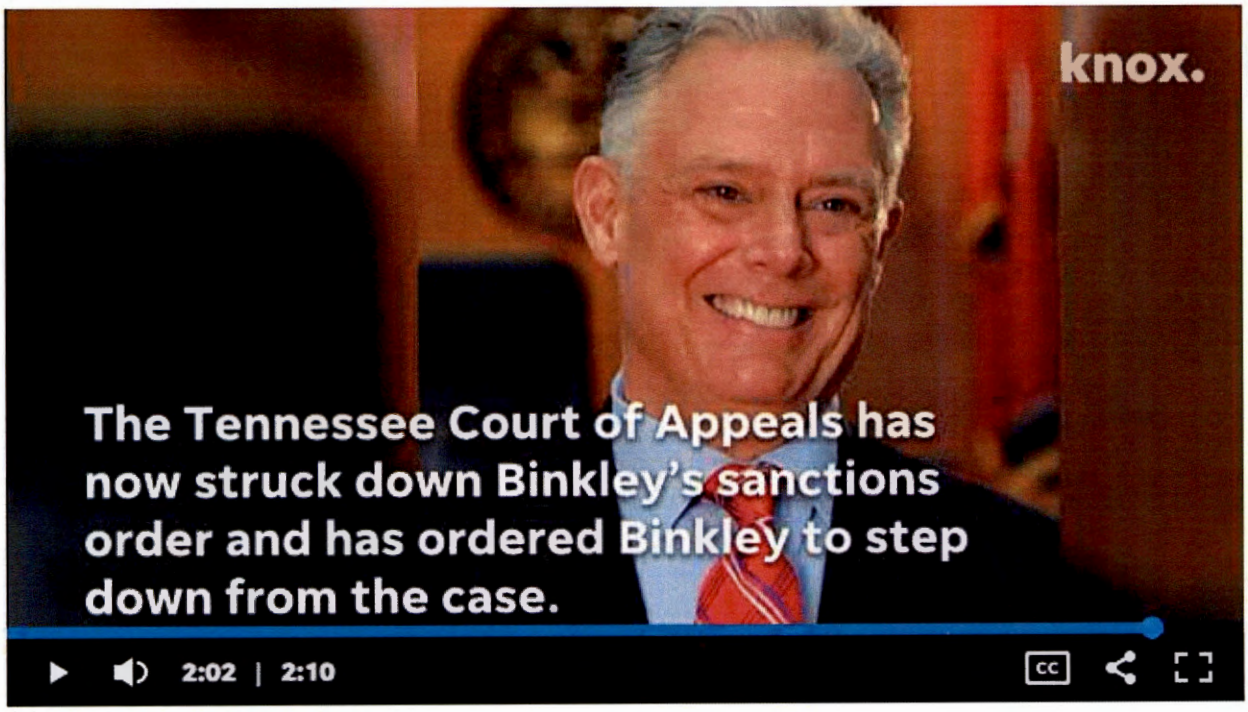

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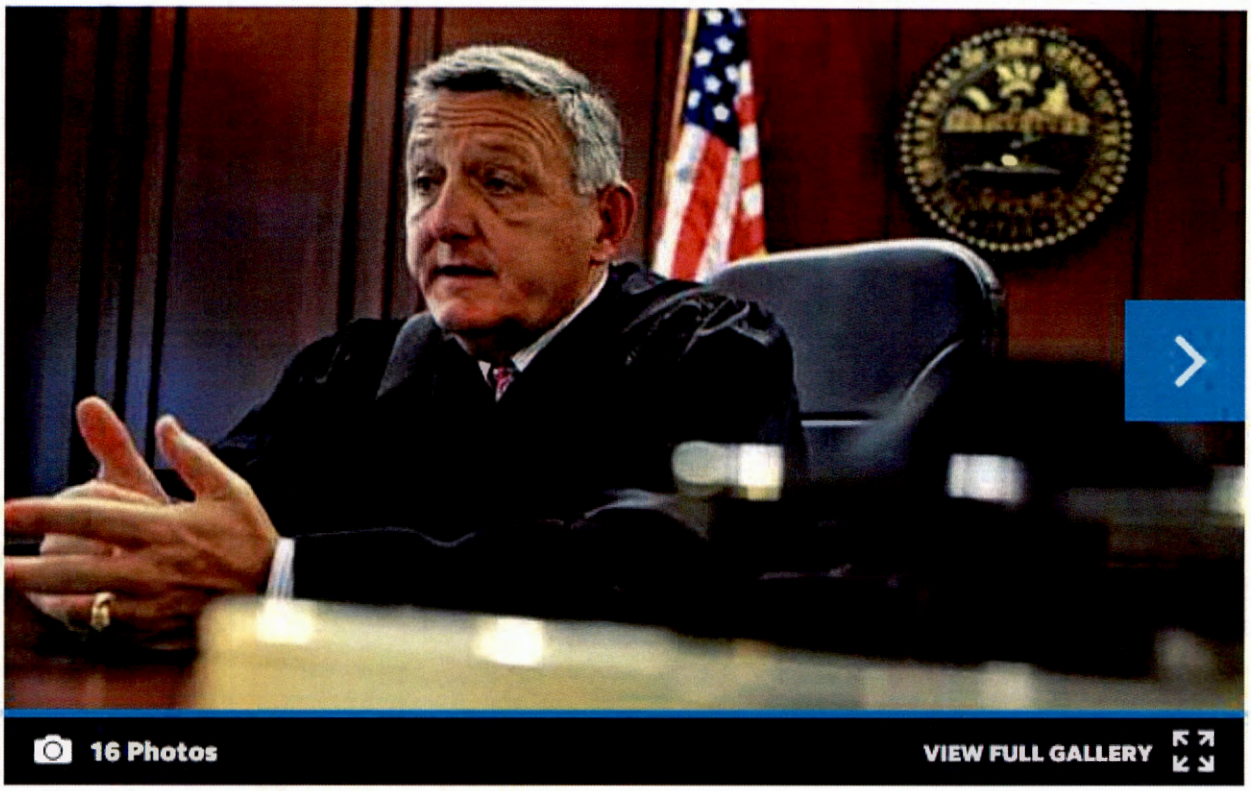


Former Nashville judge Casey Moreland

Former Nashville Judge Casey Moreland pleaded guilty in May, admitting he attempted to bribe an ex-paramour and that he conspired to steal from a program for recovering drug addicts.

Now, a state appellate court is booting Binkley off the bench in that case and striking down his sanctions order in an opinion that lays bare the very thing Binkley wanted to hide.

Binkley had been caught in a prostitution sting in 2010, two years before he was elected to the bench. But one of Tennessee's most powerful judges — former Davidson County General Sessions Court Judge Casey Moreland — erased all record of it.

IT'S NOT ABOUT MONEY OR DISCUSSING ACTIVE CASES, IT IS ABOUT THE FLAWS OF HUMANITY, THE UNCONSCIOUS STRINGS OF THE HEART, THE FACT THAT THE KNOWN AND TRUSTED PARTY WILL ALWAYS HAVE AN ADVANTAGE OVER THE UNKNOWN, ESPECIALLY WHEN THERE'S A LARGE DISPARITY BETWEEN CLAIMS!

Tennessean.

WILLIAMSON

How close can judges be with lawyers? Emails including Williamson Co. judge raise questions

Elaina Sauber The Tennessean

Published 5:00 a.m. CT Aug. 30, 2018

Williamson County Judge Michael Binkley sent an email to his wife in April 2016 to let her know a weekend lake trip organized for several judges and attorneys had been rescheduled to ensure the couple could attend.

"Looks like they made the lake party the second weekend so that you and I could be there. Very nice!! Put it on your calendar," Binkley wrote.

But the attorney who invited Binkley also had an active case before the judge in circuit court.

Three days before Binkley sent that email, the plaintiffs in a case he was overseeing, Sam and Shannon Clemmons, filed a motion asking the judge to recuse himself. Binkley later denied the motion.

One of the defense attorneys in the Clemmons' case, Virginia Story, invited Binkley, as well as his brother, Davidson County Judge Joe Binkley, on weekend trips in August 2015 and August 2016 featuring a houseboat, a lake house and dinners, according to emails obtained by USA TODAY NETWORK - Tennessee.

The Tennessee Administrative Office of the Courts refused to provide any emails about the trips, which were sent to or from judges' government-issued email addresses, claiming that the emails were not subject to inspection. This was in spite of the fact that the administrative office had previously produced some of those emails to another public records requester. The administrative office was specifically asked for those already-produced emails, but refused.

The lake trip emails sparked questions by the Clemmonses about whether judges can remain fair and impartial when presiding over cases while simultaneously vacationing with

attorneys in those cases.

Attorney James Oglesby, who said he's attended the trips in past years, said they are held at Center Hill Lake, and confirmed Story — the defense attorney in the Clemmons' case — hosts them.

The emails didn't raise concerns for the Tennessee Board of Judicial Conduct, which is the state's sole authority for investigating and reprimanding sitting judges who violate judicial conduct rules.

In a letter sent to the Clemmonses in March, responding to their 144-page complaint about Binkley, board chair and Judge Chris Craft noted that proof of a judge's ethics violation must be "clear and convincing."

"The investigative panel did not feel such a burden could be met in this case," Craft wrote.

The complaint was dismissed.

Binkley did not return a request for comment.

WHENEVER YOU SEE AN ALLEGED "PUBLIC SERVANT", REFUSING TO COMMENT, IT IS THE SAME AS "PLEADING-THE-FIFTH", IN CIVIL COURT. IT MEANS THEY ARE PROBABLY GUILTY!

'You're going to get yourself into trouble'

It's unrealistic to expect a person to relinquish all their personal relationships with fellow attorneys once they become a judge, said Charles Geyh, an Indiana University law professor and expert in legal and judicial ethics.

But judges should be careful, Geyh said, if activities go beyond a casual lunch or social event.

Judges should never preside over cases when they're close friends with any of the attorneys involved, Geyh said.

"You start vacationing with people, and you're going to get yourself into trouble," he said. "It's not cool if it reaches the point of creating the perception that there are lawyers who have special access (to the judge)."

Tennessee judges must recuse themselves from presiding over cases in which their impartiality might "reasonably" be questioned, according to the state code of judicial conduct.

"People with whom you socialize actively, vacation with, enter business relationships with - there's nothing wrong with continuing to do that after (you become) a judge," Geyh said. "You just can't hear cases in which those lawyers make appearances before you."

'Just something you do'

It's unclear how many attorneys and judges were invited to or attended the boating trips in 2015 and 2016. One email from Story about the 2015 trip was sent to Michael Binkley, Joe Binkley, Williamson County Judge Joseph Woodruff, and more than a dozen Williamson County attorneys.

Some attorneys who were included in the emails and contacted by The Tennessean for comment said they didn't think judges and attorneys vacationing together was an issue.

"I don't think it's any business the public needs to have. It's just something you do," said Lori Thomas Reid, a Franklin family law attorney who was included on one of the emails.

Attorney Michael Fort said the trips are harmless and likened them to events held by the Tennessee Bar Association or American Inns of Court, an organization comprised of local chapters of lawyers, judges and other legal professionals.

"I don't understand the concern about it," he said.

It's common for lawyers' families to accompany them on the trips, Fort said.

"It's not a place for conversation on cases. You've got kids running around and swimming and (water) skiing," he said. "It's a place to let that guard down a little bit and personalize everybody."

Oglesby echoed those sentiments, saying the trips are "purely a social thing."

Story did not return a call for comment.

Judges required to report some gifts

When a judge won't recuse themselves from a case, it's rare for higher courts to overrule them, said Richard Flamm, a California-based attorney who has published books on judicial and lawyer disqualification.

"When it comes to disqualifying judges, there never seems to be enough of a reason," Flamm said. "There's very little case law you can find when moving to disqualify a judge."

It's unclear whether attorneys paid for any of Judge Michael Binkley's expenses on the 2016 lake trip. If they did, that could prove problematic.

THE STATE OF TENNESSEE HAS NO LEGAL AUTHORITY OR JURISDICTION TO FORCE THE PEOPLE TO SUBMIT & PARTICIPATE IN A SYSTEMICALLY BIAS, PARTIAL, AND CORRUPT COURT SYSTEM! WE ARE AMERICAN CITIZENS!

"If the attorney inviting the judge is paying for the lodging and the judge's meals, then the judge is accepting gifts of more than ordinary social hospitality," Flamm said. "That's improper."

Tennessee judges are required to report to the Administrative Office of the Courts certain gifts they receive from outside parties, including attorneys.

For example, a judge must report gifts valued at more than $250. A judge must also report money received from "extrajudicial activities," such as giving a lecture or speech.

Binkley reported that he didn't receive any gifts in 2016 or 2017, according to public compensation reports filed with the Administrative Office of the Courts.

Rule 10 of the Code of Judicial Conduct says judges may accept "ordinary social hospitality," but does not elaborate on what that includes.

In other states, judges cannot accept gifts or go on paid trips with attorneys who are involved in a case over which those judges are presiding.

Louisiana judge Robin Free accepted an all-expenses-paid trip on a private jet to a Texas ranch in 2010 that was organized and paid for by attorneys with a personal injury case before the judge at the time.

Four years later, the Louisiana Supreme Court determined Free had violated its code of judicial conduct, and suspended him for 30 days without pay and imposed a $7,000 fine, according to Reveal News, with the Center for Investigative Reporting.

In May, county court judge Maria Ortiz in Miami, Fla., agreed to pay a $5,000 fine for failing to report free hotel stays and gifts she and her husband received, according to the Miami Herald. Florida judges are required to report all gifts that could give the public reason to question their impartiality.

Reach Elaina Sauber at esauber@tennessean.com, 615-571-1172 or follow @ElainaSauber on Twitter.

IF THE TENNESSEE BOARD OF JUDICIAL CONDUCT HAD USED A TINY BIT OF "6TH GRADE COMMON SENSE", OR SHOWED THE SLIGHTEST BIT OF CARE OR KNOWLEDGE ABOUT HISTORY, THE WORLD OVER, THROUGHOUT THOUSANDS OF YEARS, AND FIXED THIS ETHICALLY IN 2018, IT WOULD HAVE SAVED YEARS OF MY LIFE, AND WELL OVER A MILLION DOLLARS OF LOSSES IN MY LIFE ALONE! WHILE I KNOW THAT MANY OTHER PEOPLE AND FAMILIES HAVE LIKEWISE SUFFERED GREATLY FROM THIS PROFESSIONAL NEGLIGENCE (BORDERING UPON TREASON). REFUSING TO PRIORITIZE PROTECTING THE JUDICIAL INTEGRITY OF THE STATE OF TENNESSEE, OVER THE PLEASURES OF PLAYING "COURT" WITH THEIR FRIENDS! (ASK A HOMELESS PERSON, THEY'LL SHOW MORE ETHICAL FORTITUDE & "COMMON SENSE" THAN THE ELITE JUDICIARY HAS IN THIS AREA!)

Tennessean.

WILLIAMSON

Williamson County judge says there's nothing wrong with boat trips he takes with lawyers

Elaina Sauber The Tennessean

Published 6:00 a.m. CT Sep. 24, 2018

A Williamson County judge said he isn't doing anything wrong when he takes boat trips with lawyers, and he denied an attorney's emergency motion for time to try to learn more about the trips.

Judge Michael Binkley confirmed in emails obtained by the USA TODAY NETWORK - Tennessee that he would attend a three-day lake trip in 2016 with several attorneys, including one who had an active case before him at the time.

More: How close can judges be with lawyers? Emails including Williamson Co. judge raise questions

"If the public is as smart as everybody says they are, most people who have any common sense are going to say, 'What is wrong with judges and lawyers having fun together?' Nothing," Binkley said during an open court hearing on Aug. 30, the same day the USA TODAY NETWORK - Tennessee published a story about the Center Hill Lake trips.

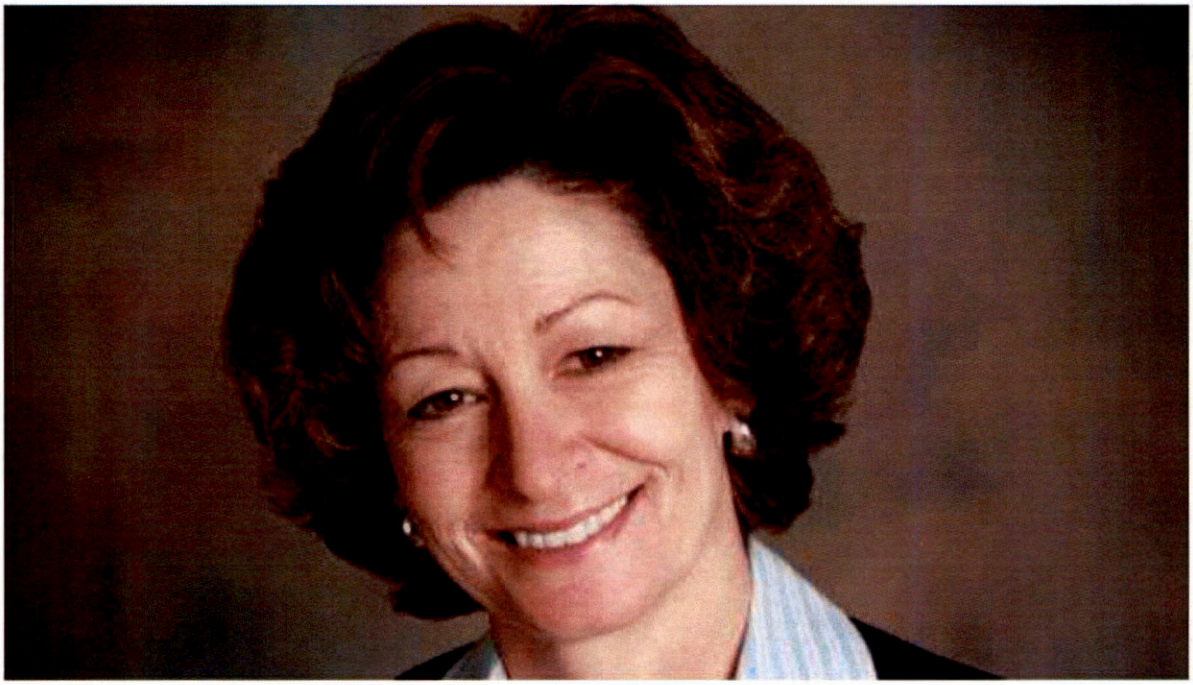
Binkley, who didn't respond to a request for comment before that story published, said at the hearing he looks forward to the boat trips each year.

Virginia Story, the attorney who invited Binkley on the trip in 2016, had an active case before the judge in circuit court, which sparked questions about whether judges can remain fair and impartial when presiding over cases while simultaneously vacationing with attorneys in those cases.

Story, who attended the hearing where Binkley discussed the trips, said they were "benign."

"They are absolutely a blast," Binkley said. "I am with my friends, who are lawyers. Some family

Trial Lawyer's Building It's in Their Blood: Virginia Lee Story



By Attorney at Law Magazine April 20, 2016

We sat down with Virginia Lee Story to discuss the law practice here in Franklin which has expanded to a practice with 12 attorneys since the inception in 1985. Story practices with Joanie Abernathy, Neil Campbell, Julia Stovall, Nick Harris, Steve Garner, Casey Ashworth, Diane Crosier, Katye Yarbrough, Nathan Luna & Jill Hudson.

AALM: Tell us about the founding of your office.

Story: Franklin, Tennessee is a wonderful town of growing families and businesses. When I graduated from Lipscomb University and started law school in Nashville, I began to migrate toward the Williamson County line to

work with our current clerk and master, Elaine Beeler and Mr. Dan Beeler.

I purchased a historic building in downtown Franklin. Unfortunately, an arson attack forced me to purchase my current location. In 2004, the new county courthouse – we call it the new courthouse even though it's now over 10 years old. I have been very lucky thus far in my real estate adventures and when the county announced that they were building the courthouse across the street from our law office, we were thrilled. We can now be in court in one minute.

Being a small town practice was my goal. I feel like I made the right choice for my family. My husband and I have owned Clean Earth Sanitation, Inc. and now are developing and building, Williamson County is the land of opportunity. Our children were educated in Williamson County Schools and Battle Ground Academy after grammar school which has shaped their career paths. The spiritual vibe of Williamson County has also been a source of strength for our family and my career.

AALM: What first drew you to the legal field?

Story: My father practiced law for 60 years in Kentucky. He took me to the courthouse with him when he prosecuted cases from age 12. He became the attorney for the county in condemnation proceedings acquiring the property known as the land between the lakes. While real estate law was never for me, my husband and I have been developing property for the last 10 years. I guess the real estate bug laid dormant for a time.

When I graduated from the Nashville School of Law, I was originally drawn to criminal law and did a fair amount of work in that area. As Williamson County became more of a family community, my practice began shifting toward family law. That has been my major focus for the past 25 years. I have been practicing in Williamson County for 31 years. The law has been my passion every day.

AALM: Tell us about your team.

Story: We have grown from two lawyers to 11. I have been practicing with my best friend, Joanie Abernathy, for more years than either of us care to admit. We met in law school. We have been fortunate to practice with a growing group of strong lawyers, including Neil Campbell, Julia Stovall, Nick Harris, Casey Ashworth, Diane Crosier, Steve Garner, Nathan Luna, Katye Yarbrough and Jill Hudson.

AALM: How do you and your partners balance running a business with practicing law?

Story: We are all autonomous in our practice. Each partner is their own boss. I do not dictate how they practice law, how many hours they work or their caseload. The attorneys and staff in our office are professionals and that is all I need to say about their balance. My balance is slightly weighted toward a workaholic but every year I say that I am going to find a better balance. Running a business came easy to me, I am frugal and therefore run a pretty tight ship on the overhead. The business part of the practice is time consuming but it is very worth it when you develop a system and are able to share a space with the nicest lawyers that provide a warm and productive environment in which to work.

AALM: Are there any cases that affected the way you approached the law?

Story: Yes, there were two high-profile criminal cases when I started in Franklin that shaped me as a lawyer. Both were murder trials and required a vast amount of dedication. They taught me to work hard, be prepared and something that perhaps cannot be taught, except by your parents, and that is to truly care about the clients you represent and their families but also about the victim's families.

AALM: As you look to the future, how do you see your firm evolving?

Story: I see our firm continuing to do what they do best and that is representing our clients to the best of our ability and if you do a good job then it is rewarded. We opened an office in Westhaven community in 2013 and I see that location as being a growth opportunity to serve the needs of clients.

AALM: Who are your legal heroes and how do you aspire to emulate them?

Story: My father, James E. Story taught me humility and how to practice law to the best of my ability. My mother, sisters and brothers keep me grounded. Growing up in a home with eight to 10 people at a time, only two small bathrooms and three bedrooms, certainly provided me with the tools I have come to use in my Rule 31 mediations. My best friend and partner for 30 years, Joanie Abernathy, has taught me that if you cannot say anything nice, don't say anything. There is no finer person that I know. She is genuine to the core. Justice Cornelia Clark, who was one of our circuit court judges when I began practicing, is so knowledgeable of the law and compassionate for her constituents. Her professional demeanor in everything she does is impeccable. Judge Don Harris and Judge Henry Denmark Bell both taught me to work hard and be prepared every day in court. If I was not prepared, they would sure let me know! They all inspire me as well as many others including my husband Richard Horn of 30 years who has supported my career tirelessly and our children who have sacrificed having a stay at home mom.

ATTORNEY AT LAW MAGAZINE

Attorney at Law Magazine

Attorney at Law Magazine is a national B2B trade publication for and about private practice attorneys. The magazine focuses on the industry, its events, happenings and the professionals and firms that drive its success. The editorial is a collaboration of interviews with professionals, industry expert penned columns and articles about advancing your legal practice through marketing, practice management and customer service.

Jeff Fenton

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Wednesday, October 2, 2019 3:01 PM
To: Jeff Fenton; Fawn Fenton; Virginia Story
Subject: 1986 Sunny Side

Jeff,

Curious if you are in Tennessee gathering your personal property this week.
Sincerely,

Tommy Anderson

Tommy Anderson, Broker/Realtor/Auctioneer
HND Realty
www.HNDREALTY.COM
(615) 969-5819

Jeff Fenton

From: Virginia Story <virginia@tnlaw.org>
Sent: Friday, October 4, 2019 2:14 PM
To: Jeff Fenton
Cc: Heidi Macy; Kathryn Yarbrough; Tommy Anderson
Subject: RE: Fenton v. Fenton

Categories: 5-Email: Present to Court

Jeff,

Please make sure that you have vacated the property by 10/5/19 at 12 noon with only the belongings that you listed to remove.

Thanks,
Virginia

Story
Abernathy
& Campbell
PLLP

Virginia Lee Story
Attorney at Law
136 Fourth Avenue South
Franklin, TN 37064
(615) 790-1778
(615) 790-7468 fax
Virginia@tnlaw.org

***Note** This e-mail contains PRIVILEGED and CONFIDENTIAL information intended only for the use of the specific individual or entity named above. If you or your employer is not the intended recipient of this e-mail, or an employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any unauthorized dissemination or copying of this e-mail or the information contained in it is strictly prohibited. If you have received this e-mail in error, please immediately notify the person named above at once by telephone. Thank you.*

From: Jeff Fenton
Sent: Saturday, September 28, 2019 1:52 PM
To: Virginia Story <virginia@tnlaw.org>; elaine.beeler@tncourts.gov
Cc: Heidi Macy <Heidi@tnlaw.org>; Kathryn Yarbrough <kyarbrough@tnlaw.org>
Subject: RE: Fenton v. Fenton
Importance: High

Hello Ms. Story,

YES!

Jeff Fenton

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Saturday, October 5, 2019 5:15 PM
To: Virginia Story
Cc: Jeff Fenton; Heidi Macy; Kathryn Yarbrough
Subject: Re: Fenton v. Fenton

Jeff,

Checking in to see if you will be vacated 1986 Sunny Side by 5pm today Saturday October 5, 2019.
Sincerely,

Tommy Anderson

On Friday, October 4, 2019, Virginia Story <virginia@tnlaw.org> wrote:

Jeff,

Please make sure that you have vacated the property by 10/5/19 at 12 noon with only the belongings that you listed to remove.

Thanks,

Virginia

Story
Abernathy
& Campbell
PLLP AN ASSOCIATION OF ATTORNEYS

Virginia Lee Story

Attorney at Law

136 Fourth Avenue South

Franklin, TN 37064

(615) 790-1778

Jeff Fenton

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Sunday, October 6, 2019 12:24 PM
To: Virginia Story
Cc: Jeff Fenton; Heidi Macy; Kathryn Yarbrough
Subject: Re: Fenton v. Fenton

Jeff my friend,

I will be coming by today after my son's bball game. I hope to see you gone by then, or other measures, not to your liking will be enforced. Time to move on.

Tommy Anderson

On Friday, October 4, 2019, Virginia Story <virginia@tnlaw.org> wrote:

Jeff,

Please make sure that you have vacated the property by 10/5/19 at 12 noon with only the belongings that you listed to remove.

Thanks,

Virginia

Story Abernathy & Campbell PLLP

Jeff Fenton

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Sunday, October 6, 2019 1:54 PM
To: Virginia Story
Cc: Jeff Fenton; Heidi Macy; Kathryn Yarbrough
Subject: Re: Fenton v. Fenton

Categories: 5-Email: Present to Court

Jeff will be out by tonight. I just went by & met him & his mother at Sunny Side.

Tommy

On Sunday, October 6, 2019, Tommy Anderson <tom@tommyanderson.us> wrote:

Jeff my friend,

I will be coming by today after my son's bball game. I hope to see you gone by then, or other measures, not to your liking will be enforced. Time to move on.

Tommy Anderson

THE CLOSING FOR OUR HOME WASN'T FOR THREE MORE WEEKS, ON 10/29/2019, SO WHY WERE WE BULLIED SO MUCH? ATTORNEY STORY HAD NO LEGAL AUTHORITY! THEY HAD MONTHS WITH THE HOUSE BY THEMSELVES (WHILE MY STUFF WAS STOLEN)! WHY WAS I ONLY ALLOWED 5-DAYS WITH MY ELDERLY MOTHER TO BOTH PACK AND MOVE MY 2,500 SQFT HOME? WHO MADE STORY GOD? AND THE AUCTIONEER HER ENFORCER, I PAID? A GANG OF LAWLESS THIEVES & THUGS!

Jeff Fenton

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Sunday, October 6, 2019 6:35 PM
To: Virginia Story
Cc: Jeff Fenton; Heidi Macy; Kathryn Yarbrough
Subject: Re: Fenton v. Fenton

Thank you Jeff for leaving with your possesions today. We drove by & you were headed out the driveway.

Sincerely,
Tommy Anderson

THIS INSTRUMENT WAS PREPARED BY

Bankers Title & Escrow Corp.
5107 Maryland Way, Ste. 115
Brentwood, TN 37027
P19-10267A-BW

SAMUEL F. ANDERSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE
COUNTY OF Williamson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 324,360.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29 DAY OF October 2019

Notary Public

MY COMMISSION EXPIRES: 11/3/20

(AFFIX SEAL)

WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
GL Properties, LLC	GL Properties, LLC	
1986 Sunnyside Drive	101 Creekside Crossing #1700195	013J-A-035.00-000
Brentwood, TN 37027	Brentwood, TN 37027	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

NOTICE OF JUDICIAL VACANCY

Circuit Court, Division III
21st Judicial District
Williamson County

Pursuant to Tenn. Code Annotated § 17-4-308(d), notice is hereby given that the Trial Court Vacancy Commission will meet in the 21st Judicial District to initiate the process of filling the vacancy in the Circuit Court, Division III, occurring on September 30, 2023, following the retirement of Judge Michael W. Binkley on September 29, 2023. The Commission will meet Thursday, August 31st in the Mayor and Aldermen Board Room in the Franklin City Hall located at 109 3rd Ave S., Franklin, TN 37064, at 9:00 a.m. CDT.

Applicants must be an attorney licensed in Tennessee who is at least 30 years of age, a resident of the state for five years, and must reside in the Judicial District. The Commission is committed to encouraging a diverse judiciary and welcomes all qualified attorneys to apply.

For an applicant to be considered for the judicial vacancy, the Administrative Office of the Courts must receive a completed application **by Wednesday, July 26, 2023 at 12:00 p.m. CST**. The application and instructions are available at http://www.tncourts.gov/administration/judicial-resources. A completed application includes: (1) the original signed (unbound) application; **and** (2) a digital copy of the application. The Commission encourages applicants to submit applications as soon as possible and communicate with the Administrative Office of the Courts to schedule hand-delivery or provide delivery tracking information for the original application to help ensure timely receipt by the deadline.

Any member of the public may attend the public hearing to express, orally or in writing, objections concerning applicant(s) for the judicial vacancy.

If you require an accommodation and/or have special needs because of a qualified disability, have questions about the Commission, or need to schedule hand-delivery or provide delivery tracking information for an application, please contact John Jefferson at the Administrative Office of the Courts at John.Jefferson@tncourts.gov or 615-741-2687.

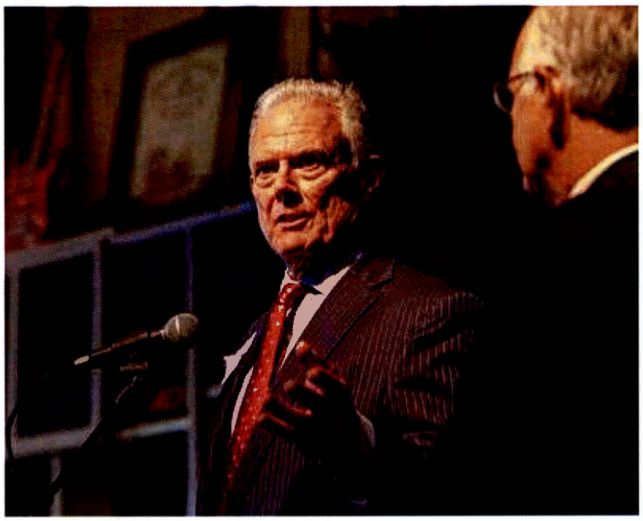
This the 6th day of July, 2023.

Williamson County Judge Michael Binkley to retire a year after reelection

Asked why he would retire a year after winning an eight-year term: 'Why not?'

BY MATT MASTERS
JUL 12, 2023

Williamson County Circuit Judge Michael W. Binkley will retire in September despite having been reelected to the bench just shy of one year ago.



Judge Michael Binkley addresses supporters at Franklin's Puckett's Grocery and Restaurant during a reelection campaign kick-off event for himself and fellow sitting Judges James Woodruff and Deanna Johnson.

Matt Masters

Binkley, 72, is set to retire on Sept. 29, after serving 11 years on the bench and a 35-year career as a trial lawyer in private practice.

When asked why he would retire after campaigning for and winning re-election to the eight-year term in 2022, Binkley responded, "Why not?," adding that he has other things that he wants to do with his life.

"I have thoroughly enjoyed being a trial judge for the last 11 years," Binkley told *Post* sister publication *The News*. "I have really enjoyed serving the judiciary as well as serving the citizens of Williamson County. I have been honored to hold this position, and I've really enjoyed it. Going forward, I look forward to opportunities in my life, inside the law and, mostly, outside of the law."

In 2021, Binkley told voters and supporters that the role of judge "gives me the opportunity

to do the right thing each and every time, and it's worked for me, and that's exactly what I intend to continue to do."

Binkley's time on the bench has not been without controversy after he was caught in a prostitution sting in 2010, two years before he became judge. Fallout from that incident has played out in the courts and through ethics complaints.

Binkley has also been the subject of the "Investigate Michael W. Binkley Circuit Court Judge" Facebook page, which was created in 2017.

According to the Tennessee Administrative Office of the Courts, applications to fill the judicial vacancy will be accepted until July 26, and on Aug. 31, the Trial Court Vacancy Commission will hold a public meeting in Franklin to discuss the vacancy and applicants.

A replacement will then be appointed by Gov. Bill Lee. The appointee will serve until the next general election, when voters will elect a replacement.

Qualified applicants must be licensed attorneys who are at least 30 years old who have been residents of the state for five years and are residents of the 21st Judicial District.

This story was first published by our sister publication The News.

Matt Masters

Supreme Court of Tennessee Blog

A legal blog dedicated to covering the Supreme Court of Tennessee (and other interesting legal issues)

Tag Archives: Sandy Garrett



The Tennessee Justice System Has a Bigoted Personnel Problem. Unfortunately, the Bureaucrats Responsible for Overseeing It Don't Care.

June 12, 2019 First Amendment, Rules of Professional Conduct Daniel Horwitz, Sandy Garrett, Tennessee Board of Professional Responsibility

By Daniel Horwitz:

It seems that almost every week now, government officials involved in Tennessee's justice system make headlines for their overt, unapologetic bigotry. In May of this year, for instance, Shelby County Criminal Court Judge Jim Lammey gained national attention after posting an article that referred to Muslim immigrants as "foreign mud" and said that Jews should "get the f**k over the Holocaust." Weeks later, Coffee County District Attorney Craig Northcutt provoked an initial wave of outrage after posting (among other disqualifying nonsense) that Muslims' "belief system is evil, violent and against God's Truth," only to outdo himself shortly thereafter when a video surfaced of him proclaiming that gay couples don't enjoy constitutional rights and would not be protected by domestic violence statutes within his jurisdiction. And today, the Knoxville News Sentinel reports that Knox County Sheriff's Detective Grayson Fritts recently declared that "federal, state and county governments should arrest, try, convict and 'speedily' execute people within the LGBTQ community" for participating in Pride parades.

These outrages are not isolated. They also are not surprising, given the shockingly indifferent way that such disqualifying conduct is treated by the bureaucrats who oversee Tennessee's justice system. And they will continue to occur over and over and over again until administrators like BPR Chief Disciplinary Counsel Sandy Garrett are replaced with competent, capable people who consider bigotry and misconduct by public officials at least as problematic as private attorneys loaning poor clients money so that they can pay their rent.

This is not an exaggeration. Tennessee's Board of Professional Responsibility—the shadowy, quasi-governmental body that regulates lawyers in Tennessee—has routinely turned a blind eye to racism and approached the absolute worst forms of misconduct with kid gloves under circumstances when the violators were participants in Tennessee's justice system. In 2014, for instance, a Shelby County District Attorney who was caught (and admitted) withholding exonerating evidence in a capital murder case received nothing more than a public censure. In other circumstances, misconduct in the form of racist comments made by District Attorneys during prosecutions were ignored by the body entirely. And indeed, during an insane attempted power grab last year that would have afforded the BPR wide-ranging authority to censor and prosecute a vast amount of constitutionally protected, private attorney speech, at Ms. Garrett's urging, the BPR itself sought to carve out a special disciplinary exemption for prosecutors who exercised racist peremptory challenges during jury selection.

By contrast, trivial violations that most reasonable people would not consider misconduct at all are met with fire and fury. For instance, in only the latest indication that Tennessee's BPR has lost both its purpose and its mind, the Board came down hard on one lawyer for what is apparently considered an egregious offense in this State: Helping a poor client pay her rent. Ultimately, the punishment he received was identical to the sanction that the BPR levied against the above-mentioned Memphis prosecutor who hid exonerating evidence in a capital murder case—a fact that says just about everything that needs to be said about the BPR, its judgment, and its priorities.

Most troublingly, though, Garrett's BPR has helped prevent serious misconduct by public officials from coming to light by aggressively prosecuting attorneys across the state for having the audacity to speak up or speak out against judges. Indeed, notwithstanding the absence of any conceivable harm to the public, there appears to be no surer way to guarantee severe professional sanction in Tennessee—including summary, indefinite suspension—than to stand up to a judge. Given this context, it is fair to wonder whether the culture of silence and censorship that Garrett's BPR fosters—whether deliberately or otherwise—serves to inhibit whistleblowing and allows misconduct by public officials to fester unchecked for years. Indeed, one wonders whether that's the point.

Year after year, bar associations and self-important bar leaders across Tennessee wonder aloud why the legal profession is consistently held in such low esteem by the general public. Curiously, the existence of bigoted judges and prosecutors, a structurally inadequate indigent defense system, and highly questionable behavior by professional regulators—both with respect to the way they treat practicing attorneys and prospective lawyers—never seem to come up as possible explanations. Certainly, the solutions sought by the BPR don't address any of the many legitimate reasons why the public would hold the entire legal system in low regard. Instead, to the exclusion of any justifiable priority, the approach of Tennessee's BPR has largely been to censor and prosecute lawyers who criticize governmental participants in a legal system that is failing daily.

Though few dare to challenge the BPR's behavior and priorities given credible fear of retaliation, it is past time that the BPR secured new leadership. As Garrett's BPR demonstrates year after year, the body quite simply lacks the judgment to oversee or regulate the practice of law in Tennessee. Having failed to do her job competently for long enough, the Tennessee Supreme Court should replace her. Alternatively, for the good of the profession, Garrett should do the honorable thing and resign.

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Case 1:23-cv-01097-PLM-RSK ECF No. 1-17, PageID.641 Filed 10/13/23 Page 1 of 100

Vol 1

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

Appendix 13-1

RECEIVED
APR 07 2020
By

TECHNICAL RECORD

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

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

TR-5
TE-1

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

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

TO THE
APPEALS COURT
NASHVILLE TENNESSEE

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

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

FILED 31ST DAY OF MARCH 2020.

CHANCERY COURT
NO. 48419B

Sara B McKinney CLERK
DEP. CLERK

IN THE COURT OF APPEALS OF TENNESSEE
AT NASHVILLE

FAWN [redacted] FENTON v. JEFFREY RYAN FENTON

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

CERTIFICATE OF APPELLATE RECORD

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

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

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

This the 31st day of March, 2020.

(SEAL)

THE CHANCERY COURT SEAL WILLIAMSON CO. TN

Sara B McKinney D.C.

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

Case 1:23-cv-01097-PLM-RSK ECF No. 1-17, PageID.644 Filed 10/13/23 Page 4 of 100

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8/29/2019 **ANY AND ALL POSSIBLE JURISDICTION TERMINATED UPON WRONGFUL EVICTION, FORCING HUSBAND TO RELOCATE TO MICHIGAN!**	**HUSBAND'S RESPONSE AND COUNTERMOTION** TO WIFE'S MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION AND FOR DATE CERTAIN FOR WALK THROUGH OF HOUSE AND MOTION FOR SCHEDULING ORDER **(AKA HUSBAND'S "ONE AND DONE": EMERGENCY AD HOC ANSWER & COUNTER TO ALL COMPLAINTS, INCLUDING DIVORCE, WITH SELF-EXPLANATORY EXHIBITS).**	**119-380** **NOT ONE WORD USED IN HUSBAND'S DEFENSE**
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2/18/2020	HUSBAND'S QUALIFIED DISABILITY DOCUMENTS FROM LOCAL PHYSICIANS.	**480-494**
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2/18/2020	**WIFE'S ARSENAL, FIREARMS TRAINING RESUME, LICENSES,** DEFENSIVE HANDGUN INSTRUCTOR, CARRY PERMIT, CITIZENS POLICE ACADEMY, SITUATIONAL AWARENESS, RAPE & PEPPER SPRAY CERTIFIED TRAINER.	**566-594**
2/18/2020	**WIFE PROMISES TO PAY ALIMONY,** SETTLEMENT PROPOSITIONS, HOUSE NEGOTIATIONS, **CONCERNS ABOUT TRUMP TAX REFORM. HUSBAND OFFERED TO LET WIFE KEEP THE HOME, WIFE DECLINED.** MET WITH HUSBAND'S THERAPIST – **WIFE WANTED TO REMAIN FRIENDS AFTER DIVORCE.** CHRISTMAS AND BIRTHDAY GIFTS. **ROOMMATE ANNOUNCEMENT AND INCOME** (WIFE HAPPY) **$500 DECREASE IN SUPPORT NEEDED FROM WIFE** (TO START). **SHOULD ALLOW BOTH PARTIES TO CASHFLOW** FOR THE FIRST TIME SINCE WIFE LEFT.	**595-619**
2/18/2020	11/5/2018 MUTUAL VOLUNTARY NON-SUITS FOR WILCO DOCKET #47426.	**620-629**
2/18/2020	**10/30/2018 HUSBAND'S PRO SE ANSWER AND COUNTER COMPLAINT** FOR DIVORCE, DOCKET #47426, IN WILLIAMSON COUNTY CHANCERY COURT.	**630-644**
2/18/2020	AMICABLE NEGOTIATIONS – PUT #47426 DIVORCE ON HOLD.	**645-655**
2/18/2020	**10/27/2018 VERBAL SETTLEMENT AGREEMENT BASED ON ALIMONY** PAID TO HUSBAND BY WIFE IN THE AMOUNT **OF $1,750 PER MONTH FOR A DURATION OF 6-YEARS** (22.5% OF WIFE'S GROSS INCOME FOR HALF THE DURATION OF MARRIAGE), AS ADVISED WAS FAIR BY SANDY ARONS, MBA.	**656-661**
2/18/2020	**10/12/2018 WIFE INVITED HUSBAND TO HER APARTMENT, PROVIDED HUSBAND WITH HER ADDRESS AND DIRECTIONS.**	**662-665**
2/18/2020	**9/28/2018** WIFE'S FIRST COMPLAINT FOR DIVORCE WITH **ATTORNEY EDWARD PORTER** IN WILLIAMSON COUNTY CHANCERY **DOCKET #47426.**	**666-674**
2/18/2020	**8/30/2018 WIFE'S PROPOSED MDA, WORKING WITH SANDY ARONS, MBA, THE COLLABORATIVE DIVORCE PROFESSIONAL WE HIRED TOGETHER.**	**675-676**
2/18/2020	COLLABORATIVE DIVORCE EFFORTS.	**677-681**
2/18/2020	**WIFE'S VOLUNTARY BUDGET TO SUPPORT BOTH HOUSEHOLDS** THROUGH 2018. THE MARITAL RESIDENCE PLUS A SEPARATE APARTMENT FOR WIFE. (AT LEAST THROUGH HER INITIAL 14-MONTH LEASE.)	**683-684**
2/18/2020	**4/22/2018 WIFE LEFT UNANNOUNCED** DURING ARGUMENT; WITH WCSO ESCORT. WIFE HAD ALREADY SECRETLY APPLIED FOR AN APARTMENT, AWAITING APPROVAL. **(WIFE BROKE PROMISE AND DECIDED TO FILE FOR A CONTESTED DIVORCE IMMEDIATELY, WHILE CLAIMING SHE WOULD PURSUE MARRIAGE COUNSELING, AT THE SAME TIME.)** WIFE ESTIMATED A CONTESTED DIVORCE WOULD TAKE 1.5 YEARS, BELIEVING THAT IF BOTH WERE DONE SIMULTANEOUSLY, THEN WITHIN 1.5 YEARS EITHER THE MARRIAGE WOULD BE HEALTHY OR DISSOLVED. HUSBAND FOUND DECISION ABSURD & COUNTERPRODUCTIVE, PAYING TO BOTH HEAL & DESTROY MARRIAGE SIMULTANEOUSLY. WCSO DEP. WARREN P. CAGLE (2265) **"SPOKE TO BOTH PARTIES INVOLVED AND CONCLUDED THAT THE DISPUTE WAS VERBAL ONLY."** (CASE: 2018-9643). **NO LAWS BROKEN.**	**685-686**
2/18/2020	**3/3/2018 WIFE SENT TEXT TO HUSBAND ANNOUNCING SHE SECRETLY DECIDED TO GET A DIVORCE,** HAD ALREADY HIRED AN ATTORNEY, AND SIGNED THE DIVORCE PAPERS THAT DAY. **NEVER EVEN CONSIDERING DISCUSSING IT WITH HUSBAND** OR THE POSSIBILITY OF AN AMICABLE DIVORCE, **TO SAVE BOTH PARTIES FROM LOSING EVERYTHING.**	**687-709**

FILED
WILLIAMSON COUNTY
CLERK & MASTER
4 PM 3:34

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

[redacted])
Plaintiff/Wife,)
FILED FOR ENTRY)
v.) No. 48419 B
)
JEFFREY RYAN FENTON,)
Defendant/Husband.)

COMPLAINT FOR DIVORCE

Plaintiff, makes the following complaint for absolute divorce against, Defendant, and states as follows:

I.

Pursuant to Tenn. Code Ann. §36-4-106(b), Plaintiff has filed under seal the parties' statistical information, and further provides as follows:

Husband		Wife
Jeffrey Ryan Fenton	Full Name (and Maiden)	Fawn [redacted] Fenton [redacted]
1986 Sunny Side Drive Brentwood, TN 37027	Mailing Address	[redacted] Brentwood, TN 37027
24 years	Length of Residence in TN	20 years
October 8, 1969 Washington	Date and Place of Birth	January 22, 1973 Nevada
Caucasian	Race	Caucasian
3	Number of this marriage	2
Divorce	How did prior marriages end	Divorce
12	Years of Education	16
Unemployed	Employer Name and Address	Adkisson & Associates Architects, Inc. 3322 West End Avenue, Suite 103 Nashville, TN 37203

The parties were married on October 16, 2005 in Davidson County, Tennessee.

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Plaintiff has resided in the State of Tennessee more than six (6) months preceding the filing of this complaint. The acts complained of were committed while the Plaintiff was a bona fide resident of Tennessee.

II.

There are no children born of this marriage.

III.

Plaintiff would show that the parties have been experiencing difficulties in their marriage and all attempts at reconciliation have failed, thus rendering the marriage irreconcilably broken. Plaintiff requests that she be granted a divorce based on the grounds of irreconcilable differences, or in the alternative, if the parties are unable to reach an amicable agreement, then Plaintiff requests that she be granted a divorce on grounds of inappropriate marital conduct.

IV.

Plaintiff would show that the parties have no assets other than personal property which has been divided with the exception of a few items. Husband and Wife have lived separately since April 2018. Husband refuses to work and has not paid the mortgage payment or assisted with the mortgage payment or the bills of the home. Wife has spoken to Husband and made every attempt to have the house listed and Husband previously agreed in 2018 but then refused. Wife cannot continue to pay the mortgage payment and allow Husband to stay in the house without financial help. Husband has rented two of the bedrooms out and he retains the rent. Husband ran up over $10,000 in credit card debt in Wife's name. Wife has now had to file bankruptcy to manage the debt accrual which debt all in her name as Husband has not any credit since 2016. Wife requests that the house be sold immediately. Wife requests that she be awarded her attorney's fees.

WHEREFORE, Plaintiff prays for the following relief:

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1. That Defendant be served and required to answer within the time allowed by law, his oath being waived.

2. That Plaintiff be awarded an absolute divorce from Defendant and be restored to all the rights and privileges of an unmarried person.

3. That the Court approve a Marital Dissolution Agreement, if entered into between the parties; or, in the alternative if the parties cannot reach an agreement, that the Court make an equitable distribution of the parties' real and personal property and the parties' debts.

4. That the Plaintiff be awarded reasonable attorneys fees; and that costs be taxed to Defendant.

5. For all other relief this Court may deem proper.

Respectfully submitted,

Virginia Lee Story, #11700
Kathryn L Yarbrough, #32789
Attorneys for Plaintiff
136 Fourth Avenue South
Franklin, TN 37064
(615)-790-1778
virginia@tnlaw.org
kyarbrough@tnlaw.org

Case 1:23-cv-01097-PLM-RSK ECF No. 1-17, PageID.650 Filed 10/13/23 Page 10 of 100

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

I, **Fawn [redacted] Fenton**, after first being duly sworn in accordance with the law make oath that I am the Complainant in the foregoing Complaint for Absolute Divorce and that the facts stated therein are true and correct to the best of my knowledge, information and belief and that the Complaint is not made out of levity or by collusion with the Defendant, but out of sincerity and truth for the causes alleged in the Complaint.

FAWN TIFFANY FENTON

Sworn to and subscribed before me on this 4 S day of June, 2019.

STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

Notary Public
My commission expires: 9-24-22

IN THE CHANCERY COURT OF WILLIAMSON COUNTY, TENNESSEE

WILLIAMSON CO. CLERK & MASTER
2019 JUN -4 PM 3:35

Fawn Tiffany Fenton)
vs.)
Jeffrey Ryan Fenton)

NO. 48419B

FILED FOR ENTRY 6/4/19

TEMPORARY RESTRAINING ORDER

Pursuant to T.C.A. § 36-4-106 (d), it is hereby ORDERED as follows:

1. Each party is hereby restrained and enjoined from transferring, assigning, borrowing against, concealing or in any way dissipating or disposing of any marital property without permission of the Court or by consent order.
2. Expenditures from current income to maintain the marital standard of living and usual and ordinary costs of operating a business are not restricted by this injunction. Each party shall maintain records of all such expenditures and provide copies to the other party upon request.
3. Each party is restrained and enjoined from voluntarily canceling, modifying, terminating, assigning or allowing to lapse for non-payment of premiums any insurance policy of a party or in which a party or child of the parties has an interest without permission of the Court or by consent order.
4. Each party is restrained and enjoined from harassing, threatening, assaulting or abusing the other party and from making disparaging remarks about the other party to or in the presence of any children of the parties or to an employer of a party.
5. Each party is restrained and enjoined from hiding, destroying or spoiling, in whole or in part, any evidence electronically stored or on computer hard drives or other memory storage devices
6. Each party is restrained and enjoined from relocating any children of the parties outside the State of Tennessee or for more than 50 miles from the marital home without permission of the Court or by consent order, except in the case of a removal based upon a well-founded fear of physical abuse against either the fleeing parent or the child. In such latter case, upon the request of the non-relocating parent, the Court will conduct an expedited hearing to determine the reasonableness of the relocation and to make such other orders as appropriate. Nothing herein shall preclude the Court from revising, modifying or expanding the terms of this order pursuant to T.R.C.P. 65.07.

Entered this 4 day of June, 2019.

Deanna B. Johnson
Chancellor

Clerk's Certificate of Service

I hereby certify that a true and exact copy of the foregoing Order has been mailed or delivered to all parties and/or counsel of record.

This the 4 day of June, 2019.

Jacqueline Edwards
Clerk and Master

TKE

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FILED
2019 JUN 11 PM 1:04
CLERK & MASTER

FILED FOR ENTRY

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

AFFIDAVIT OF LORI POLK

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Comes now, LORI POLK, after being duly sworn, does state as follows:

1. I am over 18 years of age and have personal knowledge of the facts set forth herein.

2. I am a private process server in the State of Tennessee.

3. On June 5, 2019, I was retained by Virginia Story to personally serve the Summons and Complaint in the above-captioned matter on Defendant, Jeffrey Ryan Fenton.

4. On June 5, 2019 at 7:49 p.m., I went to Mr. Fenton's home address located at 1986 Sunny Side Drive, Brentwood, TN 37027 to personally serve Mr. Fenton with the Summons and Complaint. I knocked on Mr. Fenton's front door and got no answer. The lights were on inside the house. I knocked on the back door of the residence and got no answer. Some lights came on at the back of the property. I noticed that the property is under video and audio surveillance.

5. On June 6, 2019 at 1:34 p.m., I went to Mr. Fenton's home again to serve the papers. I could not approach the front door as the access to the stairs leading up to the front door and porch was newly chained and had a sign posted stating "No Entry."

6. On June 8, 2019 at 9:04 a.m., I went to Mr. Fenton's home again to serve the papers. I walked partially up the driveway towards the residence and noticed a sign posted on the property. Attached is copy of a photograph of the sign. From both the No Entry sign by the front door and the sign next to the driveway posted by the occupant, it is my belief that Mr. Fenton is avoiding service.

6

D

Further Affiant saith not.

Lori Polk
LORI POLK

Sworn to and subscribed before me on this 11th day of June, 2019.

HEIDI L. MACY
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

Heidi L. Macy
Notary Public
My commission expires: 6-19-22


FENTON RESIDENCE
1986 Sunny Side Drive
INVITED FRIENDS & WILDLIFE WELCOME!
~ ALL OTHERS ~
STOP
NO TRESPASSING
(U.S. Const. amend. IV / T.C.A. §§ 39-14-405--39-14-407)
DELIVERIES: Please Leave at the Garage.
VISITORS: Confirmed Appointment Required in Advance.
EMERGENCIES: Ambulance & Fire Services Permitted to Protect Life and Property.
ALL OTHER IMPLIED LICENSE TO ENTER IS HEREBY REVOKED.
NO ENTRY to LAW ENFORCEMENT
"Knock-and-Talk" is expressly Forbidden.
Please Don't Proceed Past the Ditch
unless invited onto this property by the owners, or meeting the conditions above.
WHY SO VERBOSE? See what TN COURTS have DONE: www.TennesseeTrespassing.com
Audio & Video Surveillance in Use
Violators will be Held Society & Legally Accountable

48419 B F

Petition for Order of Protection and Order for Hearing

RECEIVED BY
Judges' Chambers
Date: 6-20-19 dw

Case # *(the clerk fills this in):*
FILED
CLERK & MASTER
2019 JUN 20 AM 8:39

In the Chancery_____ Court of Williamson_____ County, TN

FILED FOR ENTRY 6/20/19

Petitioner's name: *(person needing protection)*
(List Child's name if filed on behalf of person under 18 years of age pursuant to TCA §36-3-602)

WARRANTS

FAWN [redacted] FENTON

first *middle* *last*

RECEIVED
JUN 20 2019

Check if Applicable:

☐ Petitioner is under 18 and this Petition is being filed on behalf of an unemancipated person (someone under 18 years of age) pursuant to TCA §36-3-602. *This request is being made by* _____ *who is ☐ child's parent or ☐ legal guardian or ☐ a caseworker.*

☐ This request is being made by a law enforcement officer pursuant to TCA §36-3-619.
Person on whose behalf this Petition is filed consents in writing to the filing and signs here

➡ _____

****PETITIONER'S CHILDREN UNDER 18 THAT PETITIONER BELIEVES ARE IN NEED OF PROTECTION:**

Name	Age	Relationship to Respondent	Name	Age	Relationship to Respondent
1.			3.		
2			4.		

Respondent's Information *(person you want to be protected from):*

JEFFREY RYAN FENTON 10/08/1969
first *middle* *last* *date of birth (MM/DD/YYYY)*

1986 SUNNYSIDE DR BRENTWOOD TN 37027
street address *city* *state* *zip*

Respondent's Employer: UNEMPLOYED
Employer's name *Employer's phone #*

Describe Respondent:

Sex	Race	Hair	Eyes	Height – Weight – SSN – Other	
☒ Male ☐ Female	☒ White ☐ Asian ☐ Black ☐ Hispanic ☐ Other: _____	☒ Black ☒ Grey ☐ Blond ☐ Bald ☐ Brown ☐ Other: _____	☐ Brown ☐ Hazel ☒ Blue ☐ Green ☐ Gray ☐ Other: _____	Height	5'9"
				Weight	240
				Social Sec. #	(Provided to Clerk's office if known) **Do not list it here. XXXXXXXXXXXXXXXXXXXX**
				Scars/Special Features	
				Phone Number	615-837-1301 (Cell) 615- 837-1300 (Home)

RETURN TO CLERK & MASTER

called 6/21 @ 16:00 left message

K

① Check all of the following that apply to the Petitioner:



Warning!
☐ Weapon involved
☒ Has or owns a weapon

a. ☒ We are married or used to be married.
b. ☒ We live together or used to live together.
c. ☐ We have a child together.
d. ☐ We are dating, used to date, or have had sex.
e. ☐ We are relatives, related by adoption, or are/were in-laws. *(Specify):* _____
f. ☐ We are the children of a person whose relationship is described above *(Specify):* _____
g. ☒ The Respondent has stalked me.
h. ☐ The Respondent has sexually assaulted me.
i. ☒ Other: Harassment by text messages, e-mails - voicemail, Harrakneckne

② List all children under 18 that you have: (none)

* ☐ *Check here if listing addresses would put you or your child in danger. If so, leave any spaces for addresses blank.*

Name of Child	*Age*	*Is Respondent the parent of the child? (Write "yes" or "no")*	*Does the child need to be protected from the Respondent?*	*Child's address*

③ Where else have the children (that you and Respondent have together) lived during the last 6 months?

Children's previous addresses	Who did they live with at this address?

④ **Other Court Cases** – Is there any court, other than this court, in which the respondent and petitioner are parties to an action? (including cases in which the parties have children in common)

☒ Yes ☐ No If "Yes," fill out below:

County and State of other case: Williamson TN Case Number (if you know it): Current 48419B

Kind of case *(check all that apply):* ☒ Divorce ☐ Domestic Violence ☐ Criminal ☐ Juvenile ☐ Child Support ☐ Other *(specify):* _____

⑤ **Custody Rights** – Does anyone besides you or the Respondent claim to have custody or visitation rights to the children that you and Respondent have together? ☐ Yes ☐ No If "Yes," who?

Name	Address

⑥ **Describe Abuse – (use additional sheets of paper if necessary and attach to Petition)**

Describe abuse, stalking or assault (include, IF APPLICABLE, information about abuse or fear of abuse to your child(ren), personal property or animals)
See attached.
Where and when did this happen?
Describe any weapons used.

I ask the court to make the following Orders after the hearing: (check all that apply)

⑦ ☒ **No Contact**
Please order the Respondent to not contact: ☒ me ☐ our children under 18, either directly or indirectly, by phone, email, messages, text messages, mail or any other type of communication or contact.

⑧ ☒ **Stay Away**
Please order the Respondent to stay away from ☒ my home ☒ my workplace or ☒ from coming about me for any purpose.

⑨ ☒ **Personal Conduct**
Please order the Respondent not to:
☒ Cause intentional damage to my property or interfere with the utilities at my home.
☒ Hurt or threaten to hurt any animals that I/we own or keep.

⑩ ☐ **Temporary Custody**
Please give me temporary custody of our children.

⑪ ☐ **Child Support**
Please order the Respondent to pay reasonable child support.

⑫ ☐ **Petitioner Support (if married)**
Please order the Respondent to pay reasonable spousal support.

⑬ ☐ **Move-out / Provide other housing**
Please order the Respondent to *(check one)*: ☐ move out of our family home immediately or ☐ provide other suitable housing (if married)

☐ *Check here if your home or lease is in the Respondent's name* ***only****.*

☐ If the parties share a residence, please allow the Respondent to obtain his/her clothing and personal effects such as medicine and other things he/she may need.

⑭ ☒ **Counseling/Substance Abuse Programs**
Please order the Respondent to go to a certified batterers' intervention program if one available in the area or a counseling program.

⑮ ☑ **No Firearms**
Please order the Respondent not to have, possess, transport, buy, receive, use or in any other way get any firearm.
List all firearms that you believe the Respondent owns, controls, or has access to:

Type of Firearm (Pistol, Rifle, etc.)	*Location*
SigArms P220	
Glock 27	
Kel-Tec P3AT	
IWI Galil ACE, Mosberg Shotgun	

⑯ ☒ **Animals / Pets**
Please give me custody and control of any animal owned, possessed, leased, kept or held by me, ~~the Respondent, or the children listed above~~.

⑰ ☑ **Costs, fees, and litigation taxes**
Please order the Respondent to pay all court costs, lawyer fees, and taxes for this case.

⑱ ☐ **Transfer the billing responsibility for and rights to wireless telephone number(s)**
Please issue an order directing _____, a wireless telephone service provider, to transfer the billing responsibility for and rights to the wireless telephone number or numbers of petitioner since petitioner is not the account holder.

Current account holder (name): _____

Billing telephone number: _____

New account holder *(name):* _____

All telephone numbers to transfer to new account holder:

Telephone number *(include area code):* _____

Telephone number *(include area code):* _____

Telephone number *(include area code):* _____

Telephone number *(include area code):* _____

☐ Check box to include attachment with additional telephone number(s).

If the judge makes this order, you will be financially responsible for the transferred wireless telephone number or numbers, including the monthly service costs and costs of any mobile device associated with the wireless telephone number or numbers. You may be responsible for other fees. You must contact the wireless service provider to find out what fees you will be responsible for and whether you are eligible for an account.

(19) ☐ **Other Orders:** (*General Relief*) _____

_____

_____

I also ask the court to:

1. Make an immediate Temporary Order of Protection. (*Ex-Parte Order of Protection*)
2. Notify law enforcement in this county of that Order.
3. Serve the Respondent a copy of that *Order* and Notice of Hearing to take place within 15 days of service.
4. Serve a copy of the Request, Notice of Hearing and Temporary Order on the parents of the Petitioner (if the Petitioner is under 18 years of age) unless the Court finds that this would create a serious threat of serious harm to the Petitioner. *T.C.A. §36-3-605 (c)*

Petitioner (parent/legal guardian/caseworker/law enforcement personnel) signs below in front of a notary public and swears that he/she believes the above information is true:

➧ Jam T. Jenkins Date: 19 Jun 2019

Notary fills out below (TCA §36-3-602) –

I declare that the Petitioner has read this Petition, and swears it be true to the best of her/his knowledge.

Sworn and subscribed before me, the undersigned authority,

By *(Print name of notary):* Alejandra Anderson

On this date: 06/20/2019

ALEJANDRA ANDERSON
TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON

➧ _____

Notary or Court Clerk or Judicial Officer signs here *Date notary's commission expires*

☑ **The court finds good cause and will issue a Temporary Order of Protection.**

06/20/19 MB.

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

☐ **The court does not find good cause and denies a Temporary Order of Protection -** The court finds there is no immediate and present danger of abuse to the petitioner and denies the Petitioner's request for a *Temporary Order of Protection.* The court will set the matter for hearing.

ORDER FOR HEARING

The Petitioner and Respondent must go to court and explain to the judge why the judge should or should not issue an Order of Protection against the Respondent.

This hearing will take place on *(date):* 6/27/19 at *(time):* 9:00 ☒ a.m. ☐ p.m.
at *(location):* 135 4th Ave. South Franklin, TN 37064

Judicial Officer's signature Michael W. Binkley Date 6/20/19
Circuit Court Judge/Chancellor
21st Judicial District, Division III

Proof of Service of Petition, Notice of Hearing and Temporary Order of Protection:
Respondent was served on *(date):* 6/20/2019
at *(time):* 1828 by *(check one):*
☒ Personal service
☐ U.S. Mail per TCA §§ 20-2-215 and 20-2-216 (The Respondent does not live in Tennessee.)

Server's signature

Dep. Greg Wilhelm
Print Name

Petitioner was served on *(date):* _____
at *(time):* _____ by *(check one):*
☐ Personal service

Server's signature

Print Name

If the Petitioner is under 18 (and Petitioner is a social worker filing on behalf of a minor) and service of these documents would *not* put him/her at risk, the Clerk will serve and fill out below. (TCA § 36-3-605(c))

I served the child's parents of copies of the Petition, Notice of Hearing, and Temporary Order of Protection by personal delivery or U.S. Mail on: *(date):* _____ at *(address):* _____

Clerk's signature: _____

Notice to the Respondent about Firearms

If the court grants the Petitioner's request for a Protective Order:

☑ You will not be able to have a firearm while this or any later protective order is in effect. You will have to transfer all firearms in your possession within 48 hours to any person who is legally allowed to have them. *18 U.S.C. §922(g)(8), TCA §36-3-606(f), TCA §36-3-625.*

☑ You will not be allowed to buy a firearm until the court says otherwise.

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My name is Fawn Fenton and I have been married to Jeff Fenton for 13 years. Jeff and I have been separated since April 22, 2018 and I have not seen him since sometime in April when we met to file our taxes. Prior to that I had not seen him since December 2018. I filed for divorce on June 4, 2019.

I am in fear for my safety based on the repeated harassment that has continued to occur. Over the last several weeks Jeff has sent me numerous text messages and lengthy e-mails talking about his intentions on ruining my life, causing me issues with my employer and clients at work, ruining my credit and financially ruining me. As a result of Jeff's continued verbal and emotional abuse and deliberate non-cooperation, I have filed for bankruptcy to preserve my finances. Upon finding out about the bankruptcy petition, Jeff became enraged and his incessant texts and e-mails have been upsetting and vindictive. Just as an example, from June 12 through June 16, Jeff sent me 12 e-mails all of substantial length, describing how he plans on ruining my life. I am attaching just a snapshot of my email account showing the number of e-mails sent from June 12-16. The length of the emails would be too long to attach; however, I have saved them all. In addition, Jeff continues to send me numerous text messages, some very lengthy. In some of the texts he uses derogatory language, calling me a "bitch." On June 14, 2019 he sent me 8 text messages within in less than 40 minutes. The next day, June 15, 2019 he sent me 16 text messages over the course of 4 hours, several of which were extremely lenthy. I have asked Jeff on several occasions to stop e-mailing and texting me, however, he continues to repeatedly harass me. At this point all of his communication to me is not consensual and I have relayed this to Jeff multiple times. On June 15, 2019 Jeff left me a voicemail on my cell phone stating that if I did not call him back or respond to his emails or text messages that he was going to "show up at my work or apartment to try to get some information out of me." I am fearful that he will actually show up at my work, as he has done so in the past and has sabotaged my work e-mails. Jeff has been employed in IT and is very tech savvy. In the past he was able to remotely log into my work computer and delete all e-mails that had his name in them. My company has already spent a considerable amount of money hiring a new IT support team to try and close loopholes and delete Jeff's access to our system, but we are still finding settings that reference Jeff's settings or route to his e-mails. Jeff has also threatened to post derogatory comments anonymously on the internet about both myself and my company. This cyber stalking could potentially cost me my job and career. I am fearful for what he may try to do now that I have filed for divorce and am not responding to his threats.

On June 16, 2019 in one of his lengthy e-mails he stated, "I wish we would have had an asteroid fall on our home and kill us (or at least me"), the day before I discovered your plans to divorce me." Jeff is a licensed gun carrier and has many weapons, and I am in fear of what he may to do me if this continues. Jeff refers to himself as a part of the "extraction team" and lives a very paranoid life. He installed extensive home monitoring at our marital residence including surveillance videos and audio recording systems.

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The harassment has caused me undue emotional stress and anxiety. I am unable to sleep well, and his harassment is causing trouble in my day to day life. The continued texting and e-mailing are interfering with my ability to perform my job and I fear that if these things continue that I will reach a point of an emotional breakdown.

FRBP Violated: #3:19-bk-02693

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

JRF.002.1023.00

TNJudicial.org/da/jrf002.pdf

Williamson County Chancery Court Tennessee (Trial Court Records)

DOC: 002 | Page 23 of 719

	To	Subject	Received	
Yesterday				
Fawn Fenton	Jeff Fenton	RE: IRS Claim & Chapter 13 Bankruptcy...	Sun 6/16/2019 4:48 PM	123 KB
Where did you get copies of my bk docs? I have no obligation to communicate with you at all, but I'll clarify a few of your				
Jeff Fenton	Fawn Fenton (fawn.tiffan...	IRS Claim & Chapter 13 Bankruptcy (W...	Sun 6/16/2019 2:02 AM	4 MB
You break my heart! You absolutely refuse to share anything with me. Why was I never notified about the IRS claim for				
Last Week				
Jeff Fenton	Fawn Fenton (fawn.tiffan...	FW: Please DocuSign: Fenton App.pdf ...	Sat 6/15/2019 11:28 PM	95 KB
From: DocuSign System <dse@docusign.net>				
Jeff Fenton	Fawn Fenton; Fawn Fent...	FW: Rothschild & Ausbrooks appointm...	Fri 6/14/2019 6:11 PM	279 KB
Fawn, You simply refuse to work with me in any way. One problem with you filing bankruptcy right now, is that you won't				
Jeff Fenton	Ruth Stockell	RE: Rothschild & Ausbrooks appointm...	Fri 6/14/2019 2:59 PM	94 KB
Hello Ms. Stockell, I had no idea that Fawn was even considering filing for bankruptcy. Thanks. Jeff Fenton				
Jeff Fenton	Fawn Fenton; Fawn Fent...	RE: Sunnyside house	Thu 6/13/2019 1:49 PM	149 KB
Fawn, I was just trying to absolutely guarantee that you received it. My apologies if you are yet more offended, by me				
Fawn Fenton	Jeff Fenton	RE: Sunnyside house	Thu 6/13/2019 1:24 PM	119 KB
I have told you before, do NOT cc: this sort of shit to my work email address.				
Jeff Fenton	Fawn Fenton (fawn.tiffan...	RE: Sunnyside house	Thu 6/13/2019 12:12 AM	255 KB
Fawn Again, besides all that previously stated (below), I will establish for the court how critical having a HOME where I				
Jeff Fenton	Fawn Fenton (fawn.tiffan...	RE: Sunnyside house	Wed 6/12/2019 11:33 PM	238 KB
Fawn, I KNOW that YOU KNOW the information below, as we have discussed it several times. But just to be sure that you				
Jeff Fenton	Fawn Fenton (fawn.tiffan...	Re: Sunnyside house	Wed 6/12/2019 9:32 PM	166 KB
Fawn I have communicated with you on at least a half-dozen occasions my intentions to keep our home indefinitely in				
Jeff Fenton	Fawn Fenton (fawn.tiffan...	RE: Sunnyside house	Wed 6/12/2019 5:35 PM	37 KB
TN just passed a state law prohibiting local ordinances from outlawing short-term rentals but you are required to get a				
Fawn Fenton	Jeff Fenton	Sunnyside house	Wed 6/12/2019 4:47 PM	73 KB
Jeff This is in response to some of your texts and emails recently. NO I am not at all ok with you adding doors or				

From Jeff Fenton (615) 837-1301 To (615) [redacted]	BTW, if you spend another penny on credit from here forward, for a divorce attorney or anything else, it will be irrefutable fraud. The reason being, that YOU CLEARLY BORROWED THE MONEY (and spent it) with ABSOLUTELY NO INTENTIONS OF EVER REPAYING IT! (Since you've already hired a bankruptcy attorney, which I've received multiple documented, time and date stamped, communications about today. Both on telephone answering machines, and via email.) Does you family KNOW about this? Your mom will get notices in the mail, because you are on some of her credit cards. Hopefully you thought through all of that.	Jun 14, 2019 18:37
From Jeff Fenton (615) 837-1301 To (615) [redacted]	I'm shocked! Especially at your timing! When we aren't even at the 50 yard line yet with our divorce.	Jun 14, 2019 18:39
From Jeff Fenton (615) 837-1301 To (615) [redacted]	So in ONE-YEAR of managing our finances by YOURSELF, you literally ushered yourself into bankruptcy! While critically accusing me of "poor stewardship!" The blindness of hypocrisy!	Jun 14, 2019 18:42

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From Jeff Fenton (615) 837-1301 To (615) [redacted]	To qualify for bankruptcy, you must be able to show that your debt far exceeds your ability to pay. Your debt and income levels are the main factors in qualifying for either a reorganization or liquidation. Fawn: It doesn't look to me like you QUALIFY for bankruptcy currently. Is that why you wanted to force your car insurance rates increase so much? You need to be legally careful about this too! (Perjury/Fraud). You may have qualified for a little while when you had negative cash-flow, but NOW you don't have negative cash-flow anymore. Instead, according to the numbers you gave me a few weeks ago, you should have a positive cash flow of $400 - $500 per month currently, which you could use to pay down your debt. That explains the long delay, lack of excitement, and anger which you showed when I informed you that I had transferred the utilities into my name and taken over paying for them. Now you are ethically on THIN ICE, once again!	Jun 14, 2019 19:05
From Jeff Fenton (615) 837-1301 To (615) [redacted]	Remember all the personal property which you "signed for", when you moved-out of the house too.	Jun 14, 2019 19:08
From Jeff Fenton (615) 837-1301 To (615) [redacted]	You can't keep what is closest to your heart, while taking what is closest to mine!	Jun 14, 2019 19:09
From Jeff Fenton (615) 837-1301 To (615) [redacted]	If you won't tell me if you've stayed current on the first and second mortgages here, then I'm calling both BCS and BOA, to explain the situation, and inquire. So please just tell me honestly, so that we won't need to go through that inconvenience.	Jun 14, 2019 19:15
From Jeff Fenton (615) 837-1301 To (615) [redacted]	Or embarrassment.	Jun 14, 2019 19:15

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From Jeff Fenton (615) 837-1301 To (615) [redacted]	[Attachment 1] Long message.txt	Jun 15, 2019 01:01
From Jeff Fenton (615) 837-1301 To (615) [redacted]	All progress here just stopped, until we know it is safe to continue.	Jun 15, 2019 01:09
From Jeff Fenton (615) 837-1301 To (615) [redacted]	You're going to ruin the rest of my life, aren't you?	Jun 15, 2019 02:43
From Jeff Fenton (615) 837-1301 To (615) [redacted]	[Attachment 2] Long message.txt	Jun 15, 2019 04:05
From Jeff Fenton (615) 837-1301 To (615) [redacted]	[Attachment 3] Long message.txt	Jun 15, 2019 04:06
From Jeff Fenton (615) 837-1301 To (615) [redacted]	Yet regardless, the clock is ticking and you are as determined as ever. That breaks my heart! That I let someone in so far, who then chose to hurt me so bad. Neither of our lives shall ever be the same!	Jun 15, 2019 04:07
From Jeff Fenton (615) 837-1301 To (615) [redacted]	And FOR what?	Jun 15, 2019 04:07
From Jeff Fenton (615) 837-1301 To (615) [redacted]	WHY is this an acceptable or even the desired conclusion for you? What happened to your FAITH? What happened to THE TRUTH PROJECT? What happened to iMARRIAGE? What happened to "NO EXPECTATIONS!"? WHAT HAPPENED TO MY TOOTIE?	Jun 15, 2019 04:11

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1. Long message.txt

Now that I told my tenants about you filing bankruptcy, they are freaking out and are "keeping their eyes open" for another place to live.
The financial relief that I'm giving you right now, of around $1k per month, is holding nothing back for myself. If either one of my tenants bale, then I'll need more financial help from you to survive until both our bankruptcies and the divorce are finalized.
My tenants want to know if you are filing Chapter 7 or Chapter 13?
Are the mortgages paid current?
Are you including dumping our home in your bankruptcy?
They need reassurance, if you want their continued financial help.
Nobody is interested in living without any security, which is how you like to keep everyone who in any way depends upon you.
Are we transferring the utilities and car insurance back to you, and having you pay for my consumables again? I have no cash flow except for my tenants, which you are threatening now.
We need you to let us know what you are doi
ng, what you have planned now with this property, and how long we have to live here before it is all yanked away again?
Otherwise I want to trade you AGAIN for an apartment, and we can let this house go!
Otherwise I'll have no choice but an interim order, in order to survive.
Everything I do to try to help, you sabotage! If you continue to refuse to let me know where we stand, then I'll have no choice but to start calling your creditors and to file litigation to get answers, within the next week.
Chris asked me to just ASK YOU what is going on, what he can rely upon, and what he should expect. As I had to explain to him AGAIN, that you REFUSE to communicate, unlike his ex, that you will not allow us to have ANY IDEA until it swallows us upl
It is reaching the point of you becoming financially and legally liable for transgressions reaching far beyond our divorce.
You refuse to allow me to survive without you!
We need some answers please!

2. Long message.txt

You completely sabotaged our marriage, out of nowhere, within a couple of months. Then you ruined your own life, within a single year, filing for bankruptcy, while making the best money of your life (which I got for you). Now you are out to take everything that's left of mine, which I have spent my life working for!
I would be infinitely better off, if I had never met you!
YOU ARE POISON!
I tried to teach you to have HOPE and to DREAM with me. Now you are out to punish me for ever dragging you out of your dreary pit!
I don't know why I've spent so many years trying to protect you from the consequences of the horror which you have become!
You have raped and stolen everything that I ever had! Everything that I once had worked for, a decade before even meeting you! Everything that I spent the past 15 years trying to hold onto, between your volitile mood swings. Then when I had nothing left for you to feed on, you threw me away like yesterday's trash! While claiming not
to have loved me for over a year! What sort of savage are you?
I think you need to be seriously tested for having bi-polar personalty disorder, like your uncle. That is a familial plague, when not treated.
I know of no other reason, for your completely irrational, uncompassionate, self-destructive behavior!
When you once were almost completely logic driven and goal focused like me! Where you didn't GET IN YOUR OWN WAY to success.
Now you are willing to kill yourself and everyone around you, simply to reach something which you had before meeting me, and you were never happy with.
I realized that once you had the house of your dreams (and quit thanking God daily for it), then the aquarium of your dreams, which I should have never allowed, as it sucked the life right out of us, and finally the car of your dreams, while you were more miserable than ever, that NOTHING WAS EVER GOING TO MAKE YOU HAPPY! That you had no clue what you really wanted. That you had betrayed a
decade of my life, trying to give you the desires of your heart, while you were ready to burn it all down within a single day! That I had errored in my pursuits, by seeking to add value to anyone's life other than my own.
Then somehow in YOUR MIND, you became the martyr, as you destroyed everything which we had both spent our lives building!
I have fought and fought, trying to prevent you from destroying everything which we had both worked decades for, in hope's that someday when you are sane again (after menopa

3. Long message.txt

(after menopause), there would be something left to return to. Yet you refuse to allow it! You WON'T leave ANY door open, through which to return!
In a litle over a year, you have completely destroyed both of our lives!
What I sarcastically suggested in jest, upon learning of your betrayal of everything that I loved and lived for; suggesting that we burn our house down, since neither of us was fit or deserving of the labors, life, hopes, and dreams of the other, would now have been far better than where we both stand today!
What a sad and tragic end that your family's pride has brought upon our union.
I hope that at the end of the day, you can look at your tiny apartment at 45 years old, while making almost a hundred grand per year, and thinking that this is as good as it is going to get, for the rest of your life. That your life has already hit its peak and is rapidly in decline. When with me all of our best years were still ahead of us, but you took a hand grenade
to them all!
We needed a surgeons scalpel, and instead you chose a hand grenade.
Now we are both forced to live maimed with the consequences, of what persuing your dreams, with an instable and uncommitted partner, costs!
I hope you remember, that WE ALMOST MADE IT! Before you pulled the pin and angrily threw the grenade to the floor. WE ALMOST MADE IT TOOTIE!
I see no evidence of anything that was worth it, in the past 15 years of my life now.
The only thing of substance which has walked out of it all with me, is Tweetie. The rest I will all see burning on the horizon as walk away!
That's the one side of me which you have yet to see, which you keep begging for, but I doubt you will like.
When I finally GIVE UP! I walk away, even if carrying nothing. And I REFUSE to ever look back, as my very survival depends upon it.
We've gotten close, but never quite made it. Now I feel us getting close again, but I promise you on that day, though you may consider it a victory
in advance, you will never remember that moment as such. While you will never have less and feel emptier than in that day, which you absolutely demanded come to pass.
It brings tears to my eyes just knowing what you are forcing to be, having been there before myself and realizing the weight of that destiny defining choice.
Before I was always harder when forced to travel that road, now I don't even know if I have the strength to live through it. Yet regardless, the clock is ticking and you are as determined as ev

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From Jeff Fenton (615) 837-1301
To (615) [redacted]

I will stay here until you, the banks, and the police carry me out of here. While they carry truckloads of old junk and my treasures out into the lawn. Where it and I will stay as neighbors stare and news crews broadcast, about what has become of this man abandoned and betrayed by his wife, losing his life's savings, with no retirement, very little social security, with everything he has left in his life, sitting out on the lawn with me, getting rained on, rusting, blowing around, as Williamson County tries to figure out what to do with this man and all his STUFF, with nowhere to go and no means of reastically supporting himself.
Devastated by the betrayal of a "successful" woman, his wife, who couldn't steward her vocational success well enough to prevent her from self-destructing.
Teaching us again that allowing a woman in a man's place, is a recipe for destruction.
They haven't the strength, the tenacity, the humility, the love, to financially support others in their fami
ly, without feeling victimized, and taken advantage of, though men have been doing that for hundred's of years.
Women want equality... yeah! Nobody on Earth wants equality! Everyone wants privelage!
Well now you have the privelage of destroying both of our lives, and you seem hell bent to continue until we are on the nightly news.
So then shall it be.
Maybe we'll never get to bury Slim, Casey, and Noah in the back yard, but maybe you can me!

Jun 15, 2019
04:31

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From Jeff Fenton (615) 837-1301 To (615) [redacted]	I promise that you will end-up with one of two things in life, no matter what happens legally, in court, through negotiations, and childish power games. Either I will have a HOME where I feel SAFE. OR You will have ME! One or the other is a given, until the day we die! Play whatever game you want, treating my life like Mark's strategy games, but I promise you that one of those two will always be true! IF you really want to "get rid of me", you better start offering me some security, some stability, and helping to FREE ME. Otherwise, I'm trapped. I have nowhere to go!	Jun 15, 2019 04:41
From Jeff Fenton (615) 837-1301 To (615) [redacted]	You "win" the grand prize for your selfishness: ME!	Jun 15, 2019 04:42
From Jeff Fenton (615) 837-1301 To (615) [redacted]	Until death do us part!	Jun 15, 2019 04:43
From Jeff Fenton (615) 837-1301 To (615) [redacted]	It's the first time in my life that I've ever viewed death as a reprieve, like you. I figure the biggest challenge that I have remaining in life now, is to survive and stay reasonably comfortable, between now and the day that I die. That is my main objective. To die reasonably comfortably. I went from thriving on life, before I met you, to looking forward to death, after you stole my identity, emasculated me, and took away everything that I had to live for.	Jun 15, 2019 04:50
From Jeff Fenton (615) 837-1301 To (615) [redacted]	Like my puppy, you cold hearted bitch!	Jun 15, 2019 04:51
From Jeff Fenton (615) 837-1301 To (615) [redacted]	https://www.pacer.gov/	Jun 15, 2019 04:59
From Jeff Fenton (615) 837-1301 To (615) [redacted]	I'll be watching.	Jun 15, 2019 05:00

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From Jeff Fenton (615) 837-1301 To (615) [redacted]	And waiting for you to perjure yourself again.	Jun 15, 2019 05:00

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

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

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

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

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

- Did the $412 you mailed the IRS for 2016, take into account the 2014 & 2015 refunds which they already held in their possession?
- Is there a 2016 return, by which you calculated this amount to mail them?
- Can you please send me a copy of all correspondences with the IRS, since they involve me too?
- Do we still need to complete a return for 2016, or is that no longer necessary?

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

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

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

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

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

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

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

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

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

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

Me and my roommates need to know where we stand.

So after your BK, do you have a plan for the divorce? You've shown absolutely no interest in working together towards a fair MDA. Are you planning another legal ambush, or to let sleeping dogs lie for a bit, or ??? It really is self-defeating to keep me guessing all the time… in the dark…. Because you know that it is impossible for me to

move forward and improve myself, when I have noting in life that I can count on. When I don't know when I'll be legally attached next. When I don't even know how long I'll have a home, before I will be forced into the street.

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

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

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

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

How could this be worse?

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

Jeff Fenton
METICULOUS.TECH
(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

Technical Consulting, Services, and Solutions,
When it's worth doing RIGHT the first time!

Submit or respond to a support ticket here.

A Division of Meticulous Marketing LLC

Temporary Order of Protection (Ex Parte Order of Protection)

Case # *(the clerk fills this in):* 48419 B

CLERK & MASTER

In the Chancery Court of Williamson County, TN

2019 JUN 20 AM 8:41

Petitioner *(person needing protection)*
(List Child's name if filed on behalf of person under 18 years of age pursuant to TCA §36-3-602)

first	*middle*	*last*
FAWN [redacted]		FENTON

RECEIVED BY
Judges' Chambers
Date: 6-20-19

FILED FOR ENTRY

Check if Applicable:

☐ Petitioner is under 18 and the Petition was filed on behalf of an unemancipated person (someone under 18 years of age) pursuant to TCA §36-3-602 by ☐ *child's parent* or ☐ *legal guardian* or ☐ *a caseworker.*

☐ The Petition was made by a law enforcement officer pursuant to TCA §36-3-619 and Petitioner consented to the filing of this Petition by the law enforcement officer.

Petitioner's children under 18 protected by this Order: N/A

Name	Age	Relationship to Respondent	Name	Age	Relationship to Respondent
1.			3.		
2.			4.		

Respondent's Information *(person you want to be protected from)*

JEFFREY	RYAN	FENTON	10/08/1969
first	*middle*	*last*	*date of birth*

1986 SUNNY SIDE DR	BRENTWOOD	TN	37027
street address	*city*	*state*	*zip*

Respondent's Employer: UNEMPLOYED
Employer's name *Employer's phone #*

Describe Respondent:

Sex	Race	Hair	Eyes	Height – Weight – SSN – Other			
☒ Male ☐ Female	☒ White ☐ Asian ☐ Black ☐ Hispanic ☐ Other:	☒ Black ☒ Grey ☐ Blond ☐ Bald ☐ Brown ☐ Other:	☐ Brown ☐ Hazel ☒ Blue ☐ Green ☐ Grey ☐ Other:	Height	5'9"	Weight	240 LBS
				Social Sec. #	(Provided to Clerk's office if known) **Do not list it here.** XXXXXXXXXXXXXXXXXX		
				Scars/Special Features			
				Phone Number	615-837-1301		

Petitioner's relationship to the Respondent *(Check all that apply):*

- ☒ We are married or used to be married.
- ☐ We have a child together.
- ☐ We are relatives, related by adoption, or are/were in-laws. *(Specify):* _____
- ☐ We are the children of a person whose relationship is described above *(Specify):* _____
- ☒ The Respondent has stalked me.
- ☒ Other: Harassment via text messages, emails, phone voicemail
- ☒ We live together or used to live together.
- ☐ We are dating, used to date, or have had sex.
- ☐ The Respondent has sexually assaulted me.

RETURN TO CLERK & MASTER
This is a Court Order

30

LC 6-20 5.05

The Court having reviewed the Petition for Temporary Order of Protection and finding, pursuant to TCA §36-3-605(a), that Petitioner is under an immediate and present danger of abuse from the Respondent and good cause appearing, the court issues the following:

Warning!
☐ Weapon involved
☒ Has or owns a weapon



Orders to the Respondent:

- ☑ **Do not abuse, threaten to abuse, hurt or try to hurt, or frighten Petitioner and/or Petitioner's minor children under 18.**
- ☑ **Do not put Petitioner and/or Petitioner's minor children under 18 in fear of being hurt or in fear of not being able to leave or get away.**
- ☑ **Do not stalk or threaten to stalk Petitioner and/or Petitioner's minor children under 18.**
- ☐ Do not come about the Petitioner and/or Petitioner's minor children protected by this order (including coming by or to a shared residence) for any purpose.
- ☐ Do not contact the Petitioner and/or Petitioner's minor children protected by this order either directly or indirectly, by phone, email, messages, mail or any other type of communication or contact.
- ☐ If the parties share(d) a residence, Respondent must immediately and temporarily vacate the residence shared with the Petitioner, pending a hearing on the matter.
- ☐ If the parties shared a residence, Respondent can obtain his/her clothing and personal effects such as medicine as follows: (List process as approved by local law enforcement personnel)

_____

_____

_____

_____

- ☒ You must not hurt or threaten to hurt any animals owned or kept by the Petitioner/Petitioner's children.
- ☐ Other orders: _____

☑ **Go to court** on *(date)*: 6/27/19 at 9:00 ☒ a.m. ☐ p.m.

at *(location)*: _____

You must obey these orders until the date of the hearing or until changes are made by the court. If you do not agree with these orders, go to the court hearing and tell the court why. If you do not go, the court can make orders against you. You have the right to bring your own lawyer. If you do not obey all orders on this form, you may be fined and sent to jail.

Only the court can change this Order. Neither you nor the Petitioner can agree to change this Order. Even if the Petitioner tries to contact you or agrees to have contact with you, you must obey this Order. If you do not, you can be sent to jail for up to 10 days and fined up to $50 for each violation

(TCA § 36-3-610)

Date: 6/20/19 Time: 3:15 ☐ a.m. ☒ p.m.

Judicial officer's signature

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

Warnings to Respondent:

A copy of this Order will be sent to all law enforcement agencies where Petitioner resides AND any court in which the respondent and petitioner are parties to an



This is a Court Order

action. Any law enforcement icer who reasonably believes you h: disobeyed this Order may arrest you.

If you hurt or try to hurt anyone while this Order, probation or diversion is in effect, you may face separate charges for aggravated assault, a Class C felony. (TCA § 39-13-102(c))

Proof of Service

The Respondent was served copies of the Petition, Notice of Hearing, and Temporary Order of Protection on:
(date): 6/20/2019 at *(time):* 6:38 ☐ a.m. ☒ p.m.

by *(check one):*

☒ Personal service

☐ U.S. Mail per TCA §§ 20-2-215 and 20-2-216 (The Respondent does not live in Tennessee.)

#2171
Server's signature Deputy Corey Wilhelm

If the Petitioner is under 18 and serving these documents would *not* put him/her at risk, the Clerk will serve and fill out below. (TCA § 36-3-605(c))

I served the child's parents copies of the Petition, Notice of Hearing, and Temporary Order of Protection by personal delivery or U.S. Mail on: *(date):* _____

at *(address):* _____

_____

Clerk's signature: _____

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 JUN 20 AM 9:17

FILED FOR ENTRY

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

MOTION TO DEEM HUSBAND SERVED

COMES NOW the Plaintiff/Wife, Fawn [redacted] Fenton (hereinafter "Wife"), by and through her attorney of record, Virginia Lee Story, and files this Motion to Deem Husband Served and in support of her Motion, would state as follows:

1. Wife filed her Complaint for Divorce on June 4, 2019.

2. Counsel for Wife hired a private process server, Lori Polk, to attempt personal service on Husband.

3. Ms. Polk attempted to serve Husband at his residence located at 1986 Sunny Side Drive, Brentwood, Tennessee on June 5, June 6, and June 8 to no avail. (See Affidavit of Lori Polk which was previously filed with the Court on June 11, 2019 and is attached to the Affidavit of Reasonable Efforts filed simultaneously with this Motion.)

4. Husband has installed numerous cameras around the home and posted a "No Trespassing" sign on the property. (Photo of sign is attached to Affidavit of Lori Polk.)

5. After Ms. Polk communicated that she was unable to serve Husband at the marital residence, counsel for Wife attempted service via certified mail as stated below. Counsel also mailed via U.S. first-class mail a copy of the Complaint which has not been returned by the post office. Based upon the numerous emails and texts from Husband to Wife, it is clear that Husband is aware of the Complaint and he is avoiding service. A copy of the Complaint has also been sent

to Husband via email.

6. A file-stamped copy of the Summons and Complaint for Divorce was sent to Husband via certified mail, return receipt requested, on June 11, 2019. On June 17, 2019, counsel for Wife received the return receipt for the certified mail which had been signed. The signature on the return receipt is that of an adult roommate who is currently residing with Husband.

7. Wife believes that Husband is trying to evade service.

8. That Husband be deemed served pursuant to Tennessee Rules of Civil Procedure 4.04(1) which states that service is made:

> Upon an individual other than an unmarried infant or an incompetent person, by delivering a copy of the summons and of the complaint to the individual personally, or if he or she evades or attempts to evade service, by leaving copies thereof at the individuals dwelling or usual place of abode with some person of suitable age and discretion then residing therein, whose name shall appear on the proof of service, or by delivering the copies to an agent authorized by appointment or by law to receive service on behalf of the individual served.

9. That Wife has also filed an Alias Summons on June 11, 2019 requesting that service on Defendant be attempted by the Sheriff's Department. To date, the Sheriff's Department has not been successful in serving Defendant.

10. That counsel for Wife has made all attempts to obtain personal service on Defendant to no avail. (See Affidavit of Reasonable Efforts attached hereto as **Exhibit 1.**)

WHEREFORE, premises considered, Wife respectfully requests that this Court grant her Motion to Deem Husband Served and that she be awarded her attorney fees for having to bring this Motion.

Respectfully submitted,

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

THIS MOTION IS SET TO BE HEARD ON JULY 18, 2019 AT 9:00 A.M. ON THE CHANCERY COURT MOTION DOCKET HEARD AT THE WILLIAMSON COUNTY COURTHOUSE. IF NO WRITTEN RESPONSE TO THIS MOTION IS FILED AND SERVED IN THE TIME SET BY THE LOCAL RULES OF PRACTICE, THE MOTION MAY BE GRANTED WITHOUT A HEARING.
TESTIMONY EXPECTED

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded by certified mail, first-class mail, and email to Jeffrey Ryan Fenton at Jeff@Meticulous.tech and 1986 Sunny Side Drive, Brentwood, TN 37027 on this the 20th day of June, 2019.

VIRGINIA LEE STORY

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FILED
CLERK & MASTER
2019 JUN 20 AM 9:17
FILED FOR ENTRY

FAWN [redacted] FENTON,
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON,
Defendant/Husband.

No. 48419B

AFFIDAVIT OF REASONABLE EFFORTS

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Comes now, Virginia Lee Story, attorney of record for the Petitioner, and after being first duly sworn, states as follows:

1. I am over 18 years of age and have personal knowledge of the following facts.

2. On June 4, 2019, I filed a Complaint for Divorce on behalf of my client, Fawn [redacted] Fenton.

3. That I have sent a file-stamped copy of the Summons and Complaint to Defendant on June 12, 2019 via certified mail.

4. That I received a signed return receipt for the Summons and Complaint on June 17, 2019.

5. That upon information and belief the signature on the return receipt is that of an adult roommate that is currently residing with Defendant. Pursuant to Tennessee Rules of Civil Procedure if a party is avoiding service, the service may be accepted by an adult living in the home.

6. That I have also attempted personal service via a private process server, Lori Polk, who attempted service on three separate occasions to Defendant's residence to no avail (see attached Affidavit of process server). After the process was attempted, Husband posted signs that he would prosecute those entering the property.

7. The Defendant is clearly evading service of the Summons and Complaint for Divorce. In 2018, Plaintiff filed for Divorce and Defendant avoided service for several months costing her enormous expense and wasting considerable time. The Defendant has installed video

36

EXHIBIT
tabbies
1

and audio surveillance, blackout window shades, and physical gates and barriers specifically for the purpose of detecting and avoiding personal service.

8. That Defendant should be deemed served pursuant to Tennessee Rule of Civil Procedure 4.04(1) so this matter may proceed to conclusion. This notice has been sent to the Defendant/Husband via regular mail and via certified mail with a copy of the Complaint. The Sheriff's Department now has the Complaint for Service as well as the Order of Protection.

FURTHER AFFIANT SAITH NOT.

VIRGINIA LEE STORY

SWORN to and subscribed before me this 20th day of June, 2019.

HEIDI L. MACY STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

Notary Public
My Commission Expires: 6-19-22

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FILED
WILLIAMSON COUNTY
CLERK & MASTER

2019 JUN 20 AM 9:17

2019 JUN 11 PM 1:04

FILED FOR ENTRY

FILED FOR ENTRY

No. 48419B

FAWN [redacted] FENTON,
Plaintiff/Wife,

v.

JEFFREY RYAN FENTON,
Defendant/Husband.

COPY

AFFIDAVIT OF LORI POLK

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Comes now, LORI POLK, after being duly sworn, does state as follows:

1. I am over 18 years of age and have personal knowledge of the facts set forth herein.

2. I am a private process server in the State of Tennessee.

3. On June 5, 2019, I was retained by Virginia Story to personally serve the Summons and Complaint in the above-captioned matter on Defendant, Jeffrey Ryan Fenton.

4. On June 5, 2019 at 7:49 p.m., I went to Mr. Fenton's home address located at 1986 Sunny Side Drive, Brentwood, TN 37027 to personally serve Mr. Fenton with the Summons and Complaint. I knocked on Mr. Fenton's front door and got no answer. The lights were on inside the house. I knocked on the back door of the residence and got no answer. Some lights came on at the back of the property. I noticed that the property is under video and audio surveillance.

5. On June 6, 2019 at 1:34 p.m., I went to Mr. Fenton's home again to serve the papers. I could not approach the front door as the access to the stairs leading up to the front door and porch was newly chained and had a sign posted stating "No Entry."

6. On June 8, 2019 at 9:04 a.m., I went to Mr. Fenton's home again to serve the papers. I walked partially up the driveway towards the residence and noticed a sign posted on the property. Attached is copy of a photograph of the sign. From both the No Entry sign by the front door and the sign next to the driveway posted by the occupant, it is my belief that Mr. Fenton is avoiding service.

Further Affiant saith not.

Lori Polk
LORI POLK

Sworn to and subscribed before me on this 11th day of June, 2019.

HEIDI L. MACY
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

Heidi L. Macy
Notary Public
My commission expires: 6-19-22

Filed Return 6-11-19

RETURN ON PERSONAL SERVICE OF SUMMONS

I hereby certify and return that I served this summons together with the complaint as follows:

Check one: (1) or (2) are for the return of an authorized officer or attorney; an attorney's return must be sworn to; (3) is for the witness who will acknowledge service and requires the witness's signature.

☐ 1. I certify that on the date indicated below I served a copy of this summons on the witness stated above by _____

☒ 2. I failed to serve a copy of this summons on the witness because Avoiding Service

☐ 3. I acknowledge being served with this summons on the date indicated below:

DATE OF SERVICE: June 8, 2019

SIGNATURE OF WITNESS, OFFICER OR ATTORNEY: Lori Polk

ADDRESS OF PROCESS SERVER (TRCP 4.01) 2804 Sanford Road Nolensville, TN 37135

Signature of Notary Public or Deputy Clerk: Heidi L. Macy

Commission Expires: 6-19-22

HEIDI L. MACY STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify and return that on the _____ day of _____, 2019, I sent, postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in case no. _____ to the defendant _____, on the _____ day of _____, 2019. I received the return receipt, which had been signed by _____ on the _____ day of _____, 2019. The return receipt is attached to this original summons to be filed by the Chancery Court Clerk and Master.

_____ _____

Signature Address (TRCP 4.01)

Sworn to and subscribed before me on this _____ day of _____, 2019.

_____ Commission Expires: _____

Signature of Notary Public or Deputy Clerk

CERTIFICATION (IF APPLICABLE)

I hereby certify this to be a true and correct copy of the original summons issued in this case.

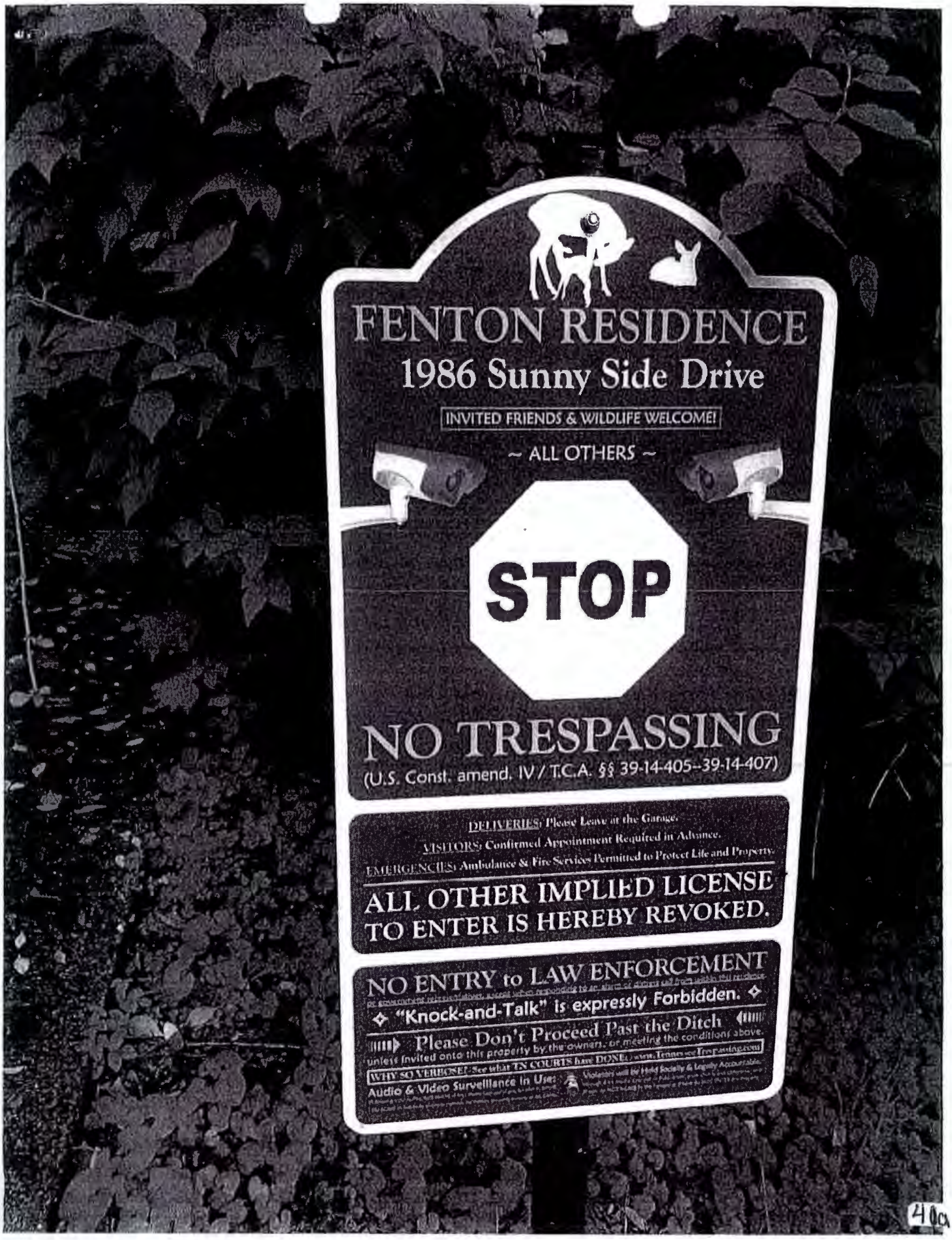
_____

CLERK & MASTER

For ADA assistance, please call ADA coordinator: 615-790-5428

40

Case 1:23-cv-01097-PLM-RSK ECF No. 1-17, PageID.687 Filed 10/13/23 Page 47 of 100



40a

ORIGINAL

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE AT FRANKLIN

2019 JUL 17 PM 1:16

FILED FOR ENTRY

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

MOTION TO SELL THE MARITAL RESIDENCE

COMES NOW the Plaintiff/Wife, Fawn [redacted] Fenton (hereinafter "Wife"), by and through her attorney of record, Virginia Lee Story, and files this Motion to Sell the Marital Residence and in support of her Motion, would state as follows:

1. Wife filed her Complaint for Divorce against Husband on June 4, 2019.
2. As of the date of the filing of this Motion, Husband has not filed an Answer to the Complaint for Divorce.
3. Wife currently has an *Ex Parte* Order of Protection against Husband as the result of the domestic abuse she has incurred by Husband.
4. The marital residence is located at 1986 Sunnyside Drive, Brentwood, Tennessee.
5. Wife has not resided in the marital residence since April 2018 at which time she moved into her own apartment as the living situation at home had gotten unbearable.
6. After Wife moved from the marital residence she continued to pay the mortgage and utilities for the marital residence up until the Spring of 2019 when she could no longer afford to keep paying all of the bills on her own.
7. As the result of her financial constraints, Wife filed for bankruptcy in April 2019. The Trustee has agreed to allow Husband and Wife to sell the marital residence as the house will have sufficient equity to pay off the first and second mortgage holders if it is put

Case 1:23-cv-01097-PLM-RSK ECF No. 1-17, PageID.689 Filed 10/13/23 Page 49 of 100

on the market and sold immediately. If, however, Husband continues to reside in the home without paying the mortgage, foreclosure proceedings will begin and the parties will be charged late fees, attorney's fees, foreclosure costs and closing costs. If the foreclosure begins, then the parties will have no equity in the property.

8. As part of the bankruptcy agreement Wife agreed to continue paying Bancorp South's second mortgage payments to avoid foreclosure as they would not allow the parties time to list the house through the divorce. Therefore, Wife is paying the second mortgage while Husband lives in the house for free and collects rent from two (2) roommates that he has moved into the home. The balance on the second mortgage is approximately $54,000.00. Bank of America holds the first mortgage with a balance of approximately $240,000.00.

9. Wife tried to convince Husband to put the house in the market in the fall of 2018 as finances were getting tighter, however, Husband would not agree on anything and Wife believes that Husband will again try and do whatever he can in order to stall this process.

10. Husband has threatened Wife, previously making the following statements:

> "I promise you, it will cost you more if we sell than if we don't!" and "I will not fix it up for sale, and I will not live in it while it's on the market." (Text message July 27, 2018)
>
> "If you choose to fight me on this, I will leverage every penny of this home which I legally can, plus it's future value to leave it in my will to whomever will fund my legal battle with you, no matter how complex the case, or how many appeals that it requires." (Text message March 27, 2019).
>
> "I will work and fight to my death, to never allow you or anyone else to TAKE this property from me...." (Text message May 25, 2019).

"I will stay here until you, the banks, and the police carry me out of here." (Text messages, June 15, 2019)

11. Wife is unsure what all modifications and/or renovations Husband has done to the home since she left in April 2018. Prior to her leaving, Husband had installed numerous security cameras and devices in the home and has rented out rooms to various individuals. Wife is concerned that Husband may be devaluing the home by making undesirable changes to the property.

12. Wife believes the home to be valued at approximately $425,000.00. The Williamson County Property Assessor values the home at $386, 900.00. A similar home across the street, 1987 Sunny Side Drive) sold for $524,900.00 in April 2018. Therefore, the sale of the home is likely to easily pay off both of the mortgages and still leave the parties some equity.

13. Pursuant to the terms of Wife's bankruptcy, if the home is not placed on the market in a timely manner, then one or both of the mortgage holders may begin foreclosure proceedings and the parties will lose all available equity in the property.

14. Husband has made it very clear that he will do whatever he can to thwart any effort of Wife to sell the home.

15. Because time if of the essence, Wife requests that this Court order that Husband immediately vacate the premises so that the home can be prepared for sale.

16. Wife requests that this Court order the home to be sold by an independent third-party auctioneer to obtain the best sales price in a time efficient manner.

17. Wife would further request that she be reimbursed from the equity for the mortgage payments that she has made since vacating since April 2018 and that after the repayment of the first and second mortgage, that any remaining equity from the sale of

mortgage payments that she has made since vacating the home in April 2018 and that after the repayment of the first and second mortgage, that any remaining equity from the sale of the home be placed in the trust account of attorney for Wife until a distribution can be negotiated or further ordered from the Court.

WHEREFORE, premises considered, Wife respectfully requests that this Court grant her Motion to Sell the Marital Residence and that she be awarded her attorney fees for having to bring this Motion.

Respectfully submitted,

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

THIS MOTION IS SET TO BE HEARD ON AUGUST 1, 2019 AT 9:00 A.M. ON THE CHANCERY COURT MOTION DOCKET HEARD AT THE WILLIAMSON COUNTY COURTHOUSE. IF NO WRITTEN RESPONSE TO THIS MOTION IS FILED AND SERVED IN THE TIME SET BY THE LOCAL RULES OF PRACTICE, THE MOTION MAY BE GRANTED WITHOUT A HEARING.
TESTIMONY EXPECTED

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via first-class mail, facsimile, and email to Brittany Gates, Attorney for Husband, at brittany@gateslaw.com and 1616 Westgate Circle, Suite 116, Brentwood, TN 37027 on this the 17 day of July 2019.

VIRGINIA LEE STORY
KATHRYN L. YARBROUGH

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

AT FRANKLIN

FILED 7/29/19
ENTERED
BOOK PAGE
ELAINE B. BEELER Clerk & Master

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

HUSBAND'S RESPONSE TO WIFE'S MOTION TO SELL MARITAL RESIDENCE

COMES NOW the Defendant/Husband, Jeffrey Ryan Fenton, by and through his attorneys of record, Charles M. Duke and Mitchell Miller, and for Response to Wife's Motion to Sell the Marital Residence, would respectfully request that the hearing on the motion be continued for a short period of time, due to the fact that undersigned counsel only has been retained to represent the Defendant/Husband as of the filing date required of this response, the same being July 29, 2019, and an Agreed Order of Substitution of Counsel is being filed concurrently herewith regarding the same. Therefore, counsel for the Defendant would respectfully submit that additional time is necessary for undersigned counsel to review the matter fully and meet with their client, so as to fully and completely respond to a motion that will have such enormous bearing on the parties moving forward in this matter. Should the Court not allow a short continuance, and deem the hearing shall go forward as scheduled on August 1, 2019, for response to the Motion to Sell the Marital residence, Defendant would state and show as follows:

1. For the purposes of responding to the motion solely, the averments of Paragraph 1 of the motion are admitted
2. For the purposes of responding to the motion solely, the averments of Paragraph 2 of the motion are admitted.

3. For the purposes of responding to the motion solely, the averments of Paragraph 3 are admitted, to the extent that Plaintiff has taken out an Order of Protection against the Defendant. Defendant denies that he has committed any form of domestic abuse. Defendant avers that the Ex Parte Order of Protection is baseless, and that Plaintiff acted for improper purposes when she applied for that Order. Defendant would show that the Temporary Restraining Order, automatically binding on both parties pursuant to T. C. A. §36-4-106 upon the commencement of this cause, prohibits the parties from harassing, threatening, assaulting or abusing each other, that such prohibition adequately protects both parties' interests, and that Defendant has complied with the Temporary Restraining Order.
4. For the purposes of responding to the motion solely, the averments of Paragraph 4 of the motion are admitted.
5. For the purposes of responding to the motion solely, the averments of Paragraph 5 of the motion are admitted, with the exception that Defendant denies that the situation had become "unbearable." Defendant avers that Plaintiff, in fact, deserted the Defendant, when Defendant did not have the ability or means to support himself or pay for the first and second mortgage on the marital residence.
6. For the purposes of responding to the motion solely, the averments of Paragraph 6 of the motion are admitted, with the exception that Defendant avers that Plaintiff chose voluntarily to burden herself with rent payments and utilities for a separate residence so as to desert the Defendant when, in fact, she could have continued living at the marital residence. In addition, Defendant avers that he currently pays the utilities for the marital residence, and that Plaintiff has the ability to pay certain household bills for the marital

residence, as the financially advantaged spouse, but instead chooses not to do so. In support, Defendant would show the Court that Plaintiff filed for bankruptcy in April 2019 and reported having gross monthly income of Seven Thousand Five Hundred dollars ($7,500.00), after-tax-deduction income of Five Thousand Eight Hundred Forty-Five dollars and four cents ($5,845.04), actual expenses of Three Thousand Twenty-Five dollars ($3,025.00), leaving a monthly net income of Two Thousand Eight Hundred Twenty dollars and four cents ($2,820.04). Plaintiff's Voluntary Petition for Individuals Filing for Bankruptcy is incorporated and attached hereto as **Exhibit 1**.

7. For the purposes of responding to the motion solely, the averments of sentence one of Paragraph 7 of the motion are admitted. Defendant is without sufficient knowledge or information so as to form a belief as to the truth of the averments of sentence two of Paragraph 7 of the motion and, therefore, denies same, and demands strict proof thereof. Defendant is without sufficient knowledge or information so as to form a belief as to the truth of the averments of sentences three and four of Paragraph 7 of the motion and, therefore, denies same in their entirety, and demands strict proof thereof. Defendant respectfully avers that he must continue to reside in the marital residence at this time, as he has no other choices for a residence, nor any funds to secure an alternative residence, due to being deserted by the Plaintiff and her refusal to continue to pay the mortgage on the marital residence, the one viable marital asset, so as to maximize any possible return to the parties if they were allowed to sell the residence by reasonable means as opposed to some sort of "fire sale," as requested by the Plaintiff herein.

8. Defendant is without sufficient knowledge or information so as to form a belief as to the truth of the averments of Paragraph 8 of the motion and, therefore, denies same in their

entirety, and demands strict proof thereof. Defendant admits that, currently, he has two individuals renting rooms in the marital residence, so as to be in a position to pay utilities and monthly expenses he must now solely pay due to being deserted by the Plaintiff. Defendant respectfully avers that he must continue to reside in the marital residence at this time, as he has no other choices for a residence, nor any funds to secure an alternative residence, due to being deserted by the Plaintiff and her refusal to continue to pay the mortgage on the marital residence, the one viable marital asset, so as to maximize any possible return to the parties if they were allowed to sell the residence by reasonable means as opposed to some sort of "fire sale," as requested by the Plaintiff herein.

9. Defendant is without sufficient knowledge or information so as to form a belief as to the truth of the averments of Paragraph 9 of the motion and, therefore, denies same in their entirety. Defendant respectfully avers that he must continue to reside in the marital residence at this time, as he has no other choices for a residence, nor any funds to secure an alternative residence, due to being deserted by the Plaintiff and her refusal to continue to pay the mortgage on the marital residence, the one viable marital asset, so as to maximize any possible return to the parties if they were allowed to sell the residence by reasonable means as opposed to some sort of "fire sale," as requested by the Plaintiff herein.

10. Defendant denies the averments of Paragraph 10 of the motion and, further, objects to the characterizations of Plaintiff of them as "threats." Defendant admits that he objects and opposes to the marital residence being sold at this time, and in the fashion, sought by the Plaintiff, as Defendant has no other viable means for housing at this time, and, as a Tenant by the Entirety of the marital residence, Defendant respectfully submits he should

be allowed to remain in the marital residence while this litigation is pending. Defendant respectfully avers that he must continue to reside in the marital residence at this time, as he has no other choices for a residence, nor any funds to secure an alternative residence, due to being deserted by the Plaintiff and her refusal to continue to pay the mortgage on the marital residence, the one viable marital asset owned by these parties, so as to maximize any possible return to the parties if they were allowed to sell the residence by reasonable means, as opposed to some sort of "fire sale," as requested by the Plaintiff herein.

11. Plaintiff's allegation and concerns that Defendant is devaluing the home are unfounded. Installing security devices would tend to secure, not devalue the home. Moreover, merely renting rooms to tenants does not indicate any misuse, waste, or devaluation. To the contrary, rental income from these tenants provides Defendant a means to maintain the property.

12. Defendant generally agrees with Plaintiff's assessment of the home's value and sale potential and believes the home could sell for up to $450,000.00. Plaintiff's averments in Paragraph 12, however, would tend to indicate that Plaintiff's averments in Paragraph 7 are not accurate; if the home could potentially yield $130,000 to $150,000 in proceeds, it is not reasonable to say that a foreclosure would wipe out all equity. More importantly, however, determining these matters at this stage of the divorce action is premature. Plaintiff should be required to maintain Defendant at his accustomed standard of living while an equitable distribution of the marital estate is determined. Based on her sworn bankruptcy Petition, Plaintiff should have sufficient resources to pay all or most of the mortgages on the home or otherwise provide Defendant an appropriate amount of spousal

support during the pendency of this cause. Accordingly, these matters should be reserved for further determination of the division of the marital estate. .

13. Defendant denies Plaintiff's assertions in Paragraph 13. Plaintiff has the financial ability to continue to pay all or most of the mortgages, which would also avoid foreclosure.

14. Defendant denies Plaintiff's assertion in Paragraph 14. Defendant has merely asserted his legal rights to demand an equitable distribution of martial assets and has attempted to communicate with Plaintiff to form a strategy that does not leave Defendant homeless or financially ruined. It is Plaintiff who created the financial crisis at issue by refusing to pay the mortgages and Plaintiff who now asks this Court to order a fire sale of the most significant asset in this marital estate. The Court should deny this unreasonable and premature request.

15. Defendant denies Plaintiff assertions in Paragraph 15. Plaintiff can pay the mortgage. Her selfish refusal to do so is what has created a time-sensitive crisis. Defendant does not have another place to live or financial means to secure alternate living quarters. While Defendant understand that neither party will come through this divorce unscathed, to ask Defendant to immediately leave his home because of a financial crisis Plaintiff created is an unreasonable and insulting proposition. It should be denied.

16. Defendant strenuously objects to any order to sell the home before the Court has assessed the full marital estate, particularly while Plaintiff has the financial ability to pay the mortgages and thereby maintain status quo. In the even the Court does order a sale, an auction would be an unreasonable fire sale that would almost certainly yield proceeds far below what the home would bring if listed on the open market. Moreover, an immediate auction would expose Defendant to significant liability to current leaseholders residing in

the home. Defendant therefore would ask the Court to order Plaintiff to maintain the mortgage for three (3) to six (6) months so that the home may be sold in an orderly fashion on the open market, yield the most proceeds possible, and limit Defendant's liability to leaseholders.

17. Defendant objects to Plaintiff's request in Paragraph 17. Plaintiff voluntarily, and abruptly left the marital residence. She should bear all costs of her decision, and no reimbursement from the marital estate should be permitted. Plaintiff's request for an offset of the proceeds should be denied because her payments on the mortgages were required to keep Defendant in the manner of living to which he had become accustomed. Further, withholding proceeds from a sale to determine any offset would literally render Defendant homeless, without any income, and without any funds available to secure alternate housing. Plaintiff's request is a cruel and unreasonable concept that this Court should reject out of hand.

Defendant would further state and show unto the Court as follows:

18. As noted previously, Defendant currently rents two rooms of the marital residence, so as to have some means of income to pay the utilities for the marital residence and to have some source of income. Should the Court determine that the marital residence should be sold in some form or fashion at this time, the Court take into consideration that the Defendant will need ample time to notify the current tenants of their need to vacate the residence located at 1986 Sunnyside Drive, Brentwood, Tennessee 37027; therefore, the Defendant would request that he, along with the current tenants, be permitted to remain in the residence until the home is sold, and that he be permitted ninety (90) days to properly notify the tenants of their need to vacate the property.

19. As a result of the two (2) leases with one-year terms, the Defendant is put into a compromising situation which could result in serious liability. His only two options are to either sell the marital residence with two active leases, or to pay the tenants to vacate early. If he elected to pay the tenants to vacate early, he would most likely have to reimburse them for the remaining months of their lease, security deposits for their next rental, moving costs, etc.

20. As one could imagine, the financial burden to the Defendant is monumental when considering these expenses; if anything, if the Defendant is forced to vacate the residence and also reimburse his tenants for vacating early, then Plaintiff should have to share equally in the costs for reimbursing the tenants as well.

21. The Defendant would further respectfully submit and agree, as condition to his remaining in the residence, that he shall maintain the home in pristine condition, pay all utilities for the marital residence and pay the first mortgage on the marital residence.

22. The Defendant would further agree to permit Plaintiff to inspect the home to determine the status of the interior of the residence, provided he receive notice of no less than forty-eight (48) hours of her intent to enter the former marital residence.

23. The Defendant would further aver that the Plaintiff willingly/intentionally failed to notify the Defendant of her bankruptcy proceedings as well as her failure/inability to pay the mortgage in a timely fashion, and that throughout the duration of the marriage, the Plaintiff has been the primary breadwinner and primarily paid the parties' mortgage obligations, moreover Plaintiff is well-aware of the Defendant's inconsistent employment history due to his debilitating mental health diagnoses which affect his ability to maintain continuous and consistent employment.

24 That the first and second mortgages as outlined in Plaintiff's Motion, are in the Plaintiff's sole name, and that according to these negotiable instruments, the Plaintiff is solely responsible for payment thereof. Because the Plaintiff failed to communicate with the Defendant as to the status of payment, and Defendant was not a party to the financial documents, it was an impossibility for him to have the ability to contact the lender to verify whether or not payments on the marital residence were being made in a timely manner, and to date is still unaware of when the last payment was received by the mortgage holders, as Plaintiff has failed or refused to provide him with this information.

25. In this aspect, it is arguable that the Plaintiff has unclean hands and that she is acting in bad faith because her past actions have undoubtedly created the present "emergency" as it relates to the possible foreclosure on the marital residence and the need to sell the home in an urgent fashion.

26. The Defendant specifically denies any allegation that he is guilty of domestic abuse towards the Wife, he acknowledges that an *Ex Parte* Order of Protection is in effect and that the hearing on the Order of Protection is set to be heard on August 1, 2019, which is the same day as the Plaintiff's Motion to Sell the Marital Residence is set.

27. The Defendant has not filed an Answer and Counter-Complaint to date as a result of an agreement between the attorneys to grant an extension to file such, and that this is irrelevant with respect to the Motion to Sell the Marital Residence as it has no bearing on the status of the marital residence and the mortgage payments.

28. As stated previously, Defendant acknowledges that he has two tenants residing in the marital residence, and that the rental proceeds are put towards the utilities and maintenance of the home and that he rented these bedrooms in an attempt to mitigate the

financial disaster that the Plaintiff put him in after she ceased paying the mortgage and the utilities, and deserted the Defendant.

29. The Defendant has transferred utilities into his name and that the utilities remain current, and that he agrees to maintain the status quo.

30. Should the Court order the sale of the marital residence, the Defendant would respectfully request that, pending payment of the existing first and second mortgages and any liens on the property, he be permitted an advance on his portion of the proceeds in order to obtain housing, as the sale of the residence will essentially leave him homeless, and without stable employment or rent from tenants, he has no other source of income at this time to rely upon for basic necessities and survival.

Respectfully Submitted,

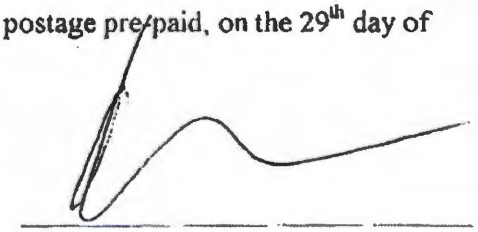
Charles M. Duke, #23607
1200 Villa Place, Suite 201
Nashville, TN 37212
(615) 541-1842
(615) 647-0672 Fax
marty@mdukelaw.com

Mitchell Miller, #36126
1200 Villa Place, Suite 200
Nashville, TN 37212
(615) 712-6394
mitchell@schafferlawfirmtn.com

Attorneys for Defendant/Husband

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Response to Wife's Motion to Sell the Marital Residence, has been sent to Ms. Virginia Story, Esq. Attorney for the Wife, at 136 Fourth Avenue South, Franklin, TN 37064, via U.S. Mail, postage pre-paid, on the 29th day of July, 2019.



FILED 7/29/19
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BOOK PAGE
ELAINE B. BEELER, Clerk & Master

TENNESSEE COURTS
UNIFORM FACSIMILE FILING COVER SHEET

DATE 7-29-19

TO (COURT CLERK) Clerk & Master

COURT Williamson County Chancery Court

CLERK'S FAX NUMBER 615-790-5626

CASE NAME Fenton v. Fenton

DOCKET NUMBER 48419B

TITLE OF DOCUMENT Response in Opposition to Motion to Sell

FROM (SENDER) Charles M. Duke

SENDER'S ADDRESS 1200 Villa Place, Suite 201, Nashville 37212

SENDER'S VOICE TELEPHONE NUMBER 615-541-1842

SENDER'S FAX TELEPHONE NUMBER 615-647-0672

TOTAL PAGES INCLUDING COVER PAGE 12

Unless authorized by the Court, a facsimile transmission exceeding fifty (50) pages, including cover page, shall not be filed by the clerk.

YOUR FACSIMILE FILING LISTED ABOVE WAS STAMP FILED ON 7/29/19

PLEASE REMIT $ 17 **TO:**

CLERK AND MASTER
P. O. BOX 1666
FRANKLIN, TN 37065

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Ex 1 to Response

FILED 7/29/19
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BOOK PAGE
ELAINE B. SEELER, Clerk & Master

Fill in this information to identify your case:

United States Bankruptcy Court for the:

MIDDLE DISTRICT OF TENNESSEE

Case number *(if known)* _____

Chapter you are filing under:

- ☐ Chapter 7
- ☐ Chapter 11
- ☐ Chapter 12
- ■ Chapter 13

☐ Check if this an amended filing

Official Form 101
Voluntary Petition for Individuals Filing for Bankruptcy

12/17

The bankruptcy forms use you and Debtor 1 to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a *joint case*—and in joint cases, these forms use you to ask for information from both debtors. For example, if a form asks, "Do you own a car," the answer would be yes if either debtor owns a car. When information is needed about the spouses separately, the form uses *Debtor 1* and *Debtor 2* to distinguish between them. In joint cases, one of the spouses must report information as *Debtor 1* and the other as *Debtor 2*. The same person must be *Debtor 1* in all of the forms.

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Identify Yourself

	About Debtor 1:	About Debtor 2 (Spouse Only in a Joint Case):
1. Your full name Write the name that is on your government-issued picture identification (for example, your driver's license or passport). Bring your picture identification to your meeting with the trustee.	Fawn First name [redacted] Middle name Fenton Last name and Suffix (Sr., Jr., II, III)	First name Middle name Last name and Suffix (Sr., Jr., II, III)
2. All other names you have used in the last 8 years Include your married or maiden names.	Fawn [redacted] Fawn Tiffany [redacted]	
3. Only the last 4 digits of your Social Security number or federal Individual Taxpayer Identification number (ITIN)	xxx-xx-2065	

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TKE

Debtor 1 Fawn Tiffany Fenton Case number (if known)

	About Debtor 1:	About Debtor 2 (Spouse Only in a Joint Case):
4. Any business names and Employer Identification Numbers (EIN) you have used in the last 8 years Include trade names and *doing business as* names	■ I have not used any business name or EINs Business name(s) EINs	☐ I have not used any business name or EINs. Business name(s) EINs
5. Where you live	[redacted] Brentwood, TN 37027 Number, Street, City, State & ZIP Code Davidson County **If your mailing address is different from the one above, fill it in here.** Note that the court will send any notices to you at this mailing address. Number, P.O. Box, Street, City, State & ZIP Code	**If Debtor 2 lives at a different address:** Number, Street, City, State & ZIP Code County **If Debtor 2's mailing address is different from yours, fill it in here.** Note that the court will send any notices to this mailing address. Number, P.O. Box, Street, City, State & ZIP Code
6. Why you are choosing *this district* to file for bankruptcy	*Check one.* ■ Over the last 180 days before filing this petition, I have lived in this district longer than in any other district. ☐ I have another reason. Explain. (See 28 U.S.C. § 1408.)	*Check one:* ☐ Over the last 180 days before filing this petition, I have lived in this district longer than in any other district. ☐ I have another reason. Explain. (See 28 U.S.C. § 1408.)

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Debtor 1 Fawn Tiffany Fenton Case number (if known) _____

Part 2: Tell the Court About Your Bankruptcy Case

7. **The chapter of the Bankruptcy Code you are choosing to file under**

Check one. (For a brief description of each, see *Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)*). Also, go to the top of page 1 and check the appropriate box.

- ☐ Chapter 7
- ☐ Chapter 11
- ☐ Chapter 12
- ■ Chapter 13

8. **How you will pay the fee**

- ☐ **I will pay the entire fee when I file my petition.** Please check with the clerk's office in your local court for more details about how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money order. If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with a pre-printed address.
- ■ **I need to pay the fee in installments.** If you choose this option, sign and attach the *Application for Individuals to Pay The Filing Fee in Installments* (Official Form 103A).
- ☐ **I request that my fee be waived** (You may request this option only if you are filing for Chapter 7. By law, a judge may, but is not required to, waive your fee, and may do so only if your income is less than 150% of the official poverty line that applies to your family size and you are unable to pay the fee in installments). If you choose this option, you must fill out the *Application to Have the Chapter 7 Filing Fee Waived* (Official Form 103B) and file it with your petition.

9. **Have you filed for bankruptcy within the last 8 years?**

- ■ No.
- ☐ Yes.

District _____ When _____ Case number _____
District _____ When _____ Case number _____
District _____ When _____ Case number _____

10. **Are any bankruptcy cases pending or being filed by a spouse who is not filing this case with you, or by a business partner, or by an affiliate?**

- ■ No
- ☐ Yes.

Debtor _____ Relationship to you _____
District _____ When _____ Case number, if known _____
Debtor _____ Relationship to you _____
District _____ When _____ Case number, if known _____

11. **Do you rent your residence?**

- ☐ No. Go to line 12.
- ■ Yes. Has your landlord obtained an eviction judgment against you?
  - ■ No. Go to line 12.
  - ☐ Yes. Fill out *Initial Statement About an Eviction Judgment Against You* (Form 101A) and file it with this bankruptcy petition.

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Debtor 1 Fawn [redacted] Fenton Case number (if known)

Part 3: Report About Any Businesses You Own as a Sole Proprietor

12. Are you a sole proprietor of any full- or part-time business?

A sole proprietorship is a business you operate as an individual, and is not a separate legal entity such as a corporation, partnership, or LLC.

If you have more than one sole proprietorship, use a separate sheet and attach it to this petition.

■ No. Go to Part 4.

☐ Yes Name and location of business

Name of business, if any

Number, Street, City, State & ZIP Code

Check the appropriate box to describe your business:

☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
☐ None of the above

13. Are you filing under Chapter 11 of the Bankruptcy Code and are you a *small business debtor?*

For a definition of *small business debtor*, see 11 U.S.C. § 101(51D).

If you are filing under Chapter 11, the court must know whether you are a small business debtor so that it can set appropriate deadlines. If you indicate that you are a small business debtor, you must attach your most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. 1116(1)(B).

■ No. I am not filing under Chapter 11.

☐ No. I am filing under Chapter 11, but I am NOT a small business debtor according to the definition in the Bankruptcy Code.

☐ Yes. I am filing under Chapter 11 and I am a small business debtor according to the definition in the Bankruptcy Code.

Part 4: Report If You Own or Have Any Hazardous Property or Any Property That Needs Immediate Attention

14. Do you own or have any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety? Or do you own any property that needs immediate attention?

For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?

■ No.

☐ Yes.

What is the hazard?

If immediate attention is needed, why is it needed?

Where is the property?

Number, Street, City, State & Zip Code

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Debtor 1 Fawn [redacted] Fenton Case number (if known)

Part 5: Explain Your Efforts to Receive a Briefing About Credit Counseling

15. **Tell the court whether you have received a briefing about credit counseling.**

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

About Debtor 1:

You must check one:

■ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.**

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

☐ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.**

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

☐ **I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.**

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.
If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

☐ **I am not required to receive a briefing about credit counseling because of:**

☐ **Incapacity.**
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

☐ **Disability.**
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

☐ **Active duty.**
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver credit counseling with the court.

About Debtor 2 (Spouse Only in a Joint Case):

You must check one:

☐ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.**

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

☐ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.**

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

☐ **I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.**

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

☐ **I am not required to receive a briefing about credit counseling because of:**

☐ **Incapacity.**
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

☐ **Disability.**
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

☐ **Active duty.**
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

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Debtor 1 Fawn [redacted] Fenton Case number (if known)

Part 6: Answer These Questions for Reporting Purposes

16. What kind of debts do you have?

16a. **Are your debts primarily consumer debts?** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

☐ No. Go to line 16b.

■ Yes. Go to line 17.

16b. **Are your debts primarily business debts?** *Business debts* are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment.

☐ No. Go to line 16c.

☐ Yes. Go to line 17.

16c. State the type of debts you owe that are not consumer debts or business debts

17. Are you filing under Chapter 7?

■ No. I am not filing under Chapter 7. Go to line 18.

Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available for distribution to unsecured creditors?

☐ Yes. I am filing under Chapter 7. Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available to distribute to unsecured creditors?

☐ No

☐ Yes

18. How many Creditors do you estimate that you owe?

■ 1-49
☐ 50-99
☐ 100-199
☐ 200-999
☐ 1,000-5,000
☐ 5001-10,000
☐ 10,001-25,000
☐ 25,001-50,000
☐ 50,001-100,000
☐ More than100,000

19. How much do you estimate your assets to be worth?

☐ $0 - $50,000
☐ $50,001 - $100,000
■ $100,001 - $500,000
☐ $500,001 - $1 million
☐ $1,000,001 - $10 million
☐ $10,000,001 - $50 million
☐ $50,000,001 - $100 million
☐ $100,000,001 - $500 million
☐ $500,000,001 - $1 billion
☐ $1,000,000,001 - $10 billion
☐ $10,000,000,001 - $50 billion
☐ More than $50 billion

20. How much do you estimate your liabilities to be?

☐ $0 - $50,000
☐ $50,001 - $100,000
■ $100,001 - $500,000
☐ $500,001 - $1 million
☐ $1,000,001 - $10 million
☐ $10,000,001 - $50 million
☐ $50,000,001 - $100 million
☐ $100,000,001 - $500 million
☐ $500,000,001 - $1 billion
☐ $1,000,000,001 - $10 billion
☐ $10,000,000,001 - $50 billion
☐ More than $50 billion

Part 7: Sign Below

For you

I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct.

If I have chosen to file under Chapter 7, I am aware that I may proceed, if eligible, under Chapter 7, 11, 12, or 13 of title 11, United States Code. I understand the relief available under each chapter, and I choose to proceed under Chapter 7.

If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document, I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I understand making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

/s/ Fawn [redacted] Fenton
Fawn [redacted] Fenton
Signature of Debtor 1

Executed on April 26, 2019
MM / DD / YYYY

Signature of Debtor 2

Executed on
MM / DD / YYYY

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Debtor 1 **Fawn [redacted] Fenton** Case number *(if known)*

For your attorney, if you are represented by one

If you are not represented by an attorney, you do not need to file this page.

I, the attorney for the debtor(s) named in this petition, declare that I have informed the debtor(s) about eligibility to proceed under Chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each chapter for which the person is eligible. I also certify that I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) and, in a case in which § 707(b)(4)(D) applies, certify that I have no knowledge after an inquiry that the information in the schedules filed with the petition is incorrect.

/s/ Mary Beth Ausbrooks Date **April 26, 2019**
Signature of Attorney for Debtor MM / DD / YYYY

Mary Beth Ausbrooks
Printed name

Rothschild & Ausbrooks PLLC
Firm name

1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
Number, Street, City, State & ZIP Code

Contact phone **(615) 242-3996** Email address **notice@rothschildbklaw.com**

3463 TN
Bar number & State

63

Fill in this information to identify your case:

Debtor 1: Fawn [redacted] Fenton (First Name / Middle Name / Last Name)

Debtor 2 (Spouse if, filing): (First Name / Middle Name / Last Name)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known): _____

☐ Check if this is an amended filing

Official Form 106Sum

Summary of Your Assets and Liabilities and Certain Statistical Information 12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Fill out all of your schedules first; then complete the information on this form. If you are filing amended schedules after you file your original forms, you must fill out a new *Summary* and check the box at the top of this page.

Part 1: Summarize Your Assets

	Your assets Value of what you own
1. **Schedule A/B: Property** (Official Form 106A/B)	
1a. Copy line 55, Total real estate, from Schedule A/B	$ 425,000.00
1b. Copy line 62, Total personal property, from Schedule A/B	$ 33,108.50
1c. Copy line 63, Total of all property on Schedule A/B	$ 458,108.50

Part 2: Summarize Your Liabilities

	Your liabilities Amount you owe
2. *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 106D)	
2a. Copy the total you listed in Column A, *Amount of claim*, at the bottom of the last page of Part 1 of *Schedule D*	$ 306,750.19
3. *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 106E/F)	
3a. Copy the total claims from Part 1 (priority unsecured claims) from line 6e of *Schedule E/F*	$ 0.00
3b. Copy the total claims from Part 2 (nonpriority unsecured claims) from line 6j of *Schedule E/F*	$ 48,941.30
Your total liabilities	$ 355,691.49

Part 3: Summarize Your Income and Expenses

4. *Schedule I: Your Income* (Official Form 106I) Copy your combined monthly income from line 12 of *Schedule I*	$ 5,845.04
5. *Schedule J: Your Expenses* (Official Form 106J) Copy your monthly expenses from line 22c of *Schedule J*	$ 3,025.00

Part 4: Answer These Questions for Administrative and Statistical Records

6. **Are you filing for bankruptcy under Chapters 7, 11, or 13?**
   - ☐ No. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.
   - ■ Yes
7. **What kind of debt do you have?**
   - ■ **Your debts are primarily consumer debts.** *Consumer debts* are those "incurred by an individual primarily for a personal, family, or household purpose." 11 U.S.C. § 101(8). Fill out lines 8-9g for statistical purposes. 28 U.S.C. § 159.
   - ☐ **Your debts are not primarily consumer debts** You have nothing to report on this part of the form. *Check this box* and submit this form to the court with your other schedules

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8 From the ***Statement of Your Current Monthly Income***: Copy your total current monthly income from Official Form 122A-1 Line 11; OR, Form 122B Line 11; OR, Form 122C-1 Line 14. $ 7,500.00

9. Copy the following special categories of claims from Part 4, line 6 of *Schedule E/F*:

From Part 4 on *Schedule E/F*, copy the following:	Total claim
9a. Domestic support obligations (Copy line 6a.)	$ 0.00
9b. Taxes and certain other debts you owe the government. (Copy line 6b.)	$ 0.00
9c. Claims for death or personal injury while you were intoxicated. (Copy line 6c.)	$ 0.00
9d. Student loans. (Copy line 6f.)	$ 0.00
9e. Obligations arising out of a separation agreement or divorce that you did not report as priority claims. (Copy line 6g.)	$ 0.00
9f. Debts to pension or profit-sharing plans, and other similar debts. (Copy line 6h.)	+$ 0.00
9g. **Total.** Add lines 9a through 9f.	$ 0.00

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Fill in this information to identify your case and this filing:

Debtor 1: Fawn [redacted] Fenton
(First Name / Middle Name / Last Name)

Debtor 2 (Spouse, if filing): (First Name / Middle Name / Last Name)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number:

☐ Check if this is an amended filing

Official Form 106A/B
Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. **Do you own or have any legal or equitable interest in any residence, building, land, or similar property?**

☐ No. Go to Part 2.

■ Yes. Where is the property?

1.1

1986 Sunny Side Drive
Street address, if available, or other description

Brentwood TN 37027-0000
City State ZIP Code

Williamson
County

What is the property? Check all that apply

- ■ Single-family home
- ☐ Duplex or multi-unit building
- ☐ Condominium or cooperative
- ☐ Manufactured or mobile home
- ☐ Land
- ☐ Investment property
- ☐ Timeshare
- ☐ Other

Who has an interest in the property? Check one

- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ■ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property.*

Current value of the entire property?	Current value of the portion you own?
$425,000.00	$425,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.
Tenants by the Entireties

☐ Check if this is community property (see instructions)

Other information you wish to add about this item, such as local property identification number:
Separated Spouse is on Deed only

2. **Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>** $425,000.00

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases.*

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Debtor 1 Fawn [redacted] Fenton Case number *(if known)*

3 Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

☐ No
■ Yes

3.1 Make: Toyota Model: Prius Year: 2017 Approximate mileage: 23,000 Other information: VIN: [redacted]	Who has an interest in the property? Check one ■ Debtor 1 only ☐ Debtor 2 only ☐ Debtor 1 and Debtor 2 only ☐ At least one of the debtors and another ☐ Check if this is community property (see instructions)	Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property.*	Current value of the entire property? $16,375.00	Current value of the portion you own? $16,375.00

4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories
Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

■ No
☐ Yes

5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here..... => $16,375.00

Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?	Current value of the portion you own? Do not deduct secured claims or exemptions.
6. Household goods and furnishings *Examples:* Major appliances, furniture, linens, china, kitchenware ☐ No ■ Yes. Describe.. ..	
Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household Items	$1,500.00
1986 Sunny Side Drive Sofa, Entertainment Center, Lounge Chair, Patio Furniture, File Cabinets, Desk, Lamps, Misc. Household Items	$500.00
7 Electronics *Examples:* Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games ☐ No ■ Yes. Describe.....	
Cellphone, Laptop, TV, Tablet	$1,000.00
8. Collectibles of value *Examples:* Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles ☐ No ■ Yes. Describe.. ..	
Breyer Horses	67 $900.00

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Debtor 1 Fawn [redacted] Fenton Case number *(if known)*

9. Equipment for sports and hobbies
Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments
☐ No
■ Yes. Describe.. ..

Treadmill $1,000, Weight Set $200 located at 1986 Sunny Side Drive, Brentwood, TN	$600.00

10 Firearms
Examples: Pistols, rifles, shotguns, ammunition, and related equipment
☐ No
■ Yes. Describe.....

AR15, FN-FAL, Glock 23, Rugger SP101	$2,700.00

11 Clothes
Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories
☐ No
■ Yes. Describe.....

Clothing/Shoes/Purse	$500.00

12. Jewelry
Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver
☐ No
■ Yes. Describe ....

Wedding Ring $1500 and Costume Jewelry	$1,500.00

13. Non-farm animals
Examples: Dogs, cats, birds, horses
☐ No
■ Yes. Describe.....

Dog, 2 Bunnies, Fish	$0.00

14 Any other personal and household items you did not already list, including any health aids you did not list
☐ No
■ Yes. Give specific information.....

Items in storage Books, Luggage, Pet Supplies, Christmas Decorations	$1,000.00
2 Aquarium located at 1986 Sunny Side Drive 2 Aquarium located at [redacted]	$2,000.00

15 Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here $12,200.00

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Part 4: Describe Your Financial Assets

Do you own or have any legal or equitable interest in any of the following?

Current value of the portion you own? Do not deduct secured claims or exemptions.

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Debtor 1 Fawn [redacted] Fenton Case number *(if known)*

16. **Cash**
Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition
☐ No
■ Yes.....

Cash	$50.00

17. **Deposits of money**
Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.
☐ No
■ Yes..... Institution name:

17.1.	Checking	First Farmers & Merchants	$2,000.00
17.2.	Checking	Ascend Federal CU	$0.00
17.3.	Savings	First Farmers & Merchants	$800.00
17.4.	Savings	Ascend Federal CU	$150.00

18. **Bonds, mutual funds, or publicly traded stocks**
Examples: Bond funds, investment accounts with brokerage firms, money market accounts
■ No
☐ Yes..... Institution or issuer name:

19. **Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture**
■ No
☐ Yes. Give specific information about them.....
Name of entity: % of ownership:

20. **Government and corporate bonds and other negotiable and non-negotiable instruments**
Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders.
Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.
■ No
☐ Yes. Give specific information about them
Issuer name:

21. **Retirement or pension accounts**
Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans
■ No
☐ Yes. List each account separately.
Type of account: Institution name:

22. **Security deposits and prepayments**
Your share of all unused deposits you have made so that you may continue service or use from a company
Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others
■ No
☐ Yes. ..... Institution name or individual:

23. **Annuities** (A contract for a periodic payment of money to you, either for life or for a number of years)
■ No
☐ Yes..... Issuer name and description.

24. **Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.** 26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1). 69

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Debtor 1 Fawn [redacted] Fenton Case number *(if known)*

■ No
☐ Yes Institution name and description Separately file the records of any interests.11 U.S C. § 521(c):

25 **Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit**
■ No
☐ Yes Give specific information about them ..

26. **Patents, copyrights, trademarks, trade secrets, and other intellectual property**
Examples: Internet domain names, websites, proceeds from royalties and licensing agreements
■ No
☐ Yes. Give specific information about them ..

27. **Licenses, franchises, and other general intangibles**
Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses
■ No
☐ Yes. Give specific information about them...

Money or property owed to you?		Current value of the portion you own? Do not deduct secured claims or exemptions.
28 Tax refunds owed to you		
☐ No		
■ Yes. Give specific information about them, including whether you already filed the returns and the tax years.....		
2017 Tax Refund	Federal	$1,533.50
2018 Tax Refund $2,158.00 $668.98 to Separated Spouse remainder used on living expenses	Federal	$0.00

29. **Family support**
Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement
■ No
☐ Yes. Give specific information ....

30 **Other amounts someone owes you**
Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else
■ No
☐ Yes. Give specific information..

31. **Interests in insurance policies**
Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance
■ No
☐ Yes. Name the insurance company of each policy and list its value.
Company name: Beneficiary: Surrender or refund value:

32 **Any interest in property that is due you from someone who has died**
If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.
■ No
☐ Yes Give specific information

33 **Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment**
Examples Accidents, employment disputes, insurance claims, or rights to sue
■ No

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Debtor 1 Fawn [redacted] Fenton Case number *(if known)*

☐ Yes Describe each claim .....

34 Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims
■ No
☐ Yes Describe each claim.....

35 Any financial assets you did not already list
■ No
☐ Yes. Give specific information..

36 Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here..... $4,533.50

Part 5: Describe Any Business-Related Property You Own or Have an Interest in. List any real estate in Part 1.

37. Do you own or have any legal or equitable interest in any business-related property?
■ No Go to Part 6.
☐ Yes. Go to line 38. .

Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest in. If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?
■ No. Go to Part 7.
☐ Yes. Go to line 47.

Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above

53. Do you have other property of any kind you did not already list?
Examples: Season tickets, country club membership
■ No
☐ Yes. Give specific information.....

54. Add the dollar value of all of your entries from Part 7. Write that number here $0.00

Part 8: List the Totals of Each Part of this Form

55.	Part 1: Total real estate, line 2			$425,000.00
56	Part 2: Total vehicles, line 5	$16,375.00		
57.	Part 3: Total personal and household items, line 15	$12,200.00		
58.	Part 4: Total financial assets, line 36	$4,533.50		
59.	Part 5: Total business-related property, line 45	$0.00		
60.	Part 6: Total farm- and fishing-related property, line 52	$0.00		
61.	Part 7: Total other property not listed, line 54 +	$0.00		
62	Total personal property. Add lines 56 through 61...	$33,108.50	Copy personal property total	$33,108.50
63.	Total of all property on Schedule A/B. Add line 55 + line 62			$458,108.50

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Fill in this information to identify your case:

Debtor 1: Fawn [redacted] Fenton (First Name / Middle Name / Last Name)

Debtor 2 (Spouse if, filing): (First Name / Middle Name / Last Name)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known):

☐ Check if this is an amended filing

Official Form 106C

Schedule C: The Property You Claim as Exempt

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

Part 1: Identify the Property You Claim as Exempt

1. **Which set of exemptions are you claiming?** *Check one only, even if your spouse is filing with you.*

   ■ You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)

   ☐ You are claiming federal exemptions. 11 U S C § 522(b)(2)

2. **For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.**

Brief description of the property and line on *Schedule A/B* that lists this property	Current value of the portion you own Copy the value from *Schedule A/B*	Amount of the exemption you claim *Check only one box for each exemption.*	Specific laws that allow exemption
2017 Toyota Prius 23,000 miles **VIN:** [redacted] Line from *Schedule A/B*: 3.1	$16,375.00	■ $3,775.00 ☐ 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
AR15, FN-FAL, Glock 23, Rugger SP101 Line from *Schedule A/B*: 10.1	$2,700.00	■ $2,700.00 ☐ 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Clothing/Shoes/Purse Line from *Schedule A/B*: 11.1	$500.00	■ 100% ☐ 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-104
Cash Line from *Schedule A/B*: 16.1	$50.00	■ $50.00 ☐ 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Checking: First Farmers & Merchants Line from *Schedule A/B*: 17.1	$2,000.00	■ $2,000.00 ☐ 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103

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Debtor 1 Fawn Tiffany Fenton Case number (if known)

Brief description of the property and line on *Schedule A/B* that lists this property	Current value of the portion you own Copy the value from *Schedule A/B*	Amount of the exemption you claim *Check only one box for each exemption.*	Specific laws that allow exemption
Savings: First Farmers & Merchants Line from *Schedule A/B*: 17.3	$800.00	■ $800.00 ☐ 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Savings: Ascend Federal CU Line from *Schedule A/B*: 17.4	$150.00	■ $150.00 ☐ 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Federal: 2017 Tax Refund Line from *Schedule A/B*: 28.1	$1,533.50	■ $525.00 ☐ 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103

3. **Are you claiming a homestead exemption of more than $170,350?**
(Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.)

■ No

☐ Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?

☐ No

☐ Yes

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Fill in this information to identify your case:

Debtor 1: Fawn [redacted] Fenton (First Name / Middle Name / Last Name)

Debtor 2 (Spouse if, filing): First Name / Middle Name / Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known)

☐ Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property 12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

☐ No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.

■ Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

	Column A: Amount of claim. Do not deduct the value of collateral.	Column B: Value of collateral that supports this claim	Column C: Unsecured portion, if any
2.1 BanCorp South	$53,967.42	$425,000.00	$0.00

Creditor's Name: Attn: Officer Manager or Agent, 914 Murfreesboro Road, Franklin, TN 37067 (Number, Street, City, State & Zip Code)

Describe the property that secures the claim: 1986 Sunny Side Drive Brentwood, TN 37027 Williamson County Separated Spouse Is on Deed only

As of the date you file, the claim is: Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

Who owes the debt? Check one.
■ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ Check if this claim relates to a community debt

Nature of lien. Check all that apply.
☐ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
■ Other (including a right to offset) Home Equity Line of Credit

Date debt was incurred: Last 4 digits of account number:

	Column A: Amount of claim. Do not deduct the value of collateral.	Column B: Value of collateral that supports this claim	Column C: Unsecured portion, if any
2.2 Bank of America, NA	$240,182.77	$425,000.00	$0.00

Creditor's Name: Attn: Officer Manager or Agent, 4909 Savarese Circle, Tampa, FL 33634 (Number, Street, City, State & Zip Code)

Describe the property that secures the claim: 1986 Sunny Side Drive Brentwood, TN 37027 Williamson County Separated Spouse Is on Deed only

As of the date you file, the claim is: Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed

Who owes the debt? Check one.
■ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ Check if this claim relates to a community debt

Nature of lien. Check all that apply.
☐ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
■ Other (including a right to offset) First Mortgage

Date debt was incurred: Last 4 digits of account number: - 74

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Debtor 1 Fawn [redacted] Fenton
First Name Middle Name Last Name

Case number (if known) _____

2.3	Toyota Motor Credit Co. Creditor's Name Attn Officer Manager or Agent 5005 N River Blvd. NE Cedar Rapids, IA 52411-6634 Number, Street, City, State & Zip Code	Describe the property that secures the claim: 2017 Toyota Prius 23,000 miles VIN: [redacted] As of the date you file, the claim is: Check all that apply ☐ Contingent ☐ Unliquidated ☐ Disputed Nature of lien. Check all that apply. ☐ An agreement you made (such as mortgage or secured car loan) ☐ Statutory lien (such as tax lien, mechanic's lien) ☐ Judgment lien from a lawsuit ■ Other (including a right to offset) PMSI	$12,600.00	$16,375.00	$0.00

Who owes the debt? Check one.
- ■ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ Check if this claim relates to a community debt

Date debt was incurred 09/15/2016 Last 4 digits of account number _____

Add the dollar value of your entries in Column A on this page. Write that number here:	$306,750.19
If this is the last page of your form, add the dollar value totals from all pages. Write that number here:	$306,750.19

Part 2: List Others to Be Notified for a Debt That You Already Listed

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

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Fill in this information to identify your case:

Debtor 1 Fawn [redacted] Fenton
First Name Middle Name Last Name

Debtor 2 (Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known)

☐ Check if this is an amended filing

Official Form 106E/F
Schedule E/F: Creditors Who Have Unsecured Claims 12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY claims and Part 2 for creditors with NONPRIORITY claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Property (Official Form 106A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G). Do not include any creditors with partially secured claims that are listed in Schedule D: Creditors Who Have Claims Secured by Property. If more space is needed, copy the Part you need, fill it out, number the entries in the boxes on the left. Attach the Continuation Page to this page. If you have no information to report in a Part, do not file that Part. On the top of any additional pages, write your name and case number (if known).

Part 1: List All of Your PRIORITY Unsecured Claims

1. **Do any creditors have priority unsecured claims against you?**
   - ☐ No. Go to Part 2
   - ■ Yes.

2. **List all of your priority unsecured claims. If a creditor has more than one priority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. If a claim has both priority and nonpriority amounts, list that claim here and show both priority and nonpriority amounts. As much as possible, list the claims in alphabetical order according to the creditor's name. If you have more than two priority unsecured claims, fill out the Continuation Page of Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3.**

(For an explanation of each type of claim, see the instructions for this form in the instruction booklet.)

		Total claim	Priority amount	Nonpriority amount
2.1	IRS Insolvency Priority Creditor's Name Attn: Officer Manager or Agent PO Box 7346 Philadelphia, PA 19101-7346 Number Street City State Zip Code	Last 4 digits of account number ____ $0.00	$0.00	$0.00

When was the debt incurred? ____

Who incurred the debt? Check one
- ■ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ Check if this claim is for a community debt

Is the claim subject to offset?
- ■ No
- ☐ Yes

As of the date you file, the claim is: Check all that apply
- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of PRIORITY unsecured claim:
- ☐ Domestic support obligations
- ■ Taxes and certain other debts you owe the government
- ☐ Claims for death or personal injury while you were intoxicated
- ☐ Other. Specify Notice

Part 2: List All of Your NONPRIORITY Unsecured Claims

3. **Do any creditors have nonpriority unsecured claims against you?**
   - ☐ No. You have nothing to report in this part. Submit this form to the court with your other schedules.
   - ■ Yes.

4. **List all of your nonpriority unsecured claims in the alphabetical order of the creditor who holds each claim. If a creditor has more than one nonpriority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. Do not list claims already included in Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3. If you have more than three nonpriority unsecured claims fill out the Continuation Page of Part 2.**

Total claim

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Debtor 1 Fawn [redacted] Fenton Case number (if known)

4.1 American Express — $9,518.02
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 981537
El Paso, TX 79998
Number Street City State Zip Code
Who incurred the debt? Check one.
■ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ Check if this claim is for a community debt
Is the claim subject to offset?
■ No
☐ Yes
Last 4 digits of account number
When was the debt incurred?
As of the date you file, the claim is: Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed
Type of NONPRIORITY unsecured claim:
☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
■ Other. Specify Credit Card

4.2 Ascend Federal Credit Union — $17,811.23
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 1210
Tullahoma, TN 37388
Number Street City State Zip Code
Who incurred the debt? Check one.
■ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ Check if this claim is for a community debt
Is the claim subject to offset?
■ No
☐ Yes
Last 4 digits of account number
When was the debt incurred?
As of the date you file, the claim is: Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed
Type of NONPRIORITY unsecured claim:
☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
■ Other. Specify Credit Card

4.3 Bank of America — $11,793.22
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 982238
El Paso, TX 79998
Number Street City State Zip Code
Who incurred the debt? Check one.
■ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ Check if this claim is for a community debt
Is the claim subject to offset?
■ No
☐ Yes
Last 4 digits of account number
When was the debt incurred?
As of the date you file, the claim is: Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed
Type of NONPRIORITY unsecured claim:
☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
■ Other. Specify Credit Card

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Debtor 1 Fawn [redacted] Fenton Case number (if known)

4.4 Capital One Bank USA NA
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 30281
Salt Lake City, UT 84130-0281
Number Street City State Zip Code
Who incurred the debt? Check one.
■ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ Check if this claim is for a community debt
Is the claim subject to offset?
■ No
☐ Yes

Last 4 digits of account number $9,818.83
When was the debt incurred?
As of the date you file, the claim is: Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed
Type of NONPRIORITY unsecured claim:
☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
■ Other. Specify Flexible Spending Account

4.5 Chase Card
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
PO Box 15298
Wilmington, DE 19850
Number Street City State Zip Code
Who incurred the debt? Check one.
■ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ Check if this claim is for a community debt
Is the claim subject to offset?
■ No
☐ Yes

Last 4 digits of account number $0.00
When was the debt incurred?
As of the date you file, the claim is: Check all that apply
☐ Contingent
☐ Unliquidated
☐ Disputed
Type of NONPRIORITY unsecured claim:
☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
■ Other. Specify Notice

Part 3: List Others to Be Notified About a Debt That You Already Listed

5. Use this page only if you have others to be notified about your bankruptcy, for a debt that you already listed in Parts 1 or 2. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the original creditor in Parts 1 or 2, then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Parts 1 or 2, list the additional creditors here. If you do not have additional persons to be notified for any debts in Parts 1 or 2, do not fill out or submit this page.

Name and Address
IRS Insolvency
801 Broadway Room 285
MDP 146
Nashville, TN 37203

On which entry in Part 1 or Part 2 did you list the original creditor?
Line 2.1 of (Check one):
■ Part 1: Creditors with Priority Unsecured Claims
☐ Part 2: Creditors with Nonpriority Unsecured Claims
Last 4 digits of account number

Name and Address
US Attorney General
US Department of Justice
950 Pennsylvania Avenue
Washington, DC 20530

On which entry in Part 1 or Part 2 did you list the original creditor?
Line 2.1 of (Check one):
■ Part 1: Creditors with Priority Unsecured Claims
☐ Part 2: Creditors with Nonpriority Unsecured Claims
Last 4 digits of account number

Part 4: Add the Amounts for Each Type of Unsecured Claim

6. Total the amounts of certain types of unsecured claims. This information is for statistical reporting purposes only. 28 U.S.C. §159. Add the amounts for each type of unsecured claim.

		Total Claim
6a	Domestic support obligations	6a $ 0.00
Total		

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Debtor 1 Fawn [redacted] Fenton Case number (if known)

claims from Part 1	6b.	Taxes and certain other debts you owe the government	6b.	$ 0.00
	6c.	Claims for death or personal injury while you were intoxicated	6c.	$ 0.00
	6d.	Other. Add all other priority unsecured claims. Write that amount here.	6d.	$ 0.00
	6e.	Total Priority. Add lines 6a through 6d.	6e.	$ 0.00
				Total Claim
	6f.	Student loans	6f.	$ 0.00
Total claims from Part 2	6g.	Obligations arising out of a separation agreement or divorce that you did not report as priority claims	6g.	$ 0.00
	6h	Debts to pension or profit-sharing plans, and other similar debts	6h.	$ 0.00
	6i.	Other. Add all other nonpriority unsecured claims. Write that amount here.	6i.	$ 48,941.30
	6j.	Total Nonpriority. Add lines 6f through 6i.	6j.	$ 48,941.30

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Fill in this information to identify your case:

Debtor 1: Fawn [redacted] Fenton (First Name / Middle Name / Last Name)

Debtor 2 (Spouse if, filing): First Name / Middle Name / Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known): _____

☐ Check if this is an amended filing

Official Form 106G

Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the additional page, fill it out, number the entries, and attach it to this page. On the top of any additional pages, write your name and case number (if known).

1. **Do you have any executory contracts or unexpired leases?**
   - ☐ No. Check this box and file this form with the court with your other schedules. You have nothing else to report on this form.
   - ■ Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B:Property* (Official Form 106 A/B).

2. **List separately each person or company with whom you have the contract or lease. Then state what each contract or lease is for (for example, rent, vehicle lease, cell phone).** See the instructions for this form in the instruction booklet for more examples of executory contracts and unexpired leases.

	Person or company with whom you have the contract or lease. Name, Number, Street, City, State and ZIP Code	State what the contract or lease is for
2.1	[redacted] c/o Brookside Properties, Inc. 2002 Richard Jones Road, Suite 200-C Nashville, TN 37215	Assume Residential Lease Ends 08/2020

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Fill in this information to identify your case:

Debtor 1 Fawn [redacted] Fenton
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number
(if known)

☐ Check if this is an amended filing

Official Form 106H
Schedule H: Your Codebtors

12/15

Codebtors are people or entities who are also liable for any debts you may have. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, and number the entries in the boxes on the left. Attach the Additional Page to this page. On the top of any Additional Pages, write your name and case number (if known). Answer every question.

1. Do you have any codebtors? (If you are filing a joint case, do not list either spouse as a codebtor.

■ No
☐ Yes

2. Within the last 8 years, have you lived in a community property state or territory? (*Community property states and territories* include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, and Wisconsin.)

■ No. Go to line 3.
☐ Yes. Did your spouse, former spouse, or legal equivalent live with you at the time?

3. In Column 1, list all of your codebtors. Do not include your spouse as a codebtor if your spouse is filing with you. List the person shown in line 2 again as a codebtor only if that person is a guarantor or cosigner. Make sure you have listed the creditor on Schedule D (Official Form 106D), Schedule E/F (Official Form 106E/F), or Schedule G (Official Form 106G). Use Schedule D, Schedule E/F, or Schedule G to fill out Column 2.

	Column 1: Your codebtor Name, Number, Street, City, State and ZIP Code	*Column 2:* The creditor to whom you owe the debt Check all schedules that apply:
3.1	Name Number Street City State ZIP Code	☐ Schedule D, line ☐ Schedule E/F, line ☐ Schedule G, line
3.2	Name Number Street City State ZIP Code	☐ Schedule D, line ☐ Schedule E/F, line ☐ Schedule G, line

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Fill in this information to identify your case:

Debtor 1 Fawn [redacted] Fenton

Debtor 2 (Spouse if filing)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (If known)

Check if this is:
- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

Official Form 106I

Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. **Fill in your employment information.**

   If you have more than one job, attach a separate page with information about additional employers.

   Include part-time, seasonal, or self-employed work.

   Occupation may include student or homemaker, if it applies

	Debtor 1	Debtor 2 or non-filing spouse
Employment status	■ Employed ☐ Not employed	☐ Employed ☐ Not employed
Occupation	Architect	
Employer's name	Adkisson & Associates, Architects, Inc.	
Employer's address	3322 West End Ave. Suite 103 Nashville, TN 37203	
How long employed there?	August 2006	

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write $0 in the space. Include your non-filing spouse unless you are separated

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

		For Debtor 1	For Debtor 2 or non-filing spouse
2.	List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	2. $ 7,500.00	$ N/A
3.	Estimate and list monthly overtime pay.	3. +$ 0.00	+$ N/A
4.	Calculate gross Income. Add line 2 + line 3.	4. $ 7,500.00	$ N/A

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Debtor 1 Fawn [redacted] Fenton Case number (if known)

			For Debtor 1	For Debtor 2 or non-filing spouse
	Copy line 4 here	4.	$ 7,500.00	$ N/A
5.	List all payroll deductions:			
5a.	Tax, Medicare, and Social Security deductions	5a.	$ 1,654.96	$ N/A
5b.	Mandatory contributions for retirement plans	5b	$ 0.00	$ N/A
5c.	Voluntary contributions for retirement plans	5c.	$ 0.00	$ N/A
5d.	Required repayments of retirement fund loans	5d.	$ 0.00	$ N/A
5e.	Insurance	5e.	$ 0.00	$ N/A
5f.	Domestic support obligations	5f.	$ 0.00	$ N/A
5g.	Union dues	5g.	$ 0.00	$ N/A
5h.	Other deductions. Specify:	5h.+	$ 0.00 +	$ N/A
6.	Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6.	$ 1,654.96	$ N/A
7.	Calculate total monthly take-home pay. Subtract line 6 from line 4.	7.	$ 5,845.04	$ N/A
8.	List all other income regularly received:			
8a.	Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a.	$ 0.00	$ N/A
8b.	Interest and dividends	8b.	$ 0.00	$ N/A
8c.	Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c.	$ 0.00	$ N/A
8d.	Unemployment compensation	8d.	$ 0.00	$ N/A
8e.	Social Security	8e.	$ 0.00	$ N/A
8f.	Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify:	8f.	$ 0.00	$ N/A
8g.	Pension or retirement income	8g	$ 0.00	$ N/A
8h.	Other monthly income. Specify:	8h.+	$ 0.00 +	$ N/A
9.	Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9.	$ 0.00	$ N/A
10	Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10.	$ 5,845.04 +	$ N/A = $ 5,845.04

11. State all other regular contributions to the expenses that you list in *Schedule J*.
Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives.
Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in *Schedule J*.
Specify: 11. +$ 0.00

12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the *Summary of Schedules* and *Statistical Summary of Certain Liabilities* and Related *Data*, if it applies 12. $ 5,845.04
Combined monthly income

13. Do you expect an increase or decrease within the year after you file this form?
■ No.
☐ Yes. Explain:

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Fill in this information to identify your case:

Debtor 1: Fawn [redacted] Fenton

Debtor 2 (Spouse, if filing):

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (If known):

Check if this is:
- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

Official Form 106J

Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

[redacted] Describe Your Household

1. **Is this a joint case?**
   - ■ No. Go to line 2.
   - ☐ Yes. Does Debtor 2 live in a separate household?
     - ☐ No
     - ☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household* of Debtor 2.

2. **Do you have dependents?** ■ No
   Do not list Debtor 1 and Debtor 2. ☐ Yes
   Do not state the dependents names.

Fill out this information for each dependent.....	Dependent's relationship to Debtor 1 or Debtor 2	Dependent's age	Does dependent live with you?
			☐ No ☐ Yes
			☐ No ☐ Yes
			☐ No ☐ Yes
			☐ No ☐ Yes

3. **Do your expenses include expenses of people other than yourself and your dependents?** ■ No ☐ Yes

Part 2: [redacted] Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

		Your expenses
4.	**The rental or home ownership expenses for your residence.** Include first mortgage payments and any rent for the ground or lot.	4. $ 1,229.00
	If not included in line 4:	
4a.	Real estate taxes	4a. $ 0.00
4b.	Property, homeowner's, or renter's insurance	4b $ 15.00
4c.	Home maintenance, repair, and upkeep expenses	4c. $ 0.00
4d.	Homeowner's association or condominium dues	4d $ 0.00
5	Additional mortgage payments for your residence, such as home equity loans	5. $ 0.00

Debtor 1 Fawn [redacted] Fenton Case number (if known)

6.	**Utilities:**		
6a.	Electricity, heat, natural gas	6a. $	90.00
6b	Water, sewer, garbage collection	6b $	0.00
6c.	Telephone, cell phone, internet, satellite, and cable services	6c $	100.00
6d.	Other. Specify:	6d. $	0.00
7	**Food and housekeeping supplies**	7 $	500.00
8.	**Childcare and children's education costs**	8. $	0.00
9.	**Clothing, laundry, and dry cleaning**	9. $	89.00
10.	**Personal care products and services**	10. $	50.00
11.	**Medical and dental expenses**	11. $	10.00
12.	**Transportation.** Include gas, maintenance, bus or train fare. Do not include car payments.	12. $	150.00
13.	**Entertainment, clubs, recreation, newspapers, magazines, and books**	13. $	50.00
14.	**Charitable contributions and religious donations**	14. $	25.00
15.	**Insurance.** Do not include insurance deducted from your pay or included in lines 4 or 20.		
15a.	Life insurance	15a. $	0.00
15b.	Health insurance	15b. $	0.00
15c.	Vehicle insurance	15c. $	200.00
15d.	Other insurance. Specify:	15d $	0.00
16.	**Taxes.** Do not include taxes deducted from your pay or included in lines 4 or 20. Specify:	16. $	0.00
17.	**Installment or lease payments:**		
17a.	Car payments for Vehicle 1	17a. $	0.00
17b.	Car payments for Vehicle 2	17b. $	0.00
17c.	Other. Specify: Storage	17c. $	117.00
17d.	Other. Specify:	17d. $	0.00
18.	**Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, *Schedule I, Your Income* (Official Form 106I).**	18. $	0.00
19.	**Other payments you make to support others who do not live with you.** Specify:	19. $	0.00
20.	**Other real property expenses not included in lines 4 or 5 of this form or on *Schedule I: Your Income*.**		
20a.	Mortgages on other property	20a. $	0.00
20b	Real estate taxes	20b. $	0.00
20c.	Property, homeowner's, or renter's insurance	20c. $	0.00
20d	Maintenance, repair, and upkeep expenses	20d. $	0.00
20e.	Homeowner's association or condominium dues	20e. $	0.00
21.	**Other:** Specify: Pet Supplies - 1 Dog & 2 Bunnies & Fish	21. +$	400.00
22.	**Calculate your monthly expenses**		
22a.	Add lines 4 through 21.		$ 3,025.00
22b.	Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2		$
22c.	Add line 22a and 22b. The result is your monthly expenses.		$ 3,025.00
23.	**Calculate your monthly net income.**		
23a.	Copy line 12 *(your combined monthly income)* from Schedule I.	23a $	5,845.04
23b.	Copy your monthly expenses from line 22c above.	23b. -$	3,025.00
23c.	Subtract your monthly expenses from your monthly income. The result is your *monthly net income*.	23c. $	2,820.04

24. **Do you expect an increase or decrease in your expenses within the year after you file this form?**
For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?

■ No
☐ Yes. Explain here:

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Fill in this information to identify your case:

Debtor 1 **Fawn [redacted] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number
(if known)

☐ Check if this is an amended filing

Official Form 106Dec

Declaration About an Individual Debtor's Schedules

12/15

If two married people are filing together, both are equally responsible for supplying correct information.

You must file this form whenever you file bankruptcy schedules or amended schedules. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

[redacted] **Sign Below**

Did you pay or agree to pay someone who is NOT an attorney to help you fill out bankruptcy forms?

■ No

☐ Yes. Name of person _____ Attach *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119)

Under penalty of perjury, I declare that I have read the summary and schedules filed with this declaration and that they are true and correct.

X **/s/ Fawn Tiffany Fenton**
Fawn [redacted] Fenton
Signature of Debtor 1

Date **April 26, 2019**

X _____
Signature of Debtor 2

Date _____

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Debtor 1 Fawn [redacted] Fenton Case number (if known)

14 **Within 2 years before you filed for bankruptcy, did you give any gifts or contributions with a total value of more than $600 to any charity?**

■ No
☐ Yes. Fill in the details for each gift or contribution.

Gifts or contributions to charities that total more than $600 Charity's Name Address (Number, Street, City, State and ZIP Code)	Describe what you contributed	Dates you contributed	Value

Part 6: List Certain Losses

15 **Within 1 year before you filed for bankruptcy or since you filed for bankruptcy, did you lose anything because of theft, fire, other disaster, or gambling?**

■ No
☐ Yes. Fill in the details.

Describe the property you lost and how the loss occurred	Describe any insurance coverage for the loss Include the amount that insurance has paid. List pending insurance claims on line 33 of *Schedule A/B: Property*.	Date of your loss	Value of property lost

Part 7: List Certain Payments or Transfers

16. **Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone you consulted about seeking bankruptcy or preparing a bankruptcy petition?**
Include any attorneys, bankruptcy petition preparers, or credit counseling agencies for services required in your bankruptcy.

☐ No
■ Yes. Fill in the details.

Person Who Was Paid Address Email or website address Person Who Made the Payment, if Not You	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
DebtorCC, Inc.	Credit Counseling	04/01/2019	$15.00

17 **Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone who promised to help you deal with your creditors or to make payments to your creditors?**
Do not include any payment or transfer that you listed on line 16.

■ No
☐ Yes. Fill in the details.

Person Who Was Paid Address	Description and value of any property transferred	Date payment or transfer was made	Amount of payment

18. **Within 2 years before you filed for bankruptcy, did you sell, trade, or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your business or financial affairs?**
Include both outright transfers and transfers made as security (such as the granting of a security interest or mortgage on your property). Do not include gifts and transfers that you have already listed on this statement.

☐ No
■ Yes. Fill in the details.

Person Who Received Transfer Address Person's relationship to you	Description and value of property transferred	Describe any property or payments received or debts paid in exchange	Date transfer was made
Jeffrey Fenton 1986 Sunny Side Drive Brentwood, TN 37027	2003 Buick LeSabre	None	January 2019

19 **Within 10 years before you filed for bankruptcy, did you transfer any property to a self-settled trust or similar device of which you are a**

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Debtor 1 Fawn [redacted] Fenton Case number (if known)

beneficiary? (These are often called *asset-protection devices*)

■ No

☐ Yes. Fill in the details.

Name of trust	Description and value of the property transferred	Date Transfer was made

Part 8: List of Certain Financial Accounts, Instruments, Safe Deposit Boxes, and Storage Units

20. **Within 1 year before you filed for bankruptcy, were any financial accounts or instruments held in your name, or for your benefit, closed, sold, moved, or transferred?**
Include checking, savings, money market, or other financial accounts; certificates of deposit; shares in banks, credit unions, brokerage houses, pension funds, cooperatives, associations, and other financial institutions.

■ No

☐ Yes. Fill in the details.

Name of Financial Institution and Address (Number, Street, City, State and ZIP Code)	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer

21. **Do you now have, or did you have within 1 year before you filed for bankruptcy, any safe deposit box or other depository for securities, cash, or other valuables?**

■ No

☐ Yes. Fill in the details.

Name of Financial Institution Address (Number, Street, City, State and ZIP Code)	Who else had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?

22. **Have you stored property in a storage unit or place other than your home within 1 year before you filed for bankruptcy?**

☐ No

■ Yes. Fill in the details.

Name of Storage Facility Address (Number, Street, City, State and ZIP Code)	Who else has or had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
Mallory Station Storage 309 Mallory Station Rd Franklin, TN 37067	Fawn [redacted] Fenton [redacted] Brentwood, TN 37027	Books, Luggage, Pet Supplies, Christmas decorations	☐ No ■ Yes

Part 9: Identify Property You Hold or Control for Someone Else

23. **Do you hold or control any property that someone else owns? Include any property you borrowed from, are storing for, or hold in trust for someone.**

■ No

☐ Yes. Fill in the details.

Owner's Name Address (Number, Street, City, State and ZIP Code)	Where is the property? (Number, Street, City, State and ZIP Code)	Describe the property	Value

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Debtor 1 Fawn [redacted] Fenton Case number (if known)

Part 10: Give Details About Environmental Information

For the purpose of Part 10, the following definitions apply:

- *Environmental law* means any federal, state, or local statute or regulation concerning pollution, contamination, releases of hazardous or toxic substances, wastes, or material into the air, land, soil, surface water, groundwater, or other medium, including statutes or regulations controlling the cleanup of these substances, wastes, or material.
- *Site* means any location, facility, or property as defined under any environmental law, whether you now own, operate, or utilize it or used to own, operate, or utilize it, including disposal sites.
- *Hazardous material* means anything an environmental law defines as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, contaminant, or similar term.

Report all notices, releases, and proceedings that you know about, regardless of when they occurred.

24. Has any governmental unit notified you that you may be liable or potentially liable under or in violation of an environmental law?

- ■ No
- ☐ Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice

25. Have you notified any governmental unit of any release of hazardous material?

- ■ No
- ☐ Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice

26. Have you been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

- ■ No
- ☐ Yes. Fill in the details.

Case Title Case Number	Court or agency Name Address (Number, Street, City, State and ZIP Code)	Nature of the case	Status of the case

Part 11: Give Details About Your Business or Connections to Any Business

27. Within 4 years before you filed for bankruptcy, did you own a business or have any of the following connections to any business?

- ☐ A sole proprietor or self-employed in a trade, profession, or other activity, either full-time or part-time
- ☐ A member of a limited liability company (LLC) or limited liability partnership (LLP)
- ☐ A partner in a partnership
- ☐ An officer, director, or managing executive of a corporation
- ☐ An owner of at least 5% of the voting or equity securities of a corporation
- ■ No. None of the above applies. Go to Part 12.
- ☐ Yes. Check all that apply above and fill in the details below for each business.

Business Name Address (Number, Street, City, State and ZIP Code)	Describe the nature of the business Name of accountant or bookkeeper	Employer Identification number Do not include Social Security number or ITIN. Dates business existed

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Debtor 1 Fawn [redacted] Fenton Case number (if known) _____

28. **Within 2 years before you filed for bankruptcy, did you give a financial statement to anyone about your business? Include all financial institutions, creditors, or other parties.**

■ No
☐ Yes. Fill in the details below.

Name Address (Number, Street, City, State and ZIP Code)	Date Issued
[redacted]	[redacted]

Part 12: Sign Below

I have read the answers on this *Statement of Financial Affairs* and any attachments, and I declare under penalty of perjury that the answers are true and correct. I understand that making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

/s/ **Fawn Tiffany Fenton**
Fawn [redacted] Fenton
Signature of Debtor 1

Signature of Debtor 2

Date April 26, 2019 **Date** _____

Did you attach additional pages to *Your Statement of Financial Affairs for Individuals Filing for Bankruptcy* (Official Form 107)?
■ No
☐ Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out bankruptcy forms?
■ No
☐ Yes Name of Person _____. Attach the *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119).

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Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)

This notice is for you if:

You are an individual filing for bankruptcy, and

Your debts are primarily consumer debts. *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

The types of bankruptcy that are available to individuals

Individuals who meet the qualifications may file under one of four different chapters of Bankruptcy Code:

Chapter 7 - Liquidation

Chapter 11 - Reorganization

Chapter 12 - Voluntary repayment plan for family farmers or fishermen

Chapter 13 - Voluntary repayment plan for individuals with regular income

You should have an attorney review your decision to file for bankruptcy and the choice of chapter.

Chapter 7: Liquidation

	$245	filing fee
	$75	administrative fee
+	$15	trustee surcharge
	$335	total fee

Chapter 7 is for individuals who have financial difficulty preventing them from paying their debts and who are willing to allow their nonexempt property to be used to pay their creditors. The primary purpose of filing under chapter 7 is to have your debts discharged. The bankruptcy discharge relieves you after bankruptcy from having to pay many of your pre-bankruptcy debts. Exceptions exist for particular debts, and liens on property may still be enforced after discharge. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

However, if the court finds that you have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge.

You should know that even if you file chapter 7 and you receive a discharge, some debts are not discharged under the law. Therefore, you may still be responsible to pay:

most taxes;

most student loans;

domestic support and property settlement obligations;

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most fines, penalties, forfeitures, and criminal restitution obligations; and

certain debts that are not listed in your bankruptcy papers.

You may also be required to pay debts arising from:

fraud or theft;

fraud or defalcation while acting in breach of fiduciary capacity;

intentional injuries that you inflicted; and

death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs.

If your debts are primarily consumer debts, the court can dismiss your chapter 7 case if it finds that you have enough income to repay creditors a certain amount. You must file *Chapter 7 Statement of Your Current Monthly Income* (Official Form 122A–1) if you are an individual filing for bankruptcy under chapter 7. This form will determine your current monthly income and compare whether your income is more than the median income that applies in your state.

If your income is not above the median for your state, you will not have to complete the other chapter 7 form, the *Chapter 7 Means Test Calculation* (Official Form 122A–2).

If your income is above the median for your state, you must file a second form —the *Chapter 7 Means Test Calculation* (Official Form 122A–2). The calculations on the form— sometimes called the *Means Test*—deduct from your income living expenses and payments on certain debts to determine any amount available to pay unsecured creditors. If your income is more than the median income for your state of residence and family size, depending on the results of the *Means Test*, the U.S. trustee, bankruptcy administrator, or creditors can file a motion to dismiss your case under § 707(b) of the Bankruptcy Code. If a motion is filed, the court will decide if your case should be dismissed. To avoid dismissal, you may choose to proceed under another chapter of the Bankruptcy Code.

If you are an individual filing for chapter 7 bankruptcy, the trustee may sell your property to pay your debts, subject to your right to exempt the property or a portion of the proceeds from the sale of the property. The property, and the proceeds from property that your bankruptcy trustee sells or liquidates that you are entitled to, is called *exempt property*. Exemptions may enable you to keep your home, a car, clothing, and household items or to receive some of the proceeds if the property is sold.

Exemptions are not automatic. To exempt property, you must list it on *Schedule C: The Property You Claim as Exempt* (Official Form 106C). If you do not list the property, the trustee may sell it and pay all of the proceeds to your creditors.

Chapter 11: Reorganization

	$1,167	filing fee
+	$550	administrative fee
	$1,717	total fee

Chapter 11 is often used for reorganizing a business, but is also available to individuals. The provisions of chapter 11 are too complicated to summarize briefly

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Read These Important Warnings

Because bankruptcy can have serious long-term financial and legal consequences, including loss of your property, you should hire an attorney and carefully consider all of your options before you file. Only an attorney can give you legal advice about what can happen as a result of filing for bankruptcy and what your options are. If you do file for bankruptcy, an attorney can help you fill out the forms properly and protect you, your family, your home, and your possessions.

Although the law allows you to represent yourself in bankruptcy court, you should understand that many people find it difficult to represent themselves successfully. The rules are technical, and a mistake or inaction may harm you. If you file without an attorney, you are still responsible for knowing and following all of the legal requirements.

You should not file for bankruptcy if you are not eligible to file or if you do not intend to file the necessary documents.

Bankruptcy fraud is a serious crime; you could be fined and imprisoned if you commit fraud in your bankruptcy case. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Chapter 12: Repayment plan for family farmers or fishermen

	$200	filing fee
+	$75	administrative fee
	$275	total fee

Similar to chapter 13, chapter 12 permits family farmers and fishermen to repay their debts over a period of time using future earnings and to discharge some debts that are not paid.

Chapter 13: Repayment plan for individuals with regular income

	$235	filing fee
+	$75	administrative fee
	$310	total fee

Chapter 13 is for individuals who have regular income and would like to pay all or part of their debts in installments over a period of time and to discharge some debts that are not paid. You are eligible for chapter 13 only if your debts are not more than certain dollar amounts set forth in 11 U.S.C. § 109

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, usually using your future earnings. If the court approves your plan, the court will allow you to repay your debts, as adjusted by the plan, within 3 years or 5 years, depending on your income and other factors.

After you make all the payments under your plan, many of your debts are discharged. The debts that are not discharged and that you may still be responsible to pay include:

- domestic support obligations,
- most student loans,
- certain taxes,
- debts for fraud or theft,
- debts for fraud or defalcation while acting in a fiduciary capacity,
- most criminal fines and restitution obligations,
- certain debts that are not listed in your bankruptcy papers,
- certain debts for acts that caused death or personal injury, and
- certain long-term secured debts

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Warning: File Your Forms on Time

Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information about your creditors, assets, liabilities, income, expenses and general financial condition. The court may dismiss your bankruptcy case if you do not file this information within the deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court.

For more information about the documents and their deadlines, go to: http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure.

Bankruptcy crimes have serious consequences

If you knowingly and fraudulently conceal assets or make a false oath or statement under penalty of perjury—either orally or in writing—in connection with a bankruptcy case, you may be fined, imprisoned, or both.

All information you supply in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the U.S. Trustee, the Office of the U.S. Attorney, and other offices and employees of the U S Department of Justice.

Make sure the court has your mailing address

The bankruptcy court sends notices to the mailing address you list on *Voluntary Petition for Individuals Filing for Bankruptcy* (Official Form 101). To ensure that you receive information about your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address.

A married couple may file a bankruptcy case together—called a *joint case*. If you file a joint case and each spouse lists the same mailing address on the bankruptcy petition, the bankruptcy court generally will mail you and your spouse one copy of each notice, unless you file a statement with the court asking that each spouse receive separate copies.

Understand which services you could receive from credit counseling agencies

The law generally requires that you receive a credit counseling briefing from an approved credit counseling agency. 11 U.S.C. § 109(h). If you are filing a joint case, both spouses must receive the briefing. With limited exceptions, you must receive it within the 180 days ***before*** you file your bankruptcy petition. This briefing is usually conducted by telephone or on the Internet.

In addition, after filing a bankruptcy case, you generally must complete a financial management instructional course before you can receive a discharge. If you are filing a joint case, both spouses must complete the course.

You can obtain the list of agencies approved to provide both the briefing and the instructional course from: http://justice.gov/ust/eo/hapcpa/ccde/cc_approved.html

In Alabama and North Carolina, go to: http://www.uscourts.gov/FederalCourts/Bankruptcy/BankruptcyResources/ApprovedCreditAndDebtCounselors.aspx.

If you do not have access to a computer, the clerk of the bankruptcy court may be able to help you obtain the list.

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B2030 (Form 2030) (12/15)

United States Bankruptcy Court
Middle District of Tennessee

In re Fawn [redacted] Fenton Debtor(s) Case No. Chapter 13

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1 Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	$	4,250.00
Prior to the filing of this statement I have received	$	0.00
Balance Due	$	4,250.00

2. The source of the compensation paid to me was:

■ Debtor ☐ Other (specify):

3. The source of compensation to be paid to me is:

■ Debtor ☐ Other (specify):

4. ■ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

a. [Other provisions as needed]
Please refer to the attached Rights and Responsibilities of the Chapter 13 Debtor and Attorney

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:
Please refer to the attached Rights and Responsibilities of the Chapter 13 Debtor and Attorney

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

April 26, 2019
Date

/s/ Mary Beth Ausbrooks
Mary Beth Ausbrooks
Signature of Attorney
Rothschild & Ausbrooks PLLC
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 Fax: (615) 242-2003
notice@rothschildbklaw.com
Name of law firm

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RIGHTS AND RESPONSIBILITIES OF CHAPTER 13 CLIENTS AND ATTORNEYS

It is important for clients who file a bankruptcy case under Chapter 13 to understand their rights and responsibilities. It is also important that the clients know what their attorney's responsibilities are, and understand the importance of communicating with their attorney to make the case successful. Clients should also know that they may expect certain services to be performed by their attorney. The below guidelines provided by the Court are hereby agreed to by the clients and their attorneys.

CLIENT

The attorney and client acknowledge that they have discussed the obligation of the client to:

Before the case is filed:

1. Provide the attorney with complete and accurate financial information, including all debts owed, all property owned, an accurate, current and projected budget, copies of all required tax returns or transcripts from the IRS, and 6 months of pay stubs.
2. Inform the attorney of any prior bankruptcies and the outcome of those proceedings.
3. Discuss with the attorney the client's reasons and objectives for filing the case.
4. Review the complete bankruptcy petition (including all schedules and statements) upon its receipt and promptly advise the attorney of any errors, omissions, or changes which need to be made.

After the case is filed:

1. Pay the Trustee within 30 days of filing.
2. Keep the trustee and attorney informed of the client's address, telephone number and employment.
3. Inform the attorney of any wage garnishment or attachment of assets which occurs or continues after the case is filed.
4. Review the Confirmation Order when received, and advise the attorney if the client has questions about which creditors are being paid and how much or if the client has questions about anything the debtor must do.
5. Review the Trustee's Notice of Intent to Pay Claims when received, and advise the attorney of any filed claim that appears to be improper or excessive, or any creditor who has not filed a proof of claim but the client wants to make sure is paid.
6. Insure all property of the estate, including maintaining liability, collision, and comprehensive insurance on vehicles securing loans or leases.
7. Contact the attorney promptly if the client loses his/her job, becomes ill, experiences a budget change, or is otherwise unable to make plan payments.
8. Inform the attorney if any tax refunds the client is entitled to are seized or not returned to the client by the IRS.
9. Provide the documentation/information requested by attorney for the attorney to file necessary post-petition motions (tax returns, pay stubs, amended budget).

10. Contact the attorney before buying, refinancing, or selling real property or a motor vehicle or before entering into any loan agreements to find out what approvals are required, including retaining a real estate agent or listing property for sale.
11. Contact the attorney if the debtor receives an inheritance.
12. Contact the attorney if the client is sued during the case.
13. Contact the attorney if the client has any potential lawsuits against another person or company after the bankruptcy is filed.
14. Attend a financial management workshop no later than the due date of the last scheduled plan payment.
15. Open and read all mail from the attorney, Trustee, or Bankruptcy Court.

ATTORNEY

The attorney has agreed to accept a flat fee of $ 1200 for all aspects of the bankruptcy case except for services excluded from the flat fee (described below). For some of the excluded services, the attorney has agreed to limit the fees to amounts set by the Bankruptcy Court for the specific services. For the remaining excluded services, the attorney may request additional fees on an hourly basis in accordance with the agreement between the attorney and the client.

Fees shall be paid by the Trustee through the plan unless otherwise ordered. The attorney may not receive fees directly from the client other than the initial retainer, unless paid by a third party, in which event such payment must be fully disclosed to the Bankruptcy Court. Any fee must be agreed upon by the client and the attorney, and approved by the court.

Services included in the flat fee. The services the attorney agrees to provide for the flat fee include:

1. Meet with the client to review the client's debts, assets, liabilities, income, and expenses. Request appropriate financial information, including credit reports and information on any mortgage debt or support obligation.
2. Conduct necessary due diligence regarding any prior bankruptcies involving the client.
3. Counsel the client regarding the advisability of filing a bankruptcy and whether filing either a Chapter 7 or Chapter 13 case would assist in meeting the client's objectives; discuss procedures in both Chapter 7 and Chapter 13 with the client, and answer the client's questions.
4. Explain what payments will be made directly by the client and what payments will be made through the client's Chapter 13 plan.
5. Explain to the client how, when, and where to make the Chapter 13 plan payments, including advising the client that the first plan payment must be made to the Trustee no later than 30 days after the case is filed.
6. Explain to the client how the attorney's fees and trustee's fees are paid, providing a signed copy of the contract between the client and the attorney and a copy of this Rights and Responsibilities to the debtor.

7. Advise the client of the requirement to attend the 341 Meeting of Creditors, arriving early, and instruct the client as to the date, time, and place of the meeting. Advise the client to bring a copy of the petition and the schedules and statements to the Meeting.
8. Advise the client of the necessity of maintaining liability, collision, and comprehensive insurance on vehicles securing loans or leases and advise the client of the duty to insure all property of the estate.
9. Timely prepare and file the client's petition, plan, statements, and schedules.
10. Ensure that if the plan includes a motion to void liens, that the collateral is identified and an exemption is claimed.
11. Ensure proper notice and service of the plan.
12. Appear at the 341 Meeting of Creditors with the client.
13. Review all documents filed in the case and all communications concerning the case.
14. Respond to objections to plan confirmation and, where necessary, prepare an amended plan, and appear at the confirmation hearing.
15. Explain that a plan may be modified after confirmation and, where needed, prepare, file, and serve necessary modifications to the plan which may include suspending, lowering, or increasing plan payments.
16. Prepare, file, and serve necessary amended statements and schedules in accordance with information provided by the client.
17. Review the confirmation order and the Trustee's notice of intent to pay claims.
18. If necessary, object to improper or invalid claims based upon information provided by the client.
19. File claims for creditors when the client's goals and interests are served by such filing.
20. Respond to client communications, advising the client of the best and most efficient means of communications.
21. File notice of change of employment/change of address.
22. Represent the client in connection with all motions filed in the bankruptcy case, other than those listed in the excluded services below.
23. Where appropriate, prepare, file, and serve necessary motions to avoid liens on real or personal property.

Additional services requiring additional limited fees. The following services are not included in the flat fee, but the attorney has agreed to provide these services, when necessary and appropriate for the case, for additional compensation based on a fee schedule approved by the Court. The maximum additional fee for work performed in connection with obtaining the necessary Court approval for certain activities is indicated below:

1. Mortgage loan modification of the claim secured by the debtor's principal residence – up to $500
2. Substitution of collateral – up to $400.
3. Retention of a realtor, auctioneer or other professional relating to the sale of property or representing the interests of the estate – up to $200
4. Sale of property and disposition of the proceeds, resulting in the closing of such sale and the filing of any necessary report of the sale – up to $300.

5. Retention of special counsel relating to collecting or pursuing a cause of action in a different judicial forum and that results in the filing of a motion and order authorizing the approval of a settlement of such litigation – up to $300.

Additional services on an hourly basis. The following services are not included in the flat fee and are not covered by any specific cap on fee, but the attorney has agreed to provide these services, when necessary and appropriate for the case, but may charge an hourly rate for the work performed – subject to Court approval:

1. Motions for sanctions or contempt.
2. Representation at a Rule 2004 examination.

Services the attorney has not agreed to provide. The attorney has not agreed to represent the client in any adversary proceeding or certain contested matters placed on an "adversary track" by order of the Court, unless the details of such separate litigation representation are spelled out in an addendum to this agreement or in a separate supplemental contract. The client will be fully apprised of any such anticipated litigation that would not be covered by this agreement.

Effective Date: 4-24-19

Rothschild & Ausbrooks, PLLC

By: _____

_____
CLIENT Jason T Fenton

_____
CLIENT (*if joint*)

United States Bankruptcy Court
Middle District of Tennessee

In re Fawn [redacted] Fenton
Debtor(s)

Case No.
Chapter 13

VERIFICATION OF CREDITOR MATRIX

The above-named Debtor hereby verifies that the attached list of creditors is true and correct to the best of his/her knowledge.

Date: April 26, 2019

/s/ Fawn [redacted] Fenton
Fawn [redacted] Fenton
Signature of Debtor

FAWN [redacted] FENTON
[redacted]
BRENTWOOD TN 37027

MARY BETH AUSBROOKS
ROTHSCHILD & AUSBROOKS PLLC
1222 16TH AVENUE SOUTH, SUITE 12
NASHVILLE, TN 37212-2926

AMERICAN EXPRESS
ATTN: OFFICER MANAGER OR AGENT
PO BOX 981537
EL PASO TX 79998

ASCEND FEDERAL CREDIT UNION
ATTN: OFFICER MANAGER OR AGENT
PO BOX 1210
TULLAHOMA TN 37388

BANCORP SOUTH
ATTN: OFFICER MANAGER OR AGENT
914 MURFREESBORO ROAD
FRANKLIN TN 37067

BANK OF AMERICA
ATTN: OFFICER MANAGER OR AGENT
PO BOX 982238
EL PASO TX 79998

BANK OF AMERICA, NA
ATTN: OFFICER MANAGER OR AGENT
4909 SAVARESE CIRCLE
TAMPA FL 33634

CAPITAL ONE BANK USA NA
ATTN: OFFICER MANAGER OR AGENT
PO BOX 30281
SALT LAKE CITY UT 84130-0281

CHASE CARD
ATTN: OFFICER MANAGER OR AGENT
PO BOX 15298
WILMINGTON DE 19850

IRS INSOLVENCY
ATTN: OFFICER MANAGER OR AGENT
PO BOX 7346
PHILADELPHIA PA 19101-7346

IRS INSOLVENCY
801 BROADWAY ROOM 285
MDP 146
NASHVILLE TN 37203

TOYOTA MOTOR CREDIT CO.
ATTN OFFICER MANAGER OR AGENT
5005 N RIVER BLVD. NE
CEDAR RAPIDS IA 52411-6634

US ATTORNEY GENERAL
US DEPARTMENT OF JUSTICE
950 PENNSYLVANIA AVENUE
WASHINGTON DC 20530

[redacted]
C/O BROOKSIDE PROPERTIES, INC.
2002 RICHARD JONES ROAD, SUITE 200-C
NASHVILLE TN 37215

FILED
WILLIAMSON COUNTY
CLERK & MASTER
2019 AUG -6 AM 11:33

ORDER EXTENDING EX-PARTE/TEMPORARY ORDER OF PROTECTION

Case No 48419B
Court Chancery
County Williamson Tennessee
FILED FOR ENTRY 8/13/19

PETITIONER/PLAINTIFF

Fawn T. Fenton
First Middle Last

PETITIONER/PLAINTIFF IDENTIFIERS

1/22/73
Date of Birth of Petitioner

RECEIVED BY
Judges' Chambers
Date: 8-6-19

Minor Children Protected Under this Order:

_____

_____

V.

RESPONDENT

Jeffrey Ryan Fenton
First Middle Last

Relationship to Petitioner Husband
Address & Phone No. 1986 Sunnyside Dr
Brentwood TN 37027
Respondent's Employer Self employed

RESPONDENT IDENTIFIERS

SEX		5'9		
M		240		
EYES	HAIR	Caucasian		
Blue	Black/Gray			

Distinguishing Features: _____

It appearing to the Court that: (check all applicable)

☐ The Respondent was not served with the Ex Parte Order of Protection and law enforcement is requested to RE-ATTEMPT to serve the Respondent prior to the hearing date of _____.

☑ The parties have agreed to continue this matter to the 29th day of August 2019 at 9am o'clock ✓ a.m./p.m. Failure of the Petitioner to appear on that date could result in the petition being dismissed. Likewise, failure of the Respondent to appear on that date could result in the granting of the Petitioner's petition. The parties have also agreed to extend the Ex Parte Order of Protection

3.21.19

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until this hearing date. Respondent specifically waived the right to have a full hearing on the Ex Parte Order of Protection within fifteen days of issuance of the Ex Parte Order of Protection.

☑ It is necessary for the Court to consider the evidence presented during the hearing on the Ex Parte Order of Protection and the Ex Parte Order of Protection should be continued in full force and effect until the Court enters its final decision on the request for an Order of Protection. Said final decision on the request for an Order of Protection will be entered on or before August 29, , 2019.

☐ On the request and granting of the request of the Respondent to obtain counsel, the Ex Parte Order of Protection entered in this matter will remain in full force and effect until the hearing scheduled for the _____ day of _____ at ____ o'clock ___a.m./p.m. Respondent specifically waived the right to have a full hearing on the Ex Parte Order of Protection within fifteen days of issuance of the Ex Parte Order of Protection.

☑ Other: Parties agreed in Open Court on 8/1/19 with Husband present and with counsel to leave the Exparte in full force & effect and to waive right to hearing.

IT IS THEREFORE ORDERED that the Ex Parte Order of Protection entered in this matter on the ____ day of _____, 20___ is extended and will remain in full force and effect until a hearing on the 29 day of August, 2019 in the courtroom of the Chancery Court of Williamson County, Tennessee.

It is further ordered that the clerk of court is to immediately serve the parties or their counsel and the Williamson County Sheriff's Dept (law enforcement agency) with a stamp filed copy of this order and enter a certificate of service of the same.

Entered this 6th **day of** August, **20** 19

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

3.21.19

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via email to Charles M. Duke, Attorney for Husband, at marty@mdukelaw.com, and Mitchell Miller, Attorney for Husband, at mitchell@shafferlawfirmtn.com on this the 6th day of August, 2019.

VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via email to Charles M. Duke, Attorney for Husband, at marty@mdukelaw.com, and Mitchell Miller, Attorney for Husband, at mitchell@shafferlawfirmtn.com on this the 13 day of August, 2019.

CLERK

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IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FILED
WILLIAMSON COUNTY
CLERK & MASTER

2019 AUG -6 AM 9:22

FAWN [redacted] FENTON,
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON,
Defendant/Husband.

FILED FOR ENTRY 8-14-19
No. 48419B nunc pro tunc 8-6-19

RECEIVED BY
Judges' Chambers
Date: 8-6-19

EX PARTE ORDER OF PROTECTION EXTENDED PENDING FINAL HEARING AND ORDER GRANTING MOTION TO SELL MARITAL RESIDENCE BY AUCTION

This matter came on to be heard on the 1st day of August, 2019, before the Honorable Michael W. Binkley, Judge holding Court for the Chancery Court of Williamson County, Tennessee, upon Motion to Sell the Marital Residence by Auction and upon Ex Parte Order of Protection. It appearing to the Court based upon arguments of counsel, exhibits introduced and the record as a whole that the following shall be the Order of this Court.

It is therefore **ORDERED, ADJUDGED and DECREED** that the parties have reached an agreement to extend the Ex Parte Order of Protection pending final hearing in this cause. Husband shall remain under the Ex Parte Order and is enjoined and restrained from contacting Wife for any reason or from coming about her person. The Ex Parte Order of Protection shall remain in full force and effect and is extended pending further Orders of this Court and the hearing date is waived. Wife likewise is enjoined and restrained from contacting Husband for any reason or from coming about his person.

The Motion to Sell the Marital Residence by Auction is granted and the same shall be auctioned within 45 days from the date of August 1, 2019. Counsel for Husband and Wife will select a professional auctioneer as soon as possible so that the auctioneer can visit the property and market the sale in a fashion to obtain the best price possible for the home. The auctioneer shall prepare the property and market it for sale with the intent to obtain the highest sales price and most

Fill in this information to identify your case:

Debtor 1 Fawn [redacted] Fenton
First Name Middle Name Last Name

Debtor 2 (Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known)

☐ Check if this is an amended filing

Official Form 107
Statement of Financial Affairs for Individuals Filing for Bankruptcy 4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Give Details About Your Marital Status and Where You Lived Before

1. What is your current marital status?

■ Married
☐ Not married

2. During the last 3 years, have you lived anywhere other than where you live now?

☐ No
■ Yes. List all of the places you lived in the last 3 years. Do not include where you live now.

Debtor 1 Prior Address:	Dates Debtor 1 lived there	Debtor 2 Prior Address:	Dates Debtor 2 lived there
1986 Sunny Side Drive Brentwood, TN 37027	From-To: May 2011 - April 2018	☐ Same as Debtor 1	☐ Same as Debtor 1 From-To:

3. Within the last 8 years, did you ever live with a spouse or legal equivalent in a community property state or territory? (*Community property states and territories* include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington and Wisconsin.)

■ No
☐ Yes. Make sure you fill out *Schedule H: Your Codebtors* (Official Form 106H).

Part 2: Explain the Sources of Your Income

4. Did you have any income from employment or from operating a business during this year or the two previous calendar years?
Fill in the total amount of income you received from all jobs and all businesses, including part-time activities.
If you are filing a joint case and you have income that you receive together, list it only once under Debtor 1.

☐ No
■ Yes. Fill in the details.

	Debtor 1 Sources of income Check all that apply.	Gross income (before deductions and exclusions)	Debtor 2 Sources of income Check all that apply.	Gross income (before deductions and exclusions)
From January 1 of current year until the date you filed for bankruptcy:	■ Wages, commissions, bonuses, tips	$26,250.00	☐ Wages, commissions, bonuses, tips	
	☐ Operating a business		☐ Operating a business	

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Debtor 1 Fawn [redacted] Fenton Case number (if known)

	Debtor 1 Sources of income Check all that apply.	Gross income (before deductions and exclusions)	Debtor 2 Sources of income Check all that apply.	Gross income (before deductions and exclusions)
For last calendar year: (January 1 to December 31, 2018)	■ Wages, commissions, bonuses, tips ☐ Operating a business	$93,108.00	☐ Wages, commissions, bonuses, tips ☐ Operating a business	
For the calendar year before that: (January 1 to December 31, 2017)	■ Wages, commissions, bonuses, tips ☐ Operating a business	$93,677.00	☐ Wages, commissions, bonuses, tips ☐ Operating a business	

5. **Did you receive any other income during this year or the two previous calendar years?**
Include income regardless of whether that income is taxable. Examples of *other income* are alimony; child support; Social Security, unemployment, and other public benefit payments; pensions; rental income; interest, dividends; money collected from lawsuits; royalties; and gambling and lottery winnings. If you are filing a joint case and you have income that you received together, list it only once under Debtor 1.

List each source and the gross income from each source separately. Do not include income that you listed in line 4

■ No
☐ Yes. Fill in the details.

Debtor 1 Sources of income Describe below.	Gross income from each source (before deductions and exclusions)	Debtor 2 Sources of income Describe below.	Gross income (before deductions and exclusions)

Part 3: List Certain Payments You Made Before You Filed for Bankruptcy

6. **Are either Debtor 1's or Debtor 2's debts primarily consumer debts?**

☐ No **Neither Debtor 1 nor Debtor 2 has primarily consumer debts.** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of $6,825* or more?

☐ No. Go to line 7.
☐ Yes List below each creditor to whom you paid a total of $6,825* or more in one or more payments and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

* Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.

■ Yes **Debtor 1 or Debtor 2 or both have primarily consumer debts.**
During the 90 days before you filed for bankruptcy, did you pay any creditor a total of $600 or more?

☐ No. Go to line 7.
■ Yes List below each creditor to whom you paid a total of $600 or more and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for...
Toyota Motor Credit Co. Attn Officer Manager or Agent 5005 N River Blvd. NE Cedar Rapids, IA 52411-6634	$300.00 Monthly Jan, Feb, March, April	$1,200.00	$12,600.00	☐ Mortgage ■ Car ☐ Credit Card ☐ Loan Repayment ☐ Suppliers or vendors ☐ Other__

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Debtor 1 Fawn Tiffany Fenton Case number (if known)

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for ...
Bank of America, NA Attn: Officer Manager or Agent 4909 Savarese Circle Tampa, FL 33634	$1,804.78 Jan, Feb, March, April	$7,219.12	$240,182.77	■ Mortgage ☐ Car ☐ Credit Card ☐ Loan Repayment ☐ Suppliers or vendors ☐ Other__
BanCorp South Attn: Officer Manager or Agent 914 Murfreesboro Road Franklin, TN 37067	Jan $263.56 Feb $275.01 March $275.01 April $275.01	$1,088.59	$53,967.42	■ Mortgage ☐ Car ☐ Credit Card ☐ Loan Repayment ☐ Suppliers or vendors ☐ Other__
Chase Card Attn: Officer Manager or Agent PO Box 15298 Wilmington, DE 19850	Jan $268.01 Feb, March $100.00 each April $429.10	$897.11	$0.00	☐ Mortgage ☐ Car ■ Credit Card ☐ Loan Repayment ☐ Suppliers or vendors ☐ Other__
Ascend Federal Credit Union Attn: Officer Manager or Agent PO Box 1210 Tullahoma, TN 37388	Jan $354.00 Feb $350.00 March $265.00 April $262.00	$1,181.00	$17,811.23	☐ Mortgage ☐ Car ■ Credit Card ☐ Loan Repayment ☐ Suppliers or vendors ☐ Other__
Capital One Bank USA NA Attn: Officer Manager or Agent PO Box 30281 Salt Lake City, UT 84130-0281	Jan $450.00 Feb $250.00 March $350.00	$1,050.00	$9,818.83	☐ Mortgage ☐ Car ■ Credit Card ☐ Loan Repayment ☐ Suppliers or vendors ☐ Other__

7 **Within 1 year before you filed for bankruptcy, did you make a payment on a debt you owed anyone who was an insider?**
Insiders include your relatives; any general partners; relatives of any general partners; partnerships of which you are a general partner; corporations of which you are an officer, director, person in control, or owner of 20% or more of their voting securities; and any managing agent, including one for a business you operate as a sole proprietor. 11 U.S.C. § 101. Include payments for domestic support obligations, such as child support and alimony.

☐ No
■ Yes. List all payments to an insider.

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment
Mark [redacted] 24176 Elrond Lane Lake Forest, CA 92630	March 17, 2018	$5,659.80	$0.00	Loan repayment

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Debtor 1 Fawn [redacted] Fenton Case number (if known)

8 **Within 1 year before you filed for bankruptcy, did you make any payments or transfer any property on account of a debt that benefited an insider?**
Include payments on debts guaranteed or cosigned by an insider

- ■ No
- ☐ Yes. List all payments to an insider

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment Include creditor's name

Part 4: Identify Legal Actions, Repossessions, and Foreclosures

9. **Within 1 year before you filed for bankruptcy, were you a party in any lawsuit, court action, or administrative proceeding?**
List all such matters, including personal injury cases, small claims actions, divorces, collection suits, paternity actions, support or custody modifications, and contract disputes.

- ☐ No
- ■ Yes. Fill in the details.

Case title Case number	Nature of the case	Court or agency	Status of the case
Fawn Fenton vs. Jeffrey Fenton	Divorce Proceeding	Williamson County Chancery Court Judicial Center 135 4th Avenue South Franklin, TN 37064	☐ Pending ☐ On appeal ■ Concluded

10. **Within 1 year before you filed for bankruptcy, was any of your property repossessed, foreclosed, garnished, attached, seized, or levied?**
Check all that apply and fill in the details below.

- ■ No. Go to line 11.
- ☐ Yes. Fill in the information below

Creditor Name and Address	Describe the Property Explain what happened	Date	Value of the property

11 **Within 90 days before you filed for bankruptcy, did any creditor, including a bank or financial institution, set off any amounts from your accounts or refuse to make a payment because you owed a debt?**

- ■ No
- ☐ Yes. Fill in the details.

Creditor Name and Address	Describe the action the creditor took	Date action was taken	Amount

12. **Within 1 year before you filed for bankruptcy, was any of your property in the possession of an assignee for the benefit of creditors, a court-appointed receiver, a custodian, or another official?**

- ■ No
- ☐ Yes

Part 5: List Certain Gifts and Contributions

13. **Within 2 years before you filed for bankruptcy, did you give any gifts with a total value of more than $600 per person?**

- ☐ No
- ■ Yes. Fill in the details for each gift

Gifts with a total value of more than $600 per person	Describe the gifts	Dates you gave the gifts	Value
Person to Whom You Gave the Gift and Address: **Walden's Puddle Wildlife Rehab** **PO Box 641** **Joelton, TN 37080** Person's relationship to you:	**$25.00 Monthly**	**2016 - Present**	**$250.00**

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Case 1:23-cv-01097-PLM-RSK ECF No. 1-18, PageID.758 Filed 10/13/23 Page 18 of 57

favorable terms possible in the parties' best interests. This property shall not be advertised as a desperation sell and the parties will rely on the auctioneer's recommendation, whether an estate sale or other means of marketing, to obtain a fair market price. The auction will be without reserve. Husband is enjoined and restrained from interfering with preparation of the home for auction, the auction or stalling the sale in any manner, either directly or indirectly. The attorneys for the parties will agree upon a date and time for Wife to walk through the home, since Wife has not been in the house since March 2018, to identify items of personal property and to inspect the premises. Wife will provide a list to Husband within ten (10) days from August 1, 2019, through their counsel, of the items of personal property that she would like to obtain and the parties will either agree upon the same or, if they cannot agree, then Wife may file a Motion with the Court to choose the items on her list. Husband will take such actions as necessary to move items of personal property that he would like to retain and tag, price or do whatever steps are necessary to sell the remaining items of personal property. The remaining items at the house that Husband does not take and Wife does not take shall be sold at auction. The net proceeds of the sale of the real property and the personal property shall be deposited into the Chancery Court Clerk's office and placed in an interest-bearing account on behalf of the parties. If either party needs funds from the equity prior to the Final Hearing in this cause or Agreed Order, then he or she may file a Motion with the Court to receive a portion of the funds which will be allocated against their respective share of the marital estate. Husband will notify his tenants to vacate the home on or before August 30, 2019.

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

ENTERED on this 14th day of August, 2019, NUNC PRO TUNC AUGUST 6, 2019 (MB)

MICHAEL W. BINKLEY, JUDGE

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

APPROVED FOR ENTRY:

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

CHARLES M. DUKE; BPR #23607
Attorney for Defendant/Husband
LAW OFFICE OF CHARLES M. DUKE, LLC
1200 Villa Place, Suite 201
Nashville, TN 37212
(615) 541-1842
marty@mdukelaw.com

MITCHELL MILLER; BPR #36126
Attorney for Defendant/Husband
SCHAFER LAW FIRM, PLLC
1200 Villa Place, Suite 200
Nashville, TN 37212
(615) 712-6394
mitchell@schaferlawfirmtn.com

CLERK'S CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing was sent by email and/or first-class mail to Charles M. Duke and Mitchell Miller, Attorneys for Husband, and Virginia Lee Story, Attorney for Wife, at their respective addresses, on this 14 day of August, 2019.

CLERK

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 AUG 15 AM 10:44

FILED FOR ENTRY

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

MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION AND FOR DATE CERTAIN FOR WALK THROUGH OF HOUSE
AND
MOTION FOR SCHEDULING ORDER

COMES NOW the Plaintiff, Fawn [redacted] Fenton ("Wife"), by and through her attorney of record, Virginia Lee Story, and files the above-captioned Motion, and for grounds would show as follows:

1. On August 14, 2019, an Order was entered extending the Ex Parte Order of Protection and a separate form Order for the Sheriff's Department entered on August 13, 2019. On August 3, 2019, Respondent, Husband, posted the attached Facebook message (see **Exhibit 1**).

2. This post was in violation of the Ex Parte Order of Protection ("OP") and Wife would request that the OP be made permanent and that Husband be required to pay her attorney's fees for having to bring this Motion.

3. The Court further Ordered, as part of the August 14, 2019 Temporary Order, that Husband allow a walk through for purposes of inspection. The parties through attorneys have agreed upon Pat Marlin, with McArthur-Sanders/HND Auctions, to list the property with the assistance of Tommy Anderson, Auctioneer. A proposed listing agreement was forwarded to counsel for Husband on August 12, 2019. A walk through was scheduled for August 14, 2019 at 2:30pm which date was provided by Husband.

4. Husband stated that he wanted the "roommates doors to be locked and his office." Counsel for Wife responded that the date would work for the Auctioneer but that all rooms needed to be open so that the Realtor and Auctioneer could view and measure the square footage of the home but nothing would be touched. Per the Court Order, Wife has sent a list of the items that she would like from the house which is very limited. Husband did not respond on August 14, 2019 so that the walk through could take place despite Wife and the Auctioneer being in the area ready to pull into the home. Husband said in his email that he would provide the code for the door but he did not. The Auctioneer, Wife and her attorney were awaiting entry but there was no response from Husband. Wife would request that a date certain be set for the walk through and Husband be ordered to leave the residence and all doors open for a period of eight (8) hours so that Wife may remove the items on her list and do a walk through with the Auctioneer. Wife will have a witness present and record each item being removed from the home. Husband should be restrained and enjoined from interfering with the scheduled walk through and that he provide the code for entry into the home.

5. Wife would also request a date certain for Husband to be vacated as he has stated that he is going to move to Michigan and await his proceeds.

6. Wife would also request that an Order be entered allowing her to sign any necessary listing contracts or agreements to sell the home including closing documents on behalf of she and Husband as she cannot rely on Husband's compliance.

7. Wife requests that she be granted attorney's fees in this cause to be paid from Husband's share of the proceeds as he has failed to abide by his agreement as well as the lawful Orders of this Court.

8. Husband's first counsel has withdrawn and now his second counsel seeks to withdraw which Motion is set for August 29, 2019. Because there were several deadlines in the August 14, 2019 Order and now that Husband may again be changing counsel, Wife would request that this matter be set for trial and that Mediation be waived due to the pending Order of Protection, and Wife is concerned for her safety and for the safety of those participating in the Mediation process.

9. The parties have very limited assets, just what equity is in the house and to Wife's knowledge considerable credit card debt that Wife is repaying monthly through the Chapter 13 bankruptcy. Wife has just been given notice from her employer that her job will be ending as her employer is retiring and that she will not have a job or insurance as of November 1, 2019. See attached letter (**Exhibit 2**). Wife requests that Husband be Ordered to apply for marketplace insurance or other insurance through his employment as she will have no means of obtaining insurance for Husband after she is terminated. Wife would request that she be authorized to sign any necessary documents to proceed with the auction as Court Ordered.

10. A Scheduling Order setting discovery deadlines and trial dates would be appropriate in this matter.

WHEREFORE, Wife would respectfully request that:

1. The Order of Protection be made permanent and that Husband be required to pay her attorney's fees for having to bring this Motion.

2. The Court set a date certain by which Husband will vacate the property so she can have access to the house for the purposes of complying with the Order.

3. An Order be entered allowing Wife to sign any necessary listing contracts or agreements to sell the home including closing documents on behalf of she and Husband.

4. That Wife be granted attorney's fees in this cause to be paid from Husband's share of the proceeds for failing to abide by his agreement as well as the lawful Orders of this Court.

5. That mediation be waived and a Scheduling Order be entered setting discovery deadlines and trial dates.

6. Wife further requests that she be awarded a judgment for her attorney's fees incurred in this matter.

Respectfully submitted,

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

This Motion is expected to be heard on the 29th day of August, 2019 at 9:00 a.m. If no written Response to this Motion is filed and served in a time set by Local Rules of Practice, the Motion may be granted without a hearing.

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via email and/or first-class mail to Charles M. Duke, Attorney for Husband, at 1200 Villa Place, Suite 201, Nashville, TN 37212, and to Mitchell Miller, Attorney for Husband, at 1200 Villa Place, Suite 200, Nashville, TN 37212 on this the 15th day of August, 2019.

VIRGINIA LEE STORY

My HOME was declared on Thu

https://m.facebook.com/story.php?story_fbid=10217821886396076&id=1149862768&ref=content_filter

My HOME was declared on Thursday to be auctioned as an Estate Sale, along with everything that I've worked my life to own. So much for FAIRNESS in Tennessee, I will be long gone before the auction begins, to never a...

Jeff Fenton
8 hrs 1t

My HOME was declared on Thursday to be auctioned as an Estate Sale, along with everything that I've worked my life to own

So much for FAIRNESS in Tennessee, I will be long gone before the auction begins, to never again set foot upon Tennessee soil, after 25 years with not so much as a traffic ticket.

This is what a woman can do to you, in Williamsin County, with the tongue of vipers speaking horrendous lies!

The TRUTH will come out in the end, I PROMISE! Yet it will be too late to save my family of friends

They will be confused and distraught, with some probably even perishing, waiting for me to come home and care for them, yet never will I be allowed.

But no one shall injure me so cruelly without needing to answer for their sins!

Smile now, as the tidlewave approaches!

Your lies will never disempower the storm which you cast into furry.

Like Comment

Jeff Fenton
The day of reckoning shall cost you more than ever your pride has dreamed!

I asked you a hundred times, to give me a boost up or lie here with me. Yet you have leveraged everything in your life to hold me down.

God sees your sins, your prideful exhalation of self, your lack of care for your covenant, and a price unimaginable, as with other sins your heart was dead-set upon, is committed to harvest what it is owed, and in the end you will learn of your great folly, as I will never look upon you again. As you are but poison to my very being, regardless of what I once hoped that you were. The wrath of God is coming for us both. I hope you have your excuses recited, as he looks straight through them to the core of your polluted heart and mind. This is the END as never you have known it.

My heart would not now lift a finger to save your life. When before I offered all that I have for your profit. As you took it all, you filed suit to claim more than you were ever entitled or promised, due to your prideful greed and insatiable appetite for more than I could ever give you.

You cost me the best 25 years of my life, and leave me with nothing but your skillfully planned bankruptcy and your highly paid attornies, even though I was prepared to pay for your defaulted debt and future mortgage payments to keep my home, yet you would have no part in it!

You selfish brood of evil, it is not about money, but rather denying me what i want, cherish, and need the most.

Judgement day is coming.... first in Tennessee once I clear the state lines and all my proof of your misdeeds hits the national media, and again, as God curses the works of your hands!

You have been a very greedy girl, and soon the whole world will KNOW it!

8 hrs Like Reply More

Anne Thompson Fickel
Jeff, I'm sorry for what you have been through. God sees you right where you are. Allow him to comfort you and be your refuge and strength. You are loved by the Father.

Like Reply More

tabbies

here to search

12:09 PM 8/4/2019

FILED FOR EN

2019 AUG 15 10:44

EXHIBIT

117

Adkisson & Associates Architects, Inc.

WILLIAMSON COUNTY CLERK & MASTER
2019 AUG 15 AM 10:44
FILED FOR ENTRY

August 14, 2019

To all the employees of Adkisson & Associates Architects, Inc. (the **"Firm"**)

I want to let everyone know that November 2nd of this year is my 65th birthday. As a result, I plan to begin downsizing the Firm so that I can significantly reduce overhead costs prior to the end of the corporate fiscal year end on December 31, 2019.

I want to give everyone ample time to secure other employment. I will continue to pay your salary and benefits up through November 15, 2019 so long as you are working full time at the Firm. If you secure new employment prior to November 15, 2019, I will provide you with two (2) weeks severance pay from the new employment start date, but said severance pay will not extend beyond November 15, 2019.

I greatly appreciate your good work over the past years and wish you well in your future endeavors.

With many thanks,

Kenneth C. Adkisson
President

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EXHIBIT
2

3322 West End Avenue • Suite 103 • Nashville, Tennessee 37203 • (615) 298-9829 • Fax (615) 298-5122 • www.adkissonarchitects.com

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 AUG 29 AM 9:17

FILED FOR ENTRY
Docket No: 48419B

FAWN [redacted] FENTON,
Plaintiff/Wife,

v.

JEFFREY RYAN FENTON,
Defendant/Husband.

HUSBAND'S RESPONSE AND COUNTERMOTION TO WIFE'S MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION AND FOR DATE CERTAIN FOR WALK THROUGH OF HOUSE AND MOTION FOR SCHEDULING ORDER

COMES NOW the Defendant/Husband, Jeffrey Ryan Fenton, for his response to the Wife's Motion, along with Husband's Countermotion, stating as follows:

First Husband would like to bring to the court's attention, the disabilities with which he has been diagnosed, and continues ongoing treatment for. If not properly understood, one could easily draw incorrect conclusions, specifically about Husband's communications, in how he speaks and even more so, his excessive use of words when writing. Please see Exhibit-A for a thorough explanation regarding this, from both Terry M. Huff (LCSW), Husband's Psychotherapist, and Dr. Richard E. Rochester (M.D.), Husband's Psychiatrist.

Husband suffers from the following handicaps:

Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5)

Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F41.1)

Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2)

Circadian Rhythm Sleep Disorder (CRSD) Non-24-Hour Sleep-Wake Disorder (Non-24)
DSM-5 307.45 (G47.24)

Special Note: Although "OCPD" (Obsessive-Compulsive Personality Disorder) sounds very similar to "OCD", a disorder and acronym which are much more common, "OCPD" is an entirely different disorder, with very little, if anything, in common with "OCD". Please take a moment to discover the differences, as is well described, in Exhibit-A.

1. The Facebook post is deeply regretted and was deleted as soon as Husband was informed that it could be interpreted as a violation of the Temporary Order of Protection (within a matter of hours). Wife was not named in the post, furthermore the post was only to be found by searching the Husband's "Stories", not in the regular user "Feed". Wife continued to search Husband's "Stories" even after requesting the Temporary Order of Protection, based almost entirely upon fraudulent claims.

Still, Husband was wrong for venting on Facebook. Not only was the platform wrong, but the words which Husband angrily spewed were also very wrong. Not just because of the Temporary Order of Protection, but because they depicted God as Husband's little "underling", who "blesses" and "curses" people upon his command. That's not who God is. God is Love. Likewise, I shouldn't try to leverage any knowledge or belief in God, to harm, hurt, distress, curse, anyone, ever! For that Mrs. Fenton, I am sincerely sorry, and I ask that you please forgive me. I also ask for you to please remember, that despite what all I may think that I know, or see, or find true, that your Father God loves you, and he is NEVER going to curse the work of your hands or your heart. God will always love you through the most warm, expectant, grateful, compassionate eyes, which you've ever

imagined. Though we may both do great wrongs within our lifetimes, God will never see that when he looks at you!

As for those who are shaken, scared, or concerned about Husband's extreme verbosity, grandiose language, searching, frustrated, angry, and at times even hostile WORDS, that is ALL that they are. They are not words which lead to something worse. There is no need to "read between the lines". Husband has no (or very, very little) "internal filter". If there is something on Husband's mind, then he says it, probably five times. So, if anyone is "adding to" Husband's words, fearing some greater storm ahead, they are fictitiously making-up a false narrative, as the words are the entire payload. They are the only thing that Husband has ever "threatened" anybody with.

In nearly 50 years, Husband has never been arrested for anything, ever. Husband hasn't even been cited with a traffic ticket, during his 25 years living in Tennessee. Prior to Wife's secretly planned divorce, which Husband was the last to learn about, "words" had usually been Husband's friend, and were often held in high-esteem by others, though you would never know it by looking at the wreckage of the past year and a half of Husband's life. There has been too much loss, too quickly, during too vulnerable of a season. With Husband's words, he is literally "fighting for his life". He has not a dollar, a home, a job, or a vocation to leverage in defense of himself. "Words" are all that Husband has (along with proof when there is time), and they just haven't been enough to survive this unforeseen, dedicated, non-relenting, course of mammoth unrecoverable loss.

Husband has never been physically aggressive. Husband can't remember getting into a "fist fight", in his entire life. To accuse Husband of physical violence, is not only inaccurate and unsubstantiated, but it is also harassing, abusive, and violent to Husband's character, which he takes very seriously.

Though you may be able to read Husband's words, with the intensity and ferocity which they sometimes bring, and interpret them to be suggesting or threatening any type of "physical violence", that is never what Husband is threatening or even suggesting. Husband's greatest threat, to anyone, is to lock himself inside his office for a week, while publishing painfully clear evidence online (if you can touch it, if you can feel it, if you can smell it) of the wrongs which someone else has leveraged to harm Husband. Regardless of what sort of "package" Husband comes "wrapped-in", the truth is on his side. For Husband cares not enough about what someone else thinks of him, to be pretentious. To be fake. To be egotistical. To be proud. Husband's top-two values in life are truth and authenticity. Citing, "To thine own self be true!"

To add context to the following two sentences, Husband is talking about a family of 8-racoons and a few opossums which he feeds at the marital residence's back door every night, with water kept outside for them year around. "Yet it will be too late to save my family of friends. They will be confused and distraught, with some probably even perishing, waiting for me to come home and care for them, yet never will I be allowed."

Husband and Wife are both critter lovers and gotten many hours of enjoyment from all the wildlife here at Sunnyside. We first had a groundhog who lived under our deck for four

years, with two or three litters of pups, who would wrestle and play on our rear deck daily. (The last groundhog left from those litters, died on the same day which I was served the Divorce Complaint and the Ex Parte Order of Protection, from Wife's counsel.) We had a really cute skunk for a while, along with probably a dozen different opossums, who have become what we call our "Yard Pets". Now three generations of raccoons are Husband's daily guests.

Every night, Husband and Wife (now just Husband), puts out a bowl of food (size depending upon the number of guests), calling the critters in for dinner, after which they typically arrive to eat within a matter of minutes. (One of the things which Husband will miss the most.) With the marital residence backed-up to a massive hill, where Husband and Wife own to the very top, with hundreds of acres of undeveloped woods behind it, Husband and Wife purposely built a 3-sided fence around their backyard, so to keep neighbors and their pets out (to protect our wildlife), while leaving the back of the property unfenced, so that wildlife can freely come and go. Furthermore, over the past decade, Husband has hauled all the brush and branches from tree trimming and clearing, up into the woods, creating two massive brush piles, for the critters to live in, find shelter, and thrive. This area is full of life and was one of the truly unique attributes of this property, which Husband and Wife shall never be able to replace.

The marital residence is located in a deep and narrow valley. Across the street, the homes all backup to "Owl's Hill Nature Sanctuary", so that our valley is surrounded on all sides by hundreds of acres of protected woodlands, while being centrally located between downtown Franklin, downtown Brentwood, Green Hills, Belle Meade, and Bellevue, with

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a direct path into the West side of Nashville via Hillsboro Road, where some of the most highly paid vocations exists. The neighborhood has the peaceful atmosphere of a campground or park, yet it is as close to the city as you can get, while living in such serene surrounds, for anywhere near the price-point of the marital residence. Husband and Wife expect that as Nashville continues to develop, that this property will double and maybe triple in value within their lifetimes. This home was their retirement plan, in addition to eventually starting a small architecture business from home, in another 15 years, once they are at retirement age, with Wife being the Architect, and Husband handling all the marketing, bookkeeping, and learning to draft, to assist Wife. This was their entire "retirement plan", being as all their "retirement savings", was entirely invested into the purchase and improvements of this property. Complimented by the home being scheduled to be fully paid-off within those 15 years, so that part-time employment from home would comfortably support them both, while living in paradise, the nicest residence and neighborhood which Husband and Wife had ever lived, and likely ever will.

Regretfully with this divorce, plus the massive added loss from selling the marital residence, home, before it appreciates beyond all which they've invested in it, Husband will never be able to realistically "retire". In addition to having no savings, while having a large pile of debt in his name, with no technical skills qualified to employ husband with even a mediocre income, and not enough "working years" remaining for Husband to ever advance enough in any professional field, or to accrue any meaningful savings, with which to fund any sort of "retirement". Additionally, since Husband has not held a W-2 job paying Social Security in over a decade, Husband will have extremely little Social Security

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to even look forward to, a massively disadvantaged future from any which Wife shall be privileged to enjoy. Some of Wife's family is also very wealthy, so Wife stands to inherit enough money to independently fund her retirement, while Husband has no such fortune to look forward to.

So the marital residence, rich in value to both Husband and Wife, for not only the fantastic location and expected appreciation, but also because of being land-locked by huge protected lands, in the most wealthy and vocationally prosperous county, as well as arguably the best section of that county, intended to vocationally and economically benefit Husband and Wife for the remainder of their lives.

The loss of the marital residence, is not only the loss of a couple hundred-thousand dollars, to a family who can't sustain such a massive loss without pushing them both into bankruptcy, but it is also the loss of over half a million dollars of future value and opportunities, the loss of the only chance which Husband will ever have at "retirement", while currently almost 50 years old, and the loss of a standard of living which Husband will never be able to obtain half of again, within his lifetime.

If you wonder why Husband has been reluctant to sell his Home, it is not only the totality of all that he has worked for and accomplished in life, but it is also the only vehicle by which Husband could have leveraged to obtain anywhere near the same standard of living, to that which the Husband and Wife were privileged to enjoy together.

This divorce, along with the loss of the marital residence, considering Husband's disabilities and the vocational challenges which he will face for the rest of his life, is

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essentially the loss of Husband's life as he has known it, and worked all his life to obtain and sustain. Husband has deeply grieved the loss of Wife and their family of furry "children" (a dog, two bunnies, multiple aquariums). Husband has also deeply grieved the loss of their marital residence, along with the tremendous value which it represented. Most of all, Husband has grieved the loss of his life, as ever he has known it, with this mammoth and catastrophic economic loss, which there is no plausible way for Husband to fully recover from, within the remainder of his lifetime. Now Husband will need to live in the basement of his mother's small two-bedroom, one bath, home, for a season. Located in a small town in Michigan (near "Flint), over an hour away from industries and vocational opportunities, equal to probably a quarter of the vocational opportunities, currently within 10 miles of Husband's home. In taking away his residence, Wife and the courts which Wife "gamed" and leveraged to oust Husband, have doomed Husband to a lifestyle ¼ of that which he has enjoyed over the past decade, and less than half that which Husband had 15 years ago, prior to meeting Wife.

While the court may deem Husbands rigidness in selling his home and his future to be unreasonable, Husband was literally "fighting for his life", with ultimately no say or control over the fate which Wife unilaterally forced upon him. Wife admitted knowing that this would realistically be a loss which Husband would never be able to recover from (even crying and apologizing), but regretfully Wife justified that Husband was an "acceptable loss" to regain her "independence". Demanding her "freedom" to enjoy the fruits of her vocational achievements, which have only been accessible to Wife and obtained because of the significant contributions (not mentioned herein) which Husband truly made to

Wife's licensing as an Architect, and the advancement of her career. While Wife will now temporarily seek to become "under-employed", at 50% - 75% of her current earning potential, helping to justify her bankruptcy, while alleviating much of the obligation to pay Husband alimony, under the guise of mental trauma and physical illness, which she erroneously attributes to Husband.

Really, Wife has managed narcolepsy successfully for well over a decade, and while early and extreme menopause has certainly taxed Wife physically for the past five years or so (which Husband largely blames for Wife's shift in allegiances to her family, ultimately pressuring Wife to divorce Husband), along with the mental stress of choosing to gamble so much money/debt/retirement, to oust Husband, while Wife has seriously compromised her integrity, committing fraudulent, unethical, and criminal acts, which she persists in, including perjury at both the State and Federal levels. This brings with it the risks of not only incarceration for Wife but could potentially result in the loss of her license as an Architect, for such blatant ethics violations. Husband believes that by Wife adamantly refusing any sort of "fair" divorce settlement, preferring rather to physically, mentally, and financially sabotage and destroy herself, forcing the loss of all their marital assets, that Wife is essentially giving herself "Chronic Fatigue Syndrome" in the process, by her absolute unwillingness to compromise at ALL costs.

Husband believes, based upon conversations with Wife, both oral and in writing, that Wife has been planning this since the end of 2018, knowing that her boss was soon planning to retire, while anticipating her Federal Income Taxes to increase to $31k per year post-divorce, under the new tax laws which went into effect at the start of 2019. Filing signally,

living in an apartment, while refusing all tax-wise options which Husband has fervently presented to Wife, as both an incentive and reward, to encourage Wife to continue to grow her career. Which is why Husband believes that Wife refused to sign any agreement with Husband, committing to the 50/50 equity split from selling the marital residence, combined with the $1,750 per month in "transitional" alimony, which the couple had verbally agreed to, for a duration of 6 years. This verbal agreement (also communicated via email) was a condition to the "Non-Suit", which they filed to sell their home outside the oversight of the courts, with Husband temporarily moving to Michigan. Since Wife repeatedly refused to "put her own words into writing", to secure Husband's equity split and their alimony agreement, Husband refused to relinquish possession of the marital residence, which had been his only "leverage" since wife abandoned him, because both mortgages were in Wife's name.

As shown in a text message from Wife, on December 22nd, 2018 (Exhibit-B), Wife stated to Husband as follows:

> "Correct, my tax situation is going to suck for a very long time… 90k gross – 31k taxes – 21k alimony = 38k net. Plus or minus."

Wife went on to say:

> "Someday when alimony is done, I **can** get a job making only $43k gross and have the same net of +/- $38k." (Emphasis added to point out that apparently the lower income is Wife's preference.)

Husband already had concerns, but as a result of this conversation via SMS, Husband became convinced that Wife planned to down-size her career, to reduce both her alimony and her income taxes, once her boss retired within the following year. Husband further became convinced, that this was Wife's compelling reason for refusing to sign the previously agreed upon terms of their verbal settlement agreement, to Non-Suit and sell the marital residence outside the courts. Husband was rightfully concerned, that had he gone to Michigan without a written agreement signed, that wife would have "stiffed" him, once the marital residence sold, knowing that Husband could not afford to pursue an out-of-state lawsuit against Wife, for alimony, nor could Husband afford to move back to Nashville, without alimony, after Husband surrendered possession of his home.

Several months later, in a face to face conversation with Wife, Wife admitted that she didn't sign the agreement, because she wasn't sure that she could afford the agreed alimony, speaking of seriously downsizing her occupation after her firm closed, stating that she is even considering seeking part-time employment, instead of her fulltime job.

This was when Husband knew that he could not rely on alimony to help rebuild his life, so Husband decided that his best chance at not losing literally everything, was by trying to keep the marital residence. First Husband planned to obtain roommates, to leverage the wasted space currently in the 2,500 square foot home, while also meeting both Husband and Wife's negative monthly cashflow (Wife claimed to have a negative cashflow of $400 - $500 monthly). After obtaining roommates, with Husband's total rents equaling $1,400 per month, Husband gave Wife the financial benefit of approximately $900 of those rents, per month. Which should have lifted Wife out of the red, with a positive monthly cashflow

of $400 - $500. This is why Husband believes that Wife needed to accept a voluntary pay cut with her employer, to prepare Wife to meet the financial qualifications for filing Chapter-13 bankruptcy.

Shortly after Husband discovered that Wife had filed bankruptcy, Husband was served with both the Ex Parte Order of Protection, and Divorce papers once again, after Wife had assured Husband, that she was done "wasting" her money on lawyers for a "contested divorce". Husband had been emailing Wife extensively, to ensure that she was keeping up the mortgage payments on their home, which Wife simply refused to answer or reply to. Since the home has Husband's life invested into it, keeping the mortgages current was critical to Husband, but he no longer had access to the mortgage information, being in Wife's name, since she had changed the account credentials to lock Husband out.

Despite how many times Husband asked Wife about the status of the mortgages, and even if Wife choose to "keep" the home in her bankruptcy (elected by one checkbox on the bankruptcy forms), both which Wife refused to answer. Then to make matters worse, the frequency of those very emails, in comparison with how frequently Wife chose to reply, was used by Wife and her counsel, as substantiation for requesting an Order of Protection for Wife. Although those emails contained urgent concerns regarding the possibility (and now a forced reality) of Husband losing literally everything, those emails did not contain anything malicious, and certainly not anything threatening, by any means. Yet Husband's counsel chose not to take the matter to trial, but rather to settle for maintaining the Ex Parte Order of Protection, throughout the duration of the divorce.

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Husband understood that the Ex Parte Order of Protection prevented Husband from pursuing Wife, entering her world, or interfering with her life in any way. What Husband absolutely did not understand, was that this Ex Parte Order of Protection still allowed for Wife to enter Husbands world, interrupting the sanctity, privacy, and enjoyment of his home, legally forcing Husband and his roommates to vacate their home for hours at a time, under the threat of incarceration, should Husband refuse to comply.

This, combined by the instant loss of his home, per court order, absolutely pushed Husband over the edge, leading to Husband lashing out inappropriately on Facebook, after days of physical and emotional exhaustion, compounded by the stress of accruing a massive financial debt to his mother for legal fees, without even reaching the stating gate for his divorce. At that point, accruing more debt to maintain legal counsel, no longer made fiscal sense for Husband, especially in light of the fact that his home, which was the Husband's only meaningful asset, had already been ordered by the court to be auctioned in 45-days, with no minimum.

Since wife has preemptively filed for bankruptcy, substantially less financial relief is expected to be obtainable from her. Despite Wife's role as the family's primary breadwinner for over a decade, compounded by the financial promises which Wife had made to Husband, in order to convince him to assume most of the family's unsecure debts (years prior), and the breadth of financial and legal bullying" which Wife had engaged in against Husband, while using both illegal and unethical tactics to undermine the equity in their home without Husband even knowing. Both by accruing "marital debt" on her credit cards, to support two residences, after Wife abandoned Husband, with a poorly planned

budget, which could never cash-flow, as Husband immediately pointed out to Wife. Unfortunately, Wife insisted that she was smarter than Husband and "would figure it out".

Having managed the couple's finances for over 13 years, Husband knew beyond any doubt that the couple could not afford two Brentwood residences. They simply didn't have enough income to support or justify such a brash and irresponsible decision. The evidence of which now is Wife having been substantially fined by the IRS, after her first-time filing taxes for the family, while again aggressively refusing Husband's assistance.

Wife even fraudulently filed the couples 2018 joint tax return, without Husband's knowledge or consent. While she changed the marital address from the family's home to her apartment, changing the phone on file to her own, and scheduling the automatic refund to be deposited directly into her personal and now private bank account, without so much as notifying Husband. This demonstrates the extent to which Wife has been on a power-trip beyond anything that Husband had previously seen in her, as she continued to financially and legally "bully", dominate, and oppress Husband, throughout Wife's crusade to "cut-off every limb" to simply discard Husband, without offering Husband any post-divorce support or assistance of any sort.

At one-point Husband asked Wife:

> "Is there anything that I can do to help you, besides die?"

To which wife honestly answered:

> "No."

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Later on, in a text message, Wife told Husband:

"You won't do anything for me, you won't let me be free."

As bad as Husband felt, still he was trapped inside a home which he could neither afford to keep nor to leave, as wife constantly "ripped the carpet out from under his feet". While denying Husband any opportunity to establish some basis of stability, without needing to rely upon Wife. That was one of the primary objectives for Husband obtaining roommates. Since most of the money went to benefit Wife anyways, Husband did not obtain roommates, choosing to share his living space with random strangers, simply for the immediate benefit.

Rather Husband was attempting to build a foundation which would be sustainable as Husband tried to obtain the vocational training and future job which would allow him to finally "free" Wife without the exorbitant need for alimony.

Husband's goal was simply to provide Wife with as much financial relief as he possibly could afford, putting off other financial commitments such as repaying his mother, and continuing to increase that relief as rapidly and substantially as possible. Hoping to gain back his financial independence, prior to Wife self-destructing, setting Husband back more than he could ever realistically recover from. Having shared that strategy with Wife (thinking it would appeal to her), Wife intentionally filed bankruptcy, before and to deny Husband of the opportunity to succeed in his declared agenda; to help save them both from financial ruins.

Utilizing a highly-strategic, extensively planned, fraudulent, focused, devoted, and relentless attempt to "discard" Husband without paying the alimony which Husband was legally due, as well as realistically needs, to have any chance at independently sustaining himself again, with even a fraction of the standard of living which he possessed 15-20 years ago. Husband believes that paying alimony is Wife's greatest fear, both due to her economic loss while doing so, without the beneficial tax advantages it included prior to 2019, compounded and exceeded by Wife's fear of her "losing face" with her elite, over-achieving, prosperous, snobbish, condescending, and judgmental family. (EXHIBIT-Z)

Husband believes that Wife's current philosophy is, that she can destroy herself, be burned to ashes, and still recover quicker, than she could if she agreed to pay Husband alimony fairly. Alimony could last for 6 or 7 years, while only providing Wife with enough income remaining to sustain the rest of her debt, after which she would still need to slowly pay it down. By self-sabotaging her career for a season, Wife has chosen to file bankruptcy, which will have all her debts legally satisfied in 3-5 years, while avoiding the expense of ever needing to pay Husband any substantial alimony. Although a complete betrayal of Husband (again), while further harming his chances at recovery, self-sabotaging and filing for Chapter-13 bankruptcy, as Wife has done, is literally the quickest path for Wife to financially recover. It will literally lead to at least a 50% quicker financial recovery time for Wife, than meeting her financial obligations to Husband and her creditors.

Meanwhile Husband is without, unqualified for, and possibly incapable of obtaining and maintaining gainful employment, a home again where he can both feel safe from storms (a serious phobia associated with Husband's GAD (Generalized Anxiety Disorder), where

Husband previously built a 40,000 pound, highly sophisticated storm-shelter in the basement of his Duplex, prior to meeting Wife. While Husband also feels safe in their current marital residence, since the home has a massive South-West facing hill, the direction which most severe weather comes from, following the jet-stream (this was a serious consideration in originally purchasing the home). Nestled within a tiny valley, which effectively makes the entire home, the safest place in which Husband has ever lived, which he has enjoyed without concerns about the weather, since it rarely impacts the home. Due to the natural shelter provided by the home's precise geographic location. (Previously, weather was a daily fear for Husband, affecting every facet of his life.)

To punctuate how critical this was, Husband and Wife would not have literally purchased a house on the opposite side of their street, since the South-West facing hill was so critical to Husband, in order to willingly forfeit the security and peaceful assurance, provided by his comfortable, customized, extremely robust storm shelter, which Husband had built inside his Duplex, prior to meeting Wife.

Now in addition to Husband losing the value of his home, Husband also lacks anywhere affordable to live, without Husband being physically forced to liquidate or discard the majority of his personal property, which is bulky, not of much value to others, but extremely important to Husband. So, Husband shall loose on every level, walking away from this marriage with less than he had 20 years ago. Crippled financially, materialistically, vocationally, and credit wise. Along with the increased physical and mental challenges, which typically increase with age, pushing the goal of recovery with a

fraction of the standard of living previously enjoyed (both prior to meeting Wife, and since) further out of Husband's reach.

Husband is repentant for that which he has done wrong, more than most people will ever understand. Husband understands that without his complicity and misplaced trust, he could have never found himself in such a dire state. Yet there is something much greater being done "wrong" here to Husband, than by Husband. As Wife leverages the law, along with her violent character assignations of Husband, with a fraudulent narrative, the uncommon minority stereotypes, media hype, and social anxieties. While gaining sympathy playing the victim, exploiting common misperceptions about the "weaker" more "fragile", "innocent" and "needy" gender. That is certainly the story which Husband believes that Wife would like the court to believe; however, that's not what Husband believes that the evidence here shows.

a Husband was sleep deprived, distraught, and overwhelmed after court on August 1st, when Husband learned that he is losing his home, which holds his entire life's savings, all his retirement, and nearly a decade of work, by the aggressive, unfair, harassing, demeaning, strategically planned, multi-faceted legal assault by Wife and her counsel. Wife's main objective is to not pay Husband alimony, at ALL costs. Even at the expense of destroying herself; her career, her health, and her life. (Claim will be backed with significant documentation.) Especially after the 2019 tax reform laws, where alimony is no longer tax deductible for the advantaged

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party. Even though Wife has been the primary breadwinner for the past 12 years of their marriage.

b Wife has been "bullying" Husband, both financially and legally, with false claims. Wife's first divorce complaint stated that Husband is crazy, but highly skilled and employable, a complete contradiction of claims. Now Wife's narrative is that Husband is dangerous, while being highly employable since he is a "genius" with computers.

i Husband has been tested to have an IQ of 100, which is as perfectly "average" as they come.

ii Husband is not a "genius" at anything, especially related to any specific vocation, as he has spent his lifetime diluting his vocational value to any one discipline, by migrating from trade to trade, primarily determined by supply and demand, rather than passions, interests, and aptitude, which has been Wife's privileged vocational history. Prior to marriage, without any higher education, Husband has always been a blue-collar worker, often working two and sometimes three jobs simultaneously, simply to support himself with a comfortable but much, much lower standard of living, than the couple had together.

c Wife claims that Husband refuses to work.

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i That claim couldn't be more of a lie. Husband works constantly to try to meet every need of the family, to contribute "his share", and to (impossibly) please Wife. Husband has never been lazy, nor even accused of such. Wife complains now, accusing Husband of refusing to have a job outside their home, because it adds leverage to her divorce complaint, based upon conventional roles and social expectations.

[redacted]

[redacted]

iii Wife repeatedly assured Husband, that as long as the two could live on her income, without accruing a negative cash-flow, increasing their debt, that Wife was absolutely content in living their entire lives on primarily Wife's income, in order to have Husband manage and take care of every other major need for the family, and to be at her beckon call. Wife affectionately called Husband her "House Husband", both publicly and in private.

iv Wife also liked having Husband constantly at home, to care for, meet any emergency needs for, and provide company to the family's pets. Wife is a very abnormal pet lover, beyond any common conventional belief structure, and would sacrifice anything to ensure the happiness of the family's pets.

d Wife claims that Husband refused to sell their marital residence, despite the dire financial condition which Wife was in. That Husband was a constant obstructionist regarding the sale of their home.

i Though the home is a once in a lifetime opportunity for Husband and Wife, originally cherished by both, holding almost their entire net worth, which Husband had not only invested all

of his wealth into, but also his daily labor maintaining and improving the property for nearly a decade.

ii Recognizing the realistic alternatives while trying to determine how to rebuild his life, there were many times, frequently for several months, within the past year and a half, when Husband was not only willing to sell the marital residence, but Husband even offered to freely surrender his equity to Wife twice, with the sole condition that Wife live in the home and enjoy it for five years, before selling it, simply to profit from cashing-out and keeping both of their equity.

iii In all the above-mentioned instances, for one reason or another, often without Wife even providing an explanation or a response why, Wife chose not to perform, hence keeping our joint ownership in our home.

iv The urgent financial need has been fabricated by Wife, and Wife has refused to put the primary terms of her own verbal settlement agreement with Husband, on paper. Resulting in at least as much delay in selling the home as Husband has caused.

e With Wife possessing a degree from MIT, and being a licensed architect, with a $94k per year gross income, which is actually an income of $116.5k per year with her employer provided benefits included (while

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Husband was a high-school drop-out and has never made over $50k per annum), neither of which would have been possible without Husband's support, it was jointly determined, very early in the marriage, that Wife's time is best leveraged earning income, while Husband's time is best leveraged making said income work hard and efficiently for our family, while filling every other crack in our lives. Husband managed, customized, and cared for our homes and their properties. Husband managed our finances, managed our taxes, managed a rental property for most of the marriage (Duplex), which Husband previously owned. Husband also ran several small businesses, from being a Residential Real Estate Agent, to opening a small marketing firm, building websites, performing IT work both locally and remotely, while managing and maintaining most of the Tech needs of Wife's architectural firm, for many years.

f Husband is completely self-taught in the area of computers and technology, without any licensing or certification, and having never worked for any company in that capacity, except for his own tiny start-up, which almost completely serviced Wife's employer. Similarly, Husband's "jack of all trades and master of none" career path, has diluted his value in any one specific discipline.

g Prior to the marriage, Husband worked blue-collar jobs all his life. The most recent of which was running multi-million-dollar printing presses, for Atlantic Envelope Company, with the global FedEx contract for

manufacturing their Tyvek envelopes. Husband was one of the top-three "Lead Pressmen", in both skill and wages, within his manufacturing plant. This was a good job, with good benefits, including an hourly rate of $24 per hour at its best, but there was a hard ceiling at that point with no room to grow, advance, explore, or excel.

h Husband's employment with Atlantic Envelope Company ended shortly after the marriage, after Wife obtained her Architect's License with Husband's help. Wife encouraged Husband to pursue a career in Real Estate, which excited us both for a while, as we explored the intersection between Architecture and Real Estate, taking on a "flip", rehabbing it literally from the ground-up, and selling it, while we studied other investment models and properties. In the end, both Husband and Wife found Real Estate to be stressful, unreliable, and generally disappointing. Through an aptitude test in counseling, both learned that Husband is "wired" more toward the technical professions, instead of what are primarily "people centric" occupations.

i Husband regretted leaving Atlantic Envelope Company for several years, since it was the best money and "fit" which he had found so far. Husband only feels good about a job, when he is seasoned, proven, and can out-perform most of his co-workers. Husband has always found his security in his skills, never before in his relationships.

j Within a few years, Atlantic Envelope Company was sold a couple of times, then they went bankrupt. The Nashville plant was closed, and finally the entire company went out of business. The same has been the case for CPS in Franklin, where Husband previously worked as an "Assistant Pressman". Along with nearly every manufacturing printing company in town. Printing, once the second largest industry by volume, in the Greater Nashville Area, probably isn't within the top 100 today. The industry is simply gone, largely due to home computers and overseas manufacturing.

k Husband needs vocational rehabilitation, in order to focus training on a specific tech discipline, to grow his skills, value, and to earn a certificate or license in an area which has the capacity to earn what Husband made prior to the marriage, over twelve years ago. Husband's only IT "reference" currently, would be Wife and Wife's employer. Neither of which are willing to lend their endorsement, despite Husband's excellent performance in serving their firm, in different roles for over a decade. While simultaneously saving them a small fortune, compared to industry-standard rates.

2. Agreed, in hindsight, this was a violation of the Ex Parte Order of Protection ("OP"). However, as evidenced by the documentation to follow, showing that Wife has manipulated and taken advantage of Husband, as well as the legal system, while extorting every bit of value from Husband's life, finally to discard him as a piece of trash without any responsibility or care. Wife blatantly lied to this court, to pretend to feel "physically

threatened", when Wife knows clearly that "words" are Husband's "weapon of choice". Actually, words are really what Wife fears the most from Husband, not in the toxic or abusive sense like she is portraying and you would expect (we rarely even communicate anymore), rather Wife fears Husband publishing evidence online, showing Wife's unethical, senseless, careless, and even criminal activities. Some of which Husband must now share here today, in order to have any chance at a fair trial, after the exhaustive amount of false and fraudulent narrative which Wife and her counsel have repeatedly attacked Husband with now (4x), before Husband even had the opportunity to file an "Answer and Counter Complaint for Divorce". Despite the false narrative presented by Wife and counsel to date, Husband continually wrestled with his first Attorney to file the "Answer and Counter", ultimately bringing about his "change in counsel", at Husband's choice.

a Wife's real reason for wanting an Order of Protection, was to use as a GAG order, preventing Husband from notifying the public online, or through local media, the scam which Wife is getting away with, legally and financially dominating Husband and then dumping him here, while self-sabotaging and lying about assets to qualify for bankruptcy, simply to exhaust any financial relief Husband is due, both during the interim, as well as after the divorce, by way of alimony.

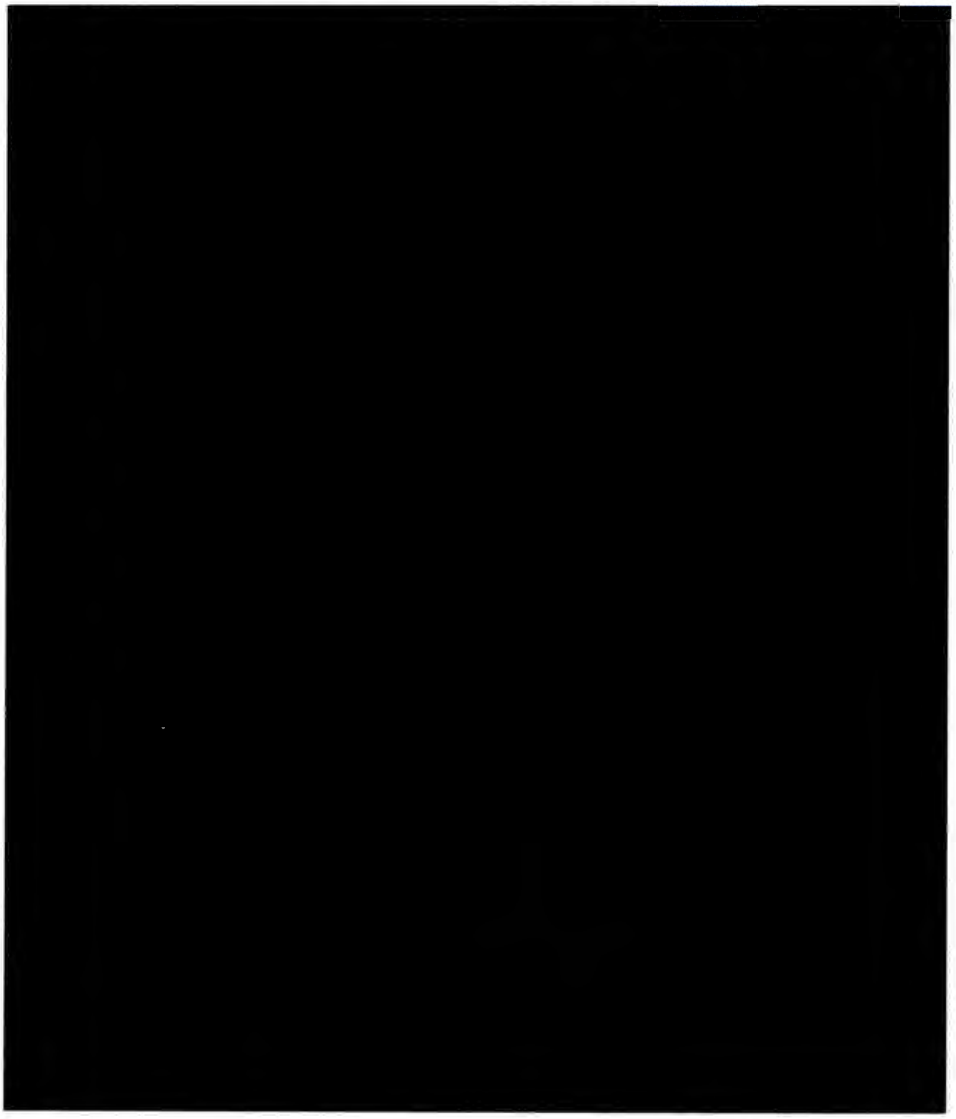
b Through "Collaborative Divorce" with Sandy Arons, Husband and Wife learned that husband should be legally due between 22% - 24% of Wife's gross income, for approximately half the term of our marriage, which is about 6.5 years.

c In real numbers, during negotiations, that worked out to be between $2k - $2.2k in alimony, per month, for a period of 6 years (at that time). Even after Husband and Wife decided to do a "Non-Suit" to sell our home outside court, it was with the verbal agreement for the parties to split the proceeds from the sale 50/50, less only the first and second mortgages. Followed by Wife paying Husband transitional alimony, in the amount of $1,750 per month, for a duration of 6 years.

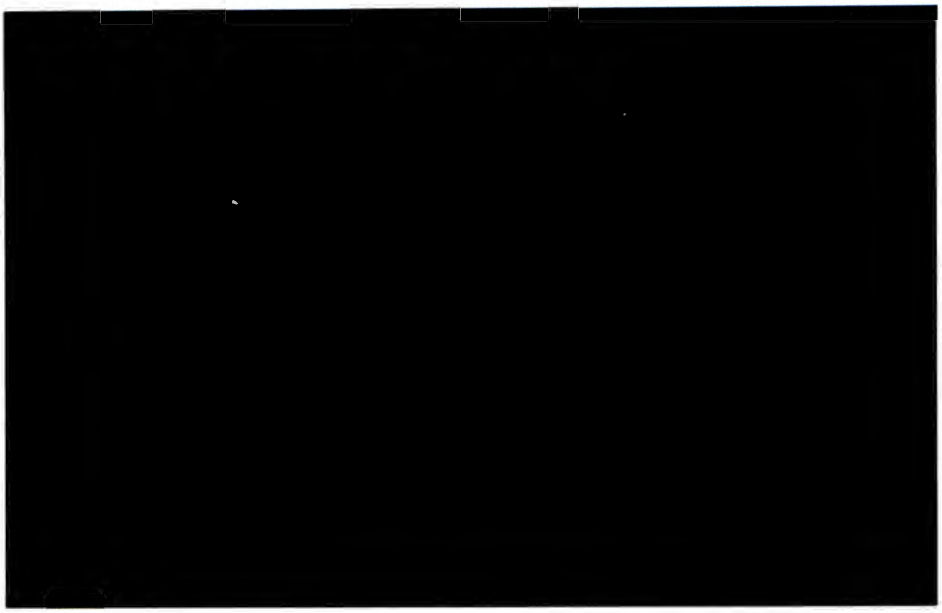
d The agreement was that after the marital residence was sold outside of court, each party would be responsible for the debts in their own name (hence the reason for doing this outside of court), each taking our 50% of the net sale proceeds, to do whatever we choose with it. Then, claiming to no longer have any "marital property" or "marital debt", we would file a FREE divorce using the forms provided online by the State of Tennessee. After which Husband would continue to receive the $1,750 per month (as transitional alimony, which can't be modified), for 6 years, as he sought vocational training, and began his whole life over at 50 years old.

e The only reason why Husband and Wife never proceeded with the plan to sell our home as agreed, is because Wife absolutely refused to put our agreement into writing. Though confirmed via email, Wife knew that her employer was planning to retire within the next year, so she expected the firm to close, and Wife wants to get a "fun" job now, or to only work "part-time", as she has since finally admitted.

f The Chapter-13 bankruptcy forced husband out of the house, with no prior warning about the default. Wife refused Husband's questions about their mortgage status, as he saw most of this coming, except for Wife's own bankruptcy, that was a surprise, but brilliantly cruel! While husband suspects those mortgage payments were funneled to pay for Wife's legal fees, both for her bankruptcy and the divorce, with Wife's current counsel.



[redacted]



i Husband and Wife had promised each other that we were going to live in this home, on Sunnyside, for the rest of our lives. Everyday that's what Husband worked for… Forever! 60% of everything Husband did, wasn't for the benefit of that day, week, month, or even year… but to make a nice home for us forever! Without which, neither of us could have ever afforded to purchase a comparable home in this zip code. Husband would get to continue to work from home or be a "House Husband" as Wife affectionately called him (almost daily). Anything which Husband asked about around the House, Wife would make a snappy comeback with, "that's your job!" Husband's job never ended, and it was eventually discovered that once menopause started early (about 5 years ago), that Wife was absolutely impossible to please!

j Keep in mind, that Husband contributed about 60% of our start-up capital, toward the down payment, and nearly $100k in renovations the first

year we purchased our home. Both Husband and Wife cashed out all Roth IRA retirement funds, to invest into the down payment, as soon as the funds recovered 75% of their value prior to the 2008 housing market crash. So, with a purchase price of $350k in 2011, plus around $100k in renovations that first year alone, we were at around $450k during the start of 2012, then Husband sowed seven more years of work into improving our home, forever!

k During this time, Wife invested her life/time into increasing her professional value as an Architect. (Something which no-one can ever take away from her.) Meanwhile, Husband invested his life/time into customizing and maintaining our home forever, to enjoy and benefit from (he believed), for the rest of our lives. Which was abruptly taken away by Wife's scams, financial and legal coercion, and the court ruling an absolute auction with no minimums, including all of Husband's personal property, if he can't move it out quickly enough. As Husband simultaneously needs to spend days and weeks endlessly trying to learn how to legally survive Wife's constant legal harassment.

l As verified by the attached exhibits, the fraudulent narrative, and the motions and petitions filed by Wife hence far, Husband respectfully asks the court for relief, under the legislation known as "Stalking by Way of the Courts". Wife has filed abusive motions and petitions in this divorce, designed to "harass or maliciously injure" the Husband, by exhausting his economic resources and trying to force him to make financial concessions.

This is simply a litigious form of domestic assault. Also referred to as "malicious prosecution or abuse of the legal process".

i All filings by Wife under Docket No: 48419B, show some form of this oppressive harassment, stalking, and domestic abuse.

ii Additionally, the "MOTION TO DEEM HUSBAND SERVED", and all the attached ugliness, including our custom "No Trespassing" signs, at the entry, designed collaboratively by Husband and Wife together. Yet falsely portrayed by Wife, as an irrational act by Husband, further used as justification for the Ex Parte Order of Protection, filed by Wife against Husband, to further harass, control, stifle, dominate, and injure Husband's first and second amendment constitutional rights, knowing exactly how crucial those freedoms are to both Husband and Wife.

1 Wife's counsel filed this motion on 6/20/2019, the day after Husband's counsel (then), Attorney Brittany Gates, communicated with Ms. Story on 6/19/2019, informing her that Ms. Gates was representing Husband, that Husband had already received service, and that Ms. Gates was Husband's Counsel of Record. None the less, Wife's counsel filed this motion with the court, though totally unnecessary, purely for the opportunity to further

smear the Husband's name, with their false and fraudulent narrative, solely for more litigious leverage over Husband. (They weren't going to let all that good ugliness go to waste.) Furthermore, someone from Ms. Story's office directly emailed the documents to Husband, though they had already received notice that Ms. Gates was Husband's Counsel of Record. Such created an ex parte communication, which was wholly abusive and unnecessary (Exhibit-C).

2 The marital residence was purchased on 4/29/2011 (Exhibit-D).

3 Honeywell Vista alarm system, was purchased on 6/13/2011 (Exhibit-E).

4 Zavio IP Dome surveillance camera was purchased on 3/15/2013 (Exhibit-F).

5 No Trespassing signs purchased Nov/Dec 2015 (Exhibit-G) shows communications between Husband and Wife will selecting sign styles, along with purchase receipts.

6 Hikvision IP network surveillance cameras (10x) were purchased on 1/20/2016. Floorplan design by Wife, allocation by Husband and Wife (Exhibit-H). Installation by Husband. The floorplan provided is file

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

Vol 2
Appendix
13-2

TECHNICAL RECORD
II

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

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

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

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

TO THE
APPEALS COURT
NASHVILLE TENNESSEE

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

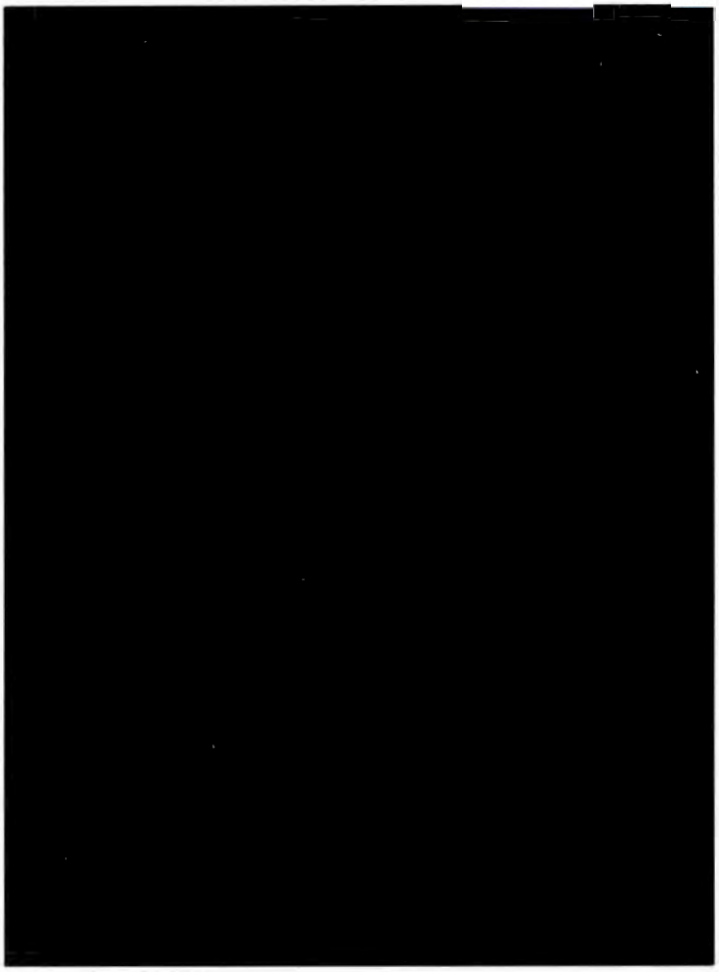
JEFFREY RYAN FENTON
17195 SILVER PARKWAY, #150
FENTON, MI 48430
PRO SE APPELLANT

FILED 31ST DAY OF MARCH 2020.

CHANCERY COURT
NO. 48419B

Dana B McKinney _____ CLERK
_____ DEP. CLERK

dated 9/5/2016, with Wife's handwriting visible on the bottom-right, with the following dimensions "outerhole: 3 ½" from each inside edge of facia…" Wife drew other plans and elevations, to help Husband determine roof/soffit/facia relationships and dimensions to install throughout.



8 Alarms are normal for everyone, Husband and Wife had those at their previous home. Husband and Wife also had "No Trespassing" Signs at their previous home,

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though that was primarily due to the transient rental neighborhood that the Duplex was zoned in, near Nipper's Corner.

9 The signage was for setting "boundaries". The alarm was really the only thing for "security". The surveillance cameras (which weren't monitored), were only for "accountability", after damage or intrusion was detected and researched for proof.

10 All of the electronics had something to do with the fact that both Husband and Wife like electronics, Husband more so than Wife, yet both are geeks at heart. Additionally, Husband's small business from home was in the tech industry, and Husband enjoyed learning about new technologies while installing them in his home first, to see if there might be any viability to adding that to the services he offered. Most took way too much time for Husband to ever be able to reasonably offer installation services to others. At the same time, both Husband and Wife got to enjoy a home (forever) which had built-in technologies, which neither of the parties could have ever afforded to pay third-party companies to install, administer, manage, and host. (At least not concurrently.)

m The letters to Sheriff Long and Attorney Lisa Carson, of Buerger, Moseley & Carson, PLC (Exhibit-I), though written and signed by Wife, were really a work of collaboration, where Husband participated, researched, or assisted in some capacity, even though the final communications were all written by Wife. (Husband wanted to copy the White House and most of Washington DC, so Wife insisted upon writing her own words, as she always does.)

n Husband believes that with the assistant of Wife's father, Wife undermined Husband's equity, by redirecting months of missed mortgage payments to the destination of Wife's choice. Hence benefitting Wife toward another financial need, while forcing the home toward foreclosure, and simultaneously leaving the court with no choice but to eject husband and tenants, followed by auctioning the home.

o Husband refused to render himself "homeless", without having in writing (even without lawyers), some assurance about how Husband could again afford to have a place to live. Now because of Wife's games, her deep dark strategy (Wife's brother has an MBA, and thrives on strategy challenges, while her father spent his life in Real Estate and Finance, and is infamous in their family for bankruptcy schemes and scams), allows Wife's income to decrease (as she plans), and the bankruptcy court will modify her "bankruptcy plan" to accommodate her reduced income.

p Husband insists that Wife had no legitimate need for an OP, but rather that she simply wanted the protections of a "GAG" order, along with

the opportunity to assassinate Husband's character and continue with her fraudulent narrative), was fully armed at all times, with both her Glock .40 caliber handgun, which she keeps inside her purse (it is under the seat of her car, while in court) and a large law-enforcement quality, pepper spray cylinder, attached to her keychain. her and Husband requests that the OP Ex Parte be abolished, as it was fraudulently requested, under fraudulent pretenses, for purposes other than which it was designed, as a sweeping order to provide physical safety to those in jeopardy of physical harm.

q One of the realities which Husband understands in life, is if someone calls the police and says (with panic), "Help! I'm scared that my Husband (brother or friend) might publicly expose the TRUTH about me online, along with the substantiating proof." That the police don't usually rush over to arrest, restrict, or confine the perpetrator.

r However, if you simply change a couple of words to say (with panic), "Help! I'm scared that my Husband (brother or friend) might physically harm me." In that event the police will probably rush right over, intervene, arrest, warn, restrict, or confine the perpetrator.

i At which point, if you can obtain an Order of Protection, or a Temporary Order, you're not only protected from physical harm (which was never really a concern).

ii You also are protected from a host of other concerns, since the "perpetrator" has had some of his basic constitutional rights revoked, as a result of the tiny lie which you told the police.

iii Husband has seen this abused more than once, and so has Wife, and people know the power which this one tiny lie can yield over others.

iv It is for this reason, that during Husband's research, that an Order of Protection is commonly referred to as "the second most oppressive and abused piece of legislation" used against the American people. It is also commonly referred to as "the nuclear bomb of divorces." Husband can personally attest to the accuracy of both of those descriptors.

s Even though Wife has convinced herself (and everyone within her circle of influence), that she is the victim here, really many of her "actions" (as opposed to Husband's "words") have been extremely aggressive, even violent, in a non-physically threatening way. Wife's unilateral choices, without a moment's notice, warning, or any opportunity to course correct, have financially devastated the family, and rendered all their property virtually worthless.

t Husband accepts his share of blame in all matters. Husband knows that he is neither a victim nor an abuser, he is something rather broken, in between.

u Husband had many opportunities to course correct without accurately recognizing what season he was in, and without Wife ever informing Husband that she is really even considering a divorce. Husband knew that they were in a storm, but he believed the storm to be primarily

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financial, with a relatively short cure-time. Believing that once the financial stress was gone, that everything else would automatically find a significant measure of relief.

[redacted]

w Throughout marriage, Husband felt as though he could never "catch-up". Between Husbands ADHD (challenge with focus) and OCPD (a need to do tasks excellently, or not at all), Husband never seemed to be able to "catch-up" to Wife (Exhibit-A). Wife appears to be counting upon that, with her divorce tactics now. To keep running, and running, and running. If Husband ever has the time and resources, he can disprove every false claim of Wife, which is why she is intentionally hitting him as hard and repeatedly as she can.

x The simple thing which Wife apparently doesn't see, is if she worked "with" Husband a little bit, to help him reach some level of financial, vocational, or residential stability, Husband would make his way on his own. Never as quickly as Wife. Never nearly as fruitful or prosperous as Wife. But that is life. Husband wants to be "free" as badly as Wife does. He just hasn't had the time to fight these litigious battles while trying to reinvent himself at 50 years old. Husband can handle one major project or challenge at a time, If Husband is to move, then Husband needs 2-3 weeks

with nothing else in the World to focus on besides moving. Likewise when he gets moved, he will need a couple of months to get sorted in his new environment, adjust to massive social and economic losses, and try to find some job to help buy food until he can improve his vocational training, to where he could be functionally independent again.

y Husband doesn't want to "use" Wife as she and her family believes. Husband made more money and had significantly more property than Wife when they met. Husband was never attracted to Wife because of her MIT degree or her professional future, she didn't have a dime when Husband met her, and was actually $15k in debt to her mother from her previous divorce.

z Husband's foundational belief is that both Husband and Wife reached this state of brokenness together, so they should work their way out of it together also, rather than poaching off of Husband's poor elderly mother, at the age of 50 years old. Husband's mother was primarily a single parent "nurse", with five children. Every penny Husband's mother has, is because she denies herself basic luxuries which Husband still enjoys daily, even though Husband is penniless, unemployed, largely unemployable (due to speed and specificity, along with outdated vocational skills and experience), and soon to be homeless. Please see the letter left to Husband and his mother's best friend and husband, regarding what she had saved her money for, since both of her parents got dementia as they aged (Exhibit-J).

aa After October of 2018, when the Court schedule was mostly full, through the end the year, Wife refused to "settle", saying that since she missed-out on the tax write-off, which was grandfathered for all who finalized their divorces prior to 2019. Wife has refused to work with an independent third-party by any means since. The reality is that $120k in alimony over the next six years, is a lot scarier to Wife than throwing away our equity in our home, than paying a lawyer $20k-$40k to fight a "contested divorce", or even than filing bankruptcy herself, in the end. Earning slightly less than a six-figure income and filing bankruptcy over $50k in debt. Husband is the opposite, has never had over a $50k per-annum job, and has around $100k of debt legally in his name currently. While Husband's last retirement investment in his home, is being essentially forced-out by fraud… again.

bb has ardently refused to perform with unfounded concerns unsubstantiated Wife would request that the OP be made permanent and that Husband be required to pay her attorney's fees for having to bring this Motion.

3. Husband has a sleeping disorder, which Wife believes to be "Non-24", that she learned about during one of the narcolepsy conferences which she attended. Husband never saw any confirmation regarding Wife's walk-through confirming any time or date for the walk-trough, since it was so short notice (Husband has told his counsel, that he requires at least twelve hours' notice prior to any commitments or meetings, because Husband is often awake all night, and sleeps all day. Such was the case in this instance.

Husband awoke around 3am to find information in his email about the appointment, after the scheduled date and time had already concluded, twelve hours prior. (Husband is often awake for 24 hours, then sleeps for 12 or 16. Husband must always know before going to bed, when he has any appointments or obligations the following day. , until after the time scheduled by Wife's counsel, while falsely claiming that I had confirmed the appointment time and date.

a Despite the complaints from Wife's counsel about Husband trying to delay or obstruct the walk-through or the auction in any way, that is completely false. The court order never mentioned anything about the Auctioneer accompanying Wife and her counsel during this walk-through. This walk-through per court order, was supposed to be completed much earlier, with a subsequent list of items which Wife wants to keep (determined during the walk-through, which was the purpose of the walk-through, as well as for Wife to ensure the condition of the property). Wife's counsel sent a list prior to the walk-through in an attempt to comply with the court order, but completely failing to meet the 10-day deadline for the walk-through, plus to provide to husband the subsequent list. Nobody informed Husband about the accompaniment of the Auctioneer, or any other parties beyond Wife and her counsel. Any other arrangements were at the fault, and outside the control, of Husband. To this day (8/27) Husband has been told that Wife is still compiling a more comprehensive list of personal property, which she established during the walk-through, yet even

though it was legally due by court order on August 11th, Husband has still never received any such document since the inspection.

b Husband made every attempt to communicate quickly and accurately with Wife's counsel to help schedule this, even going so far as copying her directly in Husband's emails to his counsel to ensure that his messages were getting relayed to Wife's counsel in the quickest possible fashion (for which Husband was reprimanded both by his counsel and wife's), but Wife's counsel still totally dropped the ball on this, while again aggressively blaming Husband and filing a complaint with the court.

i This is simply another example of litigious "bullying", which is completely inappropriate, harassing, abusive, unacceptable, and illegal.

ii Husband respectfully requests that the court order Wife and her counsel, to be less litigious, to work cooperatively with Husband toward solutions benefitting both parties, rather than filing inaccurate, twisted, false, and condescending motions, to hijack, oppress, and injure Husband, both in respect to the financial injury which he has suffered to date, of nearly $13k in legal fees, without even beginning his divorce, as well as injuring husband's physical and emotional, needing to figure out how to reply to these often fraudulent motions, under the threat of incarceration should he fail. Meanwhile, if Wife and her

counsel really want to sell the marital residence, then Husband both needs and deserves enough time to pack his possessions (all 3,000 SqFt of them) and move to Michigan. This will take an absolute minimum of two weeks to simply be ready to vacate the property, which Husband wants to do prior to the auction.

1 As such, Husband requests an extension for the sale date, as well as for the dates for Wife to remove her personal property, so that Husband will not again be forced to vacate his residence, when he needs every available moment for packing.

2 Husband requests that the court order a two-month moratorium on any deadlines and court filings on this docket, including all motions, petitions, etc… with the only exception being if Husband fails to vacate the property by September 15th.

3 This time is needed with Husband's handicaps, so that he can focus on his move, and have any chance at completely evacuating the property by September 15th. (Provided the court approves.)

4 This would allow the minimum time required both to pack and prepare to move, while allowing husband to break-down his office and complete the move to

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Michigan, without fear of concurrent litigation being filed, forcing Husband to redirect all energies to meet the emergency legal demands.

5 The move will require Husband to obtain significant storage space, and will require a lot of physical assistance, for weeks, to just begin to get settled, while moving into Husband's mother's small basement in Michigan.

6 After which Husband will need to assemble office furniture, and rebuild his network, get his server up and running, etc… during which time Husband will have no access to any of his files and records related to this divorce.

7 Consequentially, until this move is completed, Husband will be physically incapable of responding to court filings without Wife first winning default judgments, which is absolutely unfair.

8 Should the court not find this two-week auction deadline extension agreeable, or the two-month moratorium on all court filings so that Husband will have the time needed to move, then Husband will be forced to remain in Tennessee throughout the Auction,

and require additional financial assistance to do so, now that Husband's tenants have been evicted by the court.

a As per court order, there are no more rents coming in, plus Husband was forced to return tenant deposits, which he had used to merely survive, Husband is now behind on all the utilities for the property, and requires some emergency financial assistance from Wife, immediately, if the court will allow. Otherwise Husband will be forced to turn-off all utilities upon vacating the property, to not run up more debts in Husband's name than necessary.

b The utilities run approximately $400 per month, plus with the loss of $1,400 in rental income, which just barely allowed Husband enough money for food, gas, meds, and to pay the utilities, Husband requests some immediate emergency financial relief from Wife, in the amount of $1,000 now, to bring the utilities current and to provide Husband with enough money to purchase food and his basic essentials, from now until September 15th, when Husband vacates the property to head to Michigan.

c Husband is temporarily borrowing the money for the move from his mother, expecting that cost to be around $3,000, plus the cost of monthly storage. Husband requests the court to reimburse this expense to Husband's mother, immediately upon the sale of the home, from the Husband's portion of the remaining equity.

d Husband also requests the court to order Wife to transfer all the utilities back into her name immediately, or if the court and the Wife prefer, to order Wife to pay Husband an additional $500 prior to 9/5/2019. to leave the utilities on in the Husband's name, through the auction, up until closing, provided that all takes place within our current timelines.

e After the move, Husband respectfully requests that the court order Wife to begin paying Husband $500 per month again, adjusting her bankruptcy plan as needed, as temporary support, to help cover the cost of Husband's food, so not to further burden Husband's mother financially.

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f Of these monies listed above, Husband respectfully requests that only the costs of moving and storage, be deducted from Husband's share of the sale proceeds, as the rest is believed by Husband to be the minimum due Husband from Wife, under Tennessee law, to help partially support Husband, until a full and final divorce decree can be reached, along with hopefully a corresponding alimony agreement, which Husband sincerely hopes the court will grant him, so that Husband will have an opportunity to obtain vocational rehabilitation and one day become financially independent again.

9 Should the court be agreeable to extend the deadline of the auction for two-weeks, and to the two-month moratorium on all court filings, provided that Husband vacate the property by September 15th as proposed, then Husband requests that the court all the Wife to handle all communications and interactions with the Auctioneer, after September 15th, once Husband has vacated the property.

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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.

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.

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 the

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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, [redacted]

[redacted]

[redacted]

f The original plan was to leverage the Duplex to help with the $100k of improvements we made to our Sunnyside home within the first year. I then knew that we had five years before the Duplex $30k 2nd mortgage balloon note would be due.

g So, the plan was after the improvements were completed at Sunnyside, after a couple of years of appreciation, we would refinance the second on Sunnyside to pay off the second on the Duplex. But it didn't work out that way.

[redacted]

[redacted]

4. Per court order, both the Wife's walkthrough and thereafter her list of personal property which she requested from the marital residence, were supposed to both be completed within 10 days of the August 1st hearing date. That means that per the order of the court, the deadline for both of those tasks to be completed was on 8/11/2019. Ms. Story never even contacted Husband's counsel to begin scheduling the walk-through until 8/12/2019, already missing the deadline, requesting the walkthrough on the on the 13th or 14th, days later after the court ordered deadline. Yet Wife's counsel still finds it necessary and appropriate to legally blame, bash, and harass me with her litigious accusations, twisting information to make me sound as if I'm the party who failed to adhere to the timelines ordered by the court. Again, Husband respectfully requests that the court take action to discipline Ms. Story, to correct her actions, and change her future narratives to much less frequent and less hostile, and to work on improving her accuracy some, while reducing her slander of Husband's name and his character, both which Husband finds highly offensive, and which is harmful to Husband's mental and emotional health.

a Husband respectfully asks the court to please not allow Wife back on or inside the marital property, unless the court should choose to first terminate the Order of Protection Ex Parte, obtained by Wife's completely fraudulent testimony, so not to interfere with Husband's packing, by forcing Husband to vacate his home again, prior to either his move by September 15th, if approved by the court, or until after

the auction is finalized and the court provides Husband with the funds from the sales proceeds, necessary for Husband to move and obtain lodging here locally

5. Husband respectfully requests that he be awarded all his attorney's fees hence far, totaling around $13k, most of which Husband borrowed from his elderly mother, as Husband has not even reached responding to the divorce complaint yet, but all $13k in legal costs have been exhausted simply to protect Husband from the harassing, abusive, false, and fraudulent claims of both Wife and her counsel. both Wife and Wife's Wife requests that she be granted attorney's fees in this cause to be paid from Husband's share of the proceeds as he has failed to abide by his agreement as well as the lawful

Orders of this Court.

6. To date, absolutely no delays of process have been due to the fault of the Husband, despite the deceitful claims of Wife and her counsel. Husband's first counsel failed to perform, though Husband was promised a draft to his Answer & Counter Complaint, which Husband has still never seen to this day. Absolutely no documents were filed, except for an extension to the temporary OP, so that Husband could gather a shocking amount of evidence, to hopefully dissolve the matter, but the continued failures to perform by Ms. Gates, forced Husband to borrow another $5k from his mother to hire Husband's second set of counsel, with only two work days remaining to respond to both the fraudulent OP claims, as well as the order to sell my home. The two largest decisions in my life to date, with only two days to respond, while Ms. Story absolutely refused agree to an extension for my incoming counsel, in either of the monumental and immediate matters. As such I see not why she is carrying-on about any delays or failure to perform on my part, except again to assassinate my character and to litigiously harass and abuse me.

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a I respectfully request that the court order Ms. Story to attend a legal ethics class, to encourage her to be more honest, sincere, and kind in her legal motions. Such abuse by legal process is absolutely barbaric and intolerable.

b Husband prays that the court will defend him in regard to Ms. Story's abusive treatment, and/or that she be replaced by another member of her firm in this matter, having failed to act as her office should require.

c Husband has no objection to waiving the Mediation, as Wife has made it clear to Husband that she is in no way wanting to participate in any collaboration, mediation, or any other fair, neutral third-party assisted solution, or we would bc divorced by now. Wife is only interested in a judgment, and refuses to settle by any other means, despite having filed bankruptcy, and the dire financial condition of both parties.

i For the purpose or again correcting the narrative of Ms. Story's verbal attacks by legal process, Husband wants to clarify that Wife's desire to skip mediation has nothing to do with her fear of Husband, especially for the ridiculous benefit of being mindful of the safety of everyone else involved in the process. I've never been more falsely harassed by anyone, and again, I appeal to the court to please intervene.

ii The real reason why Wife has refused every attempt to sit down at the same table with Husband and work towards a fair solution, has absolutely nothing to do with Husband's words,

the intensity of his presence, or any pressure which Husband could emotionally inflict upon Wife.

iii The reason is because Husband is the one person in the entire World, which Wife really struggles looking in the eyes and lying to, about her fraudulent, victimized narrative, since Husband was THERE with Wife, and remembers vividly what really happened and what did not. In contrast, most other people take Wife at face value, seeing her obviously distraught, disheveled, and injured impressions, not realizing that the majority of what they are being told, is either a really twisted version of the truth, or an absolute lie. While the signs of abuse which she portrays, some of which are real, but are self-inflicted, and never ceasing, by Wife's relentless desire to discard Husband without a penny of alimony, vocational rehabilitation, a roof over his head, or food for his belly. Wife is absolutely destroying herself, fighting to be what she calls "free" or "independent", unwilling to recognize or accept any financial obligation, responsibility, or reparations for the impact which she has had upon the Husband's life, as it lies all in ruins now, and in two months another family will be living in the home which Husband invested the proceeds of his entire life, both financially, and in labor.

7. Husband can't apply for any insurance, until Husband has either obtained vocational rehabilitation and subsequently found gainful employment, or until Wife starts paying adequate alimony to pay for said insurance, as well as meeting some of Husband's other real financial needs, such as purchasing food, paying for meds counseling, etc… Should the court be willing to order such support for Husband, then providing the sum is adequate, Husband will be happy to apply for such independent health insurance.

8. The reality is, that contrary to Wife, Husband can definitively prove each and every word written in this response and counter motion. Husband has put forth an absolutely exhaustive effort to provide the court with some of the information which Husband feels may be pertinent to helping the court discern whether Husband or Wife is presenting the truth to the court. At the samc time, this is probably 1/100th of the documentation which Husband possesses in support of his claims. The unfortunate outcome of the path which Wife has committed her life to, and is pursuing with reckless abandon, which caused her bankruptcy, which still makes bankruptcy eventually inevitable for me, as Wife continues to refuse any solution except for one appointed and ordered by the court.

As we are both completely broke, as recovery is realistically not even plausible for Husband, though his financial independence hopefully is, with some structured support and vocational training, leading to a technical certification or license in a progressive field, with vocational opportunities in the area which Husband resides. Continuing with this matter in the court is harmful to all parties, despite Wife's inability to stop injuring herself, and consequentially Husband, since Husband will never be able to focus, with his

handicaps (ADHD, OCPD, GAD, Sleep Disorder) as long as Husband's life is on trial, and due to Husband's financial shortcomings, and Wife's refusal to pay, Husband shall have no choice moving forward except to represent himself.

So at the end of the day, we can either continue as we have here today, for likely the next three years, forcing Husband to put recovery, rehabilitation, and all progress to rebuild his life on hold, until Husband no longer needs to "play lawyer", so that he can focus upon rebuilding some semblance of his life. Husband has serious concerns, about the proceeds from the sale being parked with the court for very long, since Wife's abusive and litigious counsel works right across the street from the courthouse, while Husband will not be in state or able to adequately defend himself.

Furthermore, Husband is absolutely terrified to drive over the Cincinnati bridge, as wife can well testify. (Husband has not driven over that bridge in a decade, and the last time Husband had a serious panic attack, and nearly passed out while driving a U-Haul with Wife.

So Husband's only options are either to take enough Xanax that he can probably drive over the bridge safely, to then need to shortly thereafter find a place to park and sleep it off, or to have someone else who can drive Husband over the bridge, of which Husband knows of no volunteers (mother is now too old for that drive). Therefore, due to these exceptionally complex and harmful consequences for both parties, to continue in court any longer, Husband asks that the court make an exceptional modification to protocol, and provide to Husband and Wife a full and final divorce, here today, upon the grounds of

irreconcilable differences, and determine as fair of a financial settlement between the parties as the court is realistically equipped with the information it has, including the exhibits provided herein. Should the court be willing to grant us a final divorce today, but require more time to review the abundance of documentation provided, which is honestly completely unbiased, and to issue said settlement in the near future, without requiring another court appearance, Husband would be very welcoming to such an outcome as well.

Despite Husband's real need for support in this matter, Husband needs even more to never need to drive back over the Cincinnati bridge, to continue this violent process against each other and our own persons. For reason of mental and physical health, I beg the court to end this once and for all today, to save us all the next three years of our lives, wrestling over breadcrumbs. Husband's requests for a settlement approximately half of what the parties previously discussed, planned, and verbally agreed upon, is outlined below, which Husband respectfully asks the court to consider granting. Should the court decide to grant less to Husband, then Husband shall find no need to object or file further motions, Husband shall gratefully accept whatever the court finds fair. Husband does request that the court not decide upon any judgment which can be modified, altered, or which leaves the door open for future litigation, by either party. Else Husband fears that this case shall perpetually carry on forever, costing both parties more than either party can financially, emotionally, and mentally afford.

Although settlements are typically reached between opposing counsel; due to the abusive manner in which Ms. Story has presented herself throughout her filings in this case,

Husband respectfully requests that the court make an exception here to help protect Husband from needing to sit with Ms. Story and endure her condescending narrative and tone. Instead Husband simply requests that the court make a full and final determination, without any further negotiations or litigation between the parties.

Therefore, should the court not find Husband's request to be in the best interest of both parties, as well as of that of the court, Husband is reasonably certain that he'll never realistically see or benefit from any of the proceeds from the sale of his home. As Wife's counsel and other demands nibble away at it, beyond the practical reach of Husband. Whereby losing his retirement savings, and everything which Husband has earned during his lifetime, which would be one final travesty to end this absolutely toxic divorce.

Yet whatever it must be, so be it. Husband just asks the court for fair and reasonable consideration, and to end this nightmare once and for all. So, Husband can focus on what lies ahead, returning from where he once came, but has been fortunate not to need to leave since reaching adulthood.

Should the court have any questions or need any information, please feel free to ask. Husband can be emailed directly at [redacted] A mountain of documentation pertaining to the marriage is available upon your request.

Thank you for accepting this late filing, and earnestly considering the plethora of complex findings contained herein.

WHEREFORE, Husband would respectfully request that:

1. The court order a full and final divorce to Husband and Wife, on the grounds of Irreconcilable Differences. The Order of Protection be made permanent and that Husband be required to pay her attorney's fees for having to bring this Motion.

2. That the Temporary Order of Protection be terminated. (Husband is willing to sign a "Hold Harmless" with Wife, which can be styled to include both of our families, our employers, etc… so to protect both parties from either defaming them or publishing anything online about them, for the rest of our lives. Not requiring yearly renewal as with an Order of Protection, and also not injuring Husband's vocational potential, like an Order of Protection.

3. If for any reason the court is not willing to terminate the Temporary Order of Protection, Husband respectfully requests that it only apply to Davidson and Williamson Counties, and that it not be converted into a full order, so not to affect Husbands employment potential. (Husband's firearms are located in a friend's gun vault in Goodlettsville. Husband needs to be able to legally pick them up in the U-Haul, while driving North toward Michigan, as Husband moves there for the foreseeable future.)

4. That the court divide any proceeds remaining from the sale of the home 50/50, while ordering both parties to continue assuming responsibility for the debts in their respective names. (Whether that be by bankruptcy or however the parties can.) Husband requests that his half of the split be paid directly to his mother, "Marsha A. Fenton" [redacted] to help setup a trust for the future needs of Husband, educationally or otherwise. (Provided there is enough money to justify doing so.)

5. That in addition to the 50/50 split requested above, that the court repay Husband's mother, "Marsha A. Fenton" [redacted] $10,000 directly out of Wife's

share of the sale proceeds, prior to paying any other debts, obligations, or creditors, except for the two mortgages. This is to reimburse Husband's mother for the expense of defending Husband against these totally unnecessary litigious claims, without even addressing the divorce yet in a conventional manner. Wife had previously assured Husband that she was finished with her litigious assaults, yet Wife still elected to execute her largest, most unfair, brilliant, but absolutely devastating legal assault upon Husband to date, again, without a moments warning. Husband therefore request the court to order Wife to repay Marsha A. Fenton for her resulting losses.

6. That at least a sum of $21,000 be paid to Husband's mother, Marsha A. Fenton, to repay Husbands debts to her, prior to paying off any other debts, obligations or creditors, except as stated herein.

7. That the court payoff the outstanding balances to Husband's legal counsel $8,600 to Marty Duke and $2,579.39 to Schaffer Law Firm, directly out of Wife's share of the sale proceeds, immediately following the repayment of Husband's mother, prior to paying off any other debts, obligations or creditors, except as stated herein.

8. That the court award Husband transitional alimony, which the court automatically deducts from wife's paycheck, in the amount of $1,000 per month, for a period of four years, and wife be ordered to have her bankruptcy plan modified to compensate for this.

9. If there are any emergencies where Wife cannot legally pay alimony for any reason, that all missed payments be added onto the end of the four years, so that the overall benefit to Husband is not diminished in the end. (With the proposed alimony of $1,000 per

month for a period of 4 years, that would equal a total alimony to be paid by Wife to Husband, of $48,000.)

10. That after the full four year term of alimony is paid, by Wife to Husband, after having made up for any months missed throughout, that Wife should owe Husband, no more alimony or support of any kind, ever again, regardless of Husband's health, need or any other circumstances, conditions, or factors.

11. That Wife's employer keep Husband insured, as Mr. Ken Adkisson previously promised until the end of this year, or until Wife is no longer employed with that firm, whichever comes first.

12. That afterwards, Husband be responsible for his own insurance needs, without demand or oversight by this court.

13. That the court would order that neither the Wife, nor her counsel, can further litigate, sue, or harass husband, by means of legal actions or otherwise.

14. That the court order a "do not contact" on both parties for a period of one year, regarding the other.

15. That both parties execute mutual lifetime "hold harmless" agreements, to include protection both to and from their families, employers, and friends, in addition to themselves.

16. The court order the auction date to be extended by a period of three-weeks after the final litigation is entered/heard in this matter, or after a 2-month moratorium is ordered by the court, forbidding anymore legal filings, until Husband has had an opportunity to complete his move to Michigan and get settled. During which time Husband

is not to be disturbed by any of the parties in this matter, so that he can focus on packing and realistically have a chance to complete it, on such a short deadline.

17. An Order be entered allowing Wife to sign any necessary listing contracts or agreements to sell the home including closing documents on behalf of she and Husband.

Respectfully submitted,

Jeffrey Ryan Fenton (Pro Se)
1986 Sunnyside Drive
Brentwood, TN 37027
jeff.fenton@live.com
(615) 837-1300

This Motion is expected to be heard on the 29th day of August, 2019 at 9:00 a.m. If no written Response to this Motion is filed and served in a time set by Local Rules of Practice, the Motion may be granted without a hearing.

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via email, hand-delivered, and/or first-class mail to Virginia Lee Story, Attorney for Wife, at 136 4th Avenue South, Franklin, TN 37064, on this the _29_ day of August, 2019.

Jeffrey Ryan Fenton (Pro Se)

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

2019 AUG 29 AM 9:23
FILED FOR ENTRY

August 28, 2019

To Whom it May Concern:

I'm writing at the request of my client, Mr. Jeff Fenton, to explain his mental health challenges and their effects on his general functioning. I am licensed as a clinical social worker in Tennessee, and I have a private psychotherapy practice in Brentwood. I have been providing psychotherapy services for thirty years. My specialty is in helping adults with attention deficit hyperactivity disorder (ADHD).

I began seeing Mr. Fenton May 3, 2018. His primary concerns for which he sought my help were marital problems and effects of his ADHD. He has a history of particular difficulties with occupational functioning due to extraordinary perfectionism and getting lost in details, which contribute to inefficiency and missed deadlines. This particular challenge, along with certain other features, are consistent with symptoms of obsessive compulsive personality disorder. ADHD and OCPD have been the focus of Mr. Fenton's psychotherapy. He also has specific phobias and social anxiety, which have not been the primary focus in therapy.

ADHD is a neurological condition that makes it difficult to manage one's attention and inhibit impulses. It is often misperceived as an inability to focus rather than difficulty managing and shifting the focus of one's attention. Adults with ADHD often have difficulty returning to open awareness when locked into a focused state of awareness. They often have trouble activating and sustaining effort on monotonous tasks, organizing and prioritizing tasks, keeping track of items needed for tasks, estimating and tracking time, managing emotions skillfully, inhibiting speech and action (tending to talk excessively and interrupt others), and inhibiting impulses.

Obsessive Compulsive Personality Disorder is characterized by "preoccupation with orderliness, perfectionism, and mental and interpersonal control, at the expense of flexibility, openness, and efficiency," according to the DSM-5 (Diagnostic and Statistical of Mental Disorders - 5th edition). Individuals with this disorder try "to maintain a sense of control through painstaking attention to rules, trivial details, procedures, lists, schedules, or form to the extent that the major point of the activity is lost." They may get so caught up in the details of a project that they don't complete it, or they miss deadlines. If can take them a long time to complete a task due to this excessive preoccupation with details. They are often "inflexible about matters of morality, ethics, or values and may force themselves and others to follow rigid moral principles and very strict standards of performance." They often have trouble delegating tasks to others, as others must conform to their way of doing things. Those tasks must be done "correctly." They tend to "plan ahead in meticulous detail and are unwilling to consider changes." Their ability to compromise may be compromised by the inflexibility. They are uncomfortable with relationships and situations in which they are not in control or where they must rely on others. They are uncomfortable with the unpredictable.

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - A

RE: Fenton v Fenton Case# 48419B

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One effect of the OCPD is Mr. Fenton's communication when dealing with conflict. His excesses in speech and writing can appear imposing or hostile. He acknowledges his compulsion to communicate excessively. The compulsion is driven by an undercurrent of unsettled feelings that persist until he is certain there is no possibility of being misunderstood. This pattern is consistent with the disorder (OCPD). His effect on others—i.e., anyone receiving the excess of communication—is often lost on him, as his attention is locked into the effort to be understood. Consequently, those efforts are experienced by others as intense and sometimes hostile.

Mr. Fenton is aware that he has more work to do on this problem. He recently requested that we focus less on the present crisis and more on managing the challenge of coping effectively with the symptoms ADHD and OCPD, and decreasing self-defeating behavior. Due to both conditions, Mr. Fenton's excessive attention to what he wants to communicate obstructs him from being aware, in a given moment, of effects of his efforts (e.g., the impact of the volume of his voice when speaking, or the volume of information when writing).

Mr. Fenton has been forthcoming in psychotherapy sessions and has been open and willing to be challenged with respect to his symptoms and their effects. He acknowledges mistakes when they are pointed out and is working to understand how his best intentions sometimes go awry, and his persistent efforts can be self-defeating.

Mr. Fenton has never expressed any intention of harming himself or others during the sixteen months that I have known him. I have never had reason to suspect any intention to harm himself or others. He has participated frequently in a support group for adults with ADHD. He has participated actively and has offered help to others in the group.

Thank you for consideration of the role that mental health and disability have played out in Mr. Fenton's life and relationships. His participation in psychotherapy and related services will continue.

Respectfully,

Terry M. Huff, LCSW

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

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

July 19, 2019

To Whom It May Concern:

RE: Jeffrey Fenton, DOB: 10/08/19/69

Jeff Fenton has been a patient under my care since February 2012. He has been diagnosed with a Generalized Anxiety Disorder, Attention Deficit Disorder, and some Obsessive Compulsive Personality traits. He has been complaint with both his psychiatric medications prescribed and his individual psychotherapy with Terry Huff, LCSW.

The symptoms of his illnesses have interfered with his ability to maintain employment, despite compliance with our treatment recommendations. His condition does not predispose him to any violent behavior and, to my knowledge, he has not been involved in any violent behavior since being a patient under my care.

If you have any further questions regarding his diagnosis, treatment, or prognosis, please contact me with his permission.

Sincerely,

Richard E. Rochester, M.D.

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Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5)

Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F41.1)

Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2)

Circadian Rhythm Sleep Disorder (CRSD) Non-24-Hour Sleep-Wake Disorder (Non-24) DSM-5 307.45 (G47.24)

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

July 29, 2019

To Whom It May Concern:

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

Respectfully,

Terry M. Huff, LCSW

Terry M. Huff, LCSW

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

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

November 1, 2018

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

To Whom It May Concern:

Jeffrey Fenton has been a patient under my care since 2012. He is treated for a severe Generalized Anxiety Disorder, Attention Deficit Disorder, and suffers from an Obsessive Compulsive Personality Disorder. He also has specific phobias regarding weather, driving across bridges, and flying, along with obsessive concerns over his health.

His symptoms of severe anxiety, obsessive worry, preoccupation with details and rules, perfectionism, inflexibility, and problems with rigidity have all interfered with his ability to hold a job and have a healthy relationship.

I have prescribed medication including Lexapro 40 mg a day, Vyvanse 70 mg a day, Xanax 1 mg every six hours as needed, and Restoril 30 mg at night for chronic insomnia. He also has continued to see Terry Huff, LCSW, in psychotherapy. Despite his compliance with his medication and therapy, his symptoms continue to be disabling.

Please consider Mr. Fenton's severe psychiatric condition in any judgments being made about his ability to work and his ongoing divorce. If you have any questions regarding his treatment or prognosis, please contact me with his permission.

Sincerely,

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

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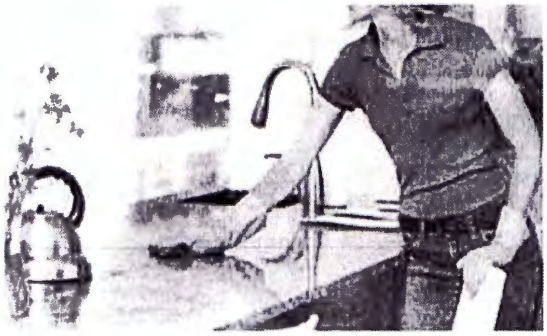
Obsessive Compulsive Personality Disorder

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

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



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

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

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

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

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

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

Symptoms of Obsessive-Compulsive Personality Disorder

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

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

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- Shows significant rigidity and stubbornness

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

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

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

How is Obsessive-Compulsive Personality Disorder Diagnosed?

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

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

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

Causes of Obsessive-Compulsive Personality

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Disorder

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

Treatment of Obsessive-Compulsive Personality Disorder

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

▶ **References** - Click to open

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

Last updated: 23 Apr 2019
Last reviewed: By a member of our scientific advisory board on 23 Apr 2019
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Jeff Fenton

From: Brittany Gates <brittanylmgates@icloud.com>
Sent: Wednesday, June 19, 2019 4:16 PM
To: Jeff Fenton
Subject: Re: Sunnyside house (This whole thread, explains a lot to do with our home, Fawn's devious plans, why I couldn't trust her to sell it with a POA (to sign my name), and some significant defects in the property, which Fawn refuses to legally disclose.

2019 AUG 29 AM 9:21

FILED FOR ENTRY

Categories: 5-Email: Present to Court

I've reached out to Virginia and we've scheduled a call for tomorrow. Once I speak to her i'd like hear your side of the case in order to prepare a counter complaint. Does 11:00 am work for your schedule if I speak to Virginia in the morning?

Brittany Gates
Attorney at Law
1616 Westgate Circle, Suite 116
Brentwood, Tennessee 37027
(615)844-6195:office
(615)844-6196:facsimile
(615)517-9490: cell phone
Sent from my iPhone

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - C

192

RE: Fenton v Fenton Case# 48419B

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 JUN 20 AM 9:17

FILED FOR ENTRY

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

COPY

MOTION TO DEEM HUSBAND SERVED

COMES NOW the Plaintiff/Wife, Fawn [redacted] Fenton (hereinafter "Wife"), by and through her attorney of record, Virginia Lee Story, and files this Motion to Deem Husband Served and in support of her Motion, would state as follows:

1. Wife filed her Complaint for Divorce on June 4, 2019.

2. Counsel for Wife hired a private process server, Lori Polk, to attempt personal service on Husband.

3. Ms. Polk attempted to serve Husband at his residence located at 1986 Sunny Side Drive, Brentwood, Tennessee on June 5, June 6, and June 8 to no avail. (See Affidavit of Lori Polk which was previously filed with the Court on June 11, 2019 and is attached to the Affidavit of Reasonable Efforts filed simultaneously with this Motion.)

4. Husband has installed numerous cameras around the home and posted a "No Trespassing" sign on the property. (Photo of sign is attached to Affidavit of Lori Polk.)

5. After Ms. Polk communicated that she was unable to serve Husband at the marital residence, counsel for Wife attempted service via certified mail as stated below. Counsel also mailed via U.S. first-class mail a copy of the Complaint which has not been returned by the post office. Based upon the numerous emails and texts from Husband to Wife, it is clear that Husband is aware of the Complaint and he is avoiding service. A copy of the Complaint has also been sent

to Husband via email.

6. A file-stamped copy of the Summons and Complaint for Divorce was sent to Husband via certified mail, return receipt requested, on June 11, 2019. On June 17, 2019, counsel for Wife received the return receipt for the certified mail which had been signed. The signature on the return receipt is that of an adult roommate who is currently residing with Husband.

7. Wife believes that Husband is trying to evade service.

8. That Husband be deemed served pursuant to Tennessee Rules of Civil Procedure 4.04(1) which states that service is made:

> Upon an individual other than an unmarried infant or an incompetent person, by delivering a copy of the summons and of the complaint to the individual personally, or if he or she evades or attempts to evade service, by leaving copies thereof at the individuals dwelling or usual place of abode with some person of suitable age and discretion then residing therein, whose name shall appear on the proof of service, or by delivering the copies to an agent authorized by appointment or by law to receive service on behalf of the individual served.

9. That Wife has also filed an Alias Summons on June 11, 2019 requesting that service on Defendant be attempted by the Sheriff's Department. To date, the Sheriff's Department has not been successful in serving Defendant.

10. That counsel for Wife has made all attempts to obtain personal service on Defendant to no avail. (See Affidavit of Reasonable Efforts attached hereto as **Exhibit 1.**)

WHEREFORE, premises considered, Wife respectfully requests that this Court grant her Motion to Deem Husband Served and that she be awarded her attorney fees for having to bring this Motion.

Respectfully submitted,

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

THIS MOTION IS SET TO BE HEARD ON JULY 18, 2019 AT 9:00 A.M. ON THE CHANCERY COURT MOTION DOCKET HEARD AT THE WILLIAMSON COUNTY COURTHOUSE. IF NO WRITTEN RESPONSE TO THIS MOTION IS FILED AND SERVED IN THE TIME SET BY THE LOCAL RULES OF PRACTICE, THE MOTION MAY BE GRANTED WITHOUT A HEARING.
TESTIMONY EXPECTED

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded by certified mail, first-class mail, and email to Jeffrey Ryan Fenton at Jeff@Meticulous.tech and 1986 Sunny Side Drive, Brentwood, TN 37027 on this the 20th day of June, 2019.

VIRGINIA LEE STORY

Case 1:23-cv-01097-PLM-RSK ECF No. 1-19, PageID.844 Filed 10/13/23 Page 47 of 94

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

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

AFFIDAVIT OF REASONABLE EFFORTS

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Comes now, Virginia Lee Story, attorney of record for the Petitioner, and after being first duly sworn, states as follows:

1. I am over 18 years of age and have personal knowledge of the following facts.

2. On June 4, 2019, I filed a Complaint for Divorce on behalf of my client, Fawn [redacted] Fenton.

3. That I have sent a file-stamped copy of the Summons and Complaint to Defendant on June 12, 2019 via certified mail.

4. That I received a signed return receipt for the Summons and Complaint on June 17, 2019.

5. That upon information and belief the signature on the return receipt is that of an adult roommate that is currently residing with Defendant. Pursuant to Tennessee Rules of Civil Procedure if a party is avoiding service, the service may be accepted by an adult living in the home.

6. That I have also attempted personal service via a private process server, Lori Polk, who attempted service on three separate occasions to Defendant's residence to no avail (see attached Affidavit of process server). After the process was attempted, Husband posted signs that he would prosecute those entering the property.

7. The Defendant is clearly evading service of the Summons and Complaint for Divorce. In 2018, Plaintiff filed for Divorce and Defendant avoided service for several months costing her enormous expense and wasting considerable time. The Defendant has installed video

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EXHIBIT
1

and audio surveillance, blackout window shades, and physical gates and barriers specifically for the purpose of detecting and avoiding personal service.

8. That Defendant should be deemed served pursuant to Tennessee Rule of Civil Procedure 4.04(1) so this matter may proceed to conclusion. This notice has been sent to the Defendant/Husband via regular mail and via certified mail with a copy of the Complaint. The Sheriff's Department now has the Complaint for Service as well as the Order of Protection.

FURTHER AFFIANT SAITH NOT.

VIRGINIA LEE STORY

SWORN to and subscribed before me this 20th day of June, 2019.

HEIDI L. MACY STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

Notary Public
My Commission Expires: 6-14-2022

197

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FILED
WILLIAMSON COUNTY
CLERK & MASTER
2019 JUN 11 PM 1:04
FILED FOR ENTRY_____

FAWN [redacted] FENTON,
Plaintiff/Wife,

v.

No. 48419B

JEFFREY RYAN FENTON,
Defendant/Husband.

COPY

AFFIDAVIT OF LORI POLK

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Comes now, LORI POLK, after being duly sworn, does state as follows:

1. I am over 18 years of age and have personal knowledge of the facts set forth herein.

2. I am a private process server in the State of Tennessee.

3. On June 5, 2019, I was retained by Virginia Story to personally serve the Summons and Complaint in the above-captioned matter on Defendant, Jeffrey Ryan Fenton.

4. On June 5, 2019 at 7:49 p.m., I went to Mr. Fenton's home address located at 1986 Sunny Side Drive, Brentwood, TN 37027 to personally serve Mr. Fenton with the Summons and Complaint. I knocked on Mr. Fenton's front door and got no answer. The lights were on inside the house. I knocked on the back door of the residence and got no answer. Some lights came on at the back of the property. I noticed that the property is under video and audio surveillance.

5. On June 6, 2019 at 1:34 p.m., I went to Mr. Fenton's home again to serve the papers. I could not approach the front door as the access to the stairs leading up to the front door and porch was newly chained and had a sign posted stating "No Entry."

6. On June 8, 2019 at 9:04 a.m., I went to Mr. Fenton's home again to serve the papers. I walked partially up the driveway towards the residence and noticed a sign posted on the property. Attached is copy of a photograph of the sign. From both the No Entry sign by the front door and the sign next to the driveway posted by the occupant, it is my belief that Mr. Fenton is avoiding service.

Further Affiant saith not.

Lori Polk
LORI POLK

Sworn to and subscribed before me on this 11th day of June, 2019.

HEIDI L. MACY
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

Heidi L. Macy
Notary Public
My commission expires: 6-19-22

filed Return 6-11-19

RETURN ON PERSONAL SERVICE OF SUMMONS

I hereby certify and return that I served this summons together with the complaint as follows:

Check one: (1) or (2) are for the return of an authorized officer or attorney; an attorney's return must be sworn to; (3) is for the witness who will acknowledge service and requires the witness's signature.

☐ 1. I certify that on the date indicated below I served a copy of this summons on the witness stated above by _____

☒ 2. I failed to serve a copy of this summons on the witness because Avoiding Service

☐ 3. I acknowledge being served with this summons on the date indicated below:

DATE OF SERVICE: June 8, 2019

SIGNATURE OF WITNESS, OFFICER OR ATTORNEY: Lori Polk

ADDRESS OF PROCESS SERVER (TRCP 4.01) 2804 Sam Ord Road, Valencia, TN 38135

Signature of Notary Public or Deputy Clerk: Heidi J. Macy

Commission Expires: 6-19-22

STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify and return that on the _____ day of _____, 2019, I sent, postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in case no. _____ to the defendant _____, on the _____ day of _____, 2019. I received the return receipt, which had been signed by _____ on the _____ day of _____, 2019. The return receipt is attached to this original summons to be filed by the Chancery Court Clerk and Master.

_____ _____

Signature Address (TRCP 4.01)

Sworn to and subscribed before me on this _____ day of _____, 2019.

_____ Commission Expires: _____

Signature of Notary Public or Deputy Clerk

CERTIFICATION (IF APPLICABLE)

I hereby certify this to be a true and correct copy of the original summons issued in this case.

_____

CLERK & MASTER

For ADA assistance, please call ADA coordinator: 615-790-5428

200

STATE OF TENNESSEE
SUMMONS

WILLIAMSON COUNTY CLERK'S OFFICE
2019 JUN 11 PM 3:35

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

FILED FOR ENTRY

FAWN [redacted] FENTON
Plaintiff

vs.

JEFFREY RYAN FENTON
Defendant

CIVIL ACTION NO. 48419B

Service By:
□ Sheriff
X Attorney
□ Sec. Of State
□ Comm. of Insurance

To the above-named Defendant: Jeffrey Ryan Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

You are hereby summoned and required to serve upon Virginia L. Story, Esq., Plaintiff's attorney, whose address is 136 Fourth Avenue South, Franklin, Tennessee 37064, an answer to the complaint which is herewith served upon you within thirty (30) days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Witnessed and issued, Elaine B. Beeler, Clerk and Master for said Court at office this 11 day of June, 2019.

Jacqueline Edwards
Clerk & Master

NOTICE:

To the Defendant(s): Tennessee law provides a ten thousand dollar ($10,000.00) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the terms you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer. Mail list, including docket number, to: Clerk and Master, P.O. Box 1666, Franklin, TN 37065.

RETURN TO CLERK & MASTER

201


FENTON RESIDENCE
1986 Sunny Side Drive
INVITED FRIENDS & WILDLIFE WELCOME!
~ ALL OTHERS ~
STOP
NO TRESPASSING
(U.S. Const. amend. IV / T.C.A. §§ 39-14-405--39-14-407)
DELIVERIES: Please Leave at the Garage.
VISITORS: Confirmed Appointment Required in Advance.
EMERGENCIES: Ambulance & Fire Services Permitted to Protect Life and Property.
ALL OTHER IMPLIED LICENSE TO ENTER IS HEREBY REVOKED.
NO ENTRY to LAW ENFORCEMENT
"Knock-and-Talk" is expressly Forbidden.
Please Don't Proceed Past the Ditch
unless Invited onto this property by the owners, or meeting the conditions above.
WHY SO VERBOSE? See what TN COURTS have DONE! - www.TennesseeTrespassing.com
Audio & Video Surveillance In Use:
Violators will be Held Socially & Legally Accountable.

202

WILLIAMSON COUNTY
CLERK & MASTER
2019 AUG 29 AM 9:21
FILED FOR ENTRY

Welcome

to

Sunny Side!

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - D

RE: Fenton v Fenton 203 Case# 48419B

ListingDetailReportHeader



Residential MLS No.1220084
Status Closed Area 10 List Price $360,000
Type Site Built Er/Ea Exc. Right to Sell Media
Address 1986 Sunnyside Dr City Brentwood Zip 37027
County Williamson Sub/Dev Sunny Side MLS Map
Lot Number Tax ID 013J A 035.00 Deed Book/Page 4743/715

Directions FROM NASHVILLE*SOUTH ON HILLSBORO RD, LEFT ON SUNNYSIDE DR, 1986 IS ON THE RIGHT

General Information

Style Ranch	Stories 1.00	Year Built 1977 / Approximate
Acres 1.470	Acreage Source	Completion
Total Rooms 9	Size 150.0 x 434.0	Assoc Fee $ /mo
Constr All Brick / Wood	Lot Wooded	Basement Partial / Unfinished
Driveway Aggregate	Floors Carpet / Finished Wood / Tile /	Garage 2 / Attached - SIDE
Community Amenities	Waterfront /	Roof Composition Shingle

Rooms and Dimension Information

Liv 15X13 / Formal	Rec 25X33 / Over Garage	Bed 1 15X13 / Full Bath
Din 13X12 / Formal	Hobby /	Bed 2 12X11 /
Kit 15X12 / Eat-In	Other /	Bed 3 13X13 /
Den 19X13 / Fireplace	Other /	Bed 4 12X11 /

	Bedrooms	Full Baths	Half Baths	Finished Square Feet (est)		
Main	4	2	1	Main	2579	Est. SqFt. Source
Other	0	0	0	Second		Tax Record
				Third		
Total	4	2	1	Basement		Total 2579

Office and Showing Information

Show Call Showing Center Owner Name Open House
Agent John Taylor (Ph: 615-794-0833 ext 6035) CoList Agent (Ph:)
Listing Office Zeitlin & Co., Realtors (Ph: (615) 794-0633) CoList Office (Ph:)
Appt Phone (615) 327-0101 Subagency 0 Buyer Broker 3 Facilitator 3

Remarks: ALL BRICK RANCH*CUL-DE-SAC LOCATION*HUGE BEDROOMS & BONUS ROOM*9FT CEILINGS & CROWN MOLDING IN. LIVING RM, DINING RM, & FOYER*HEATED FLR IN GUEST BATH*PRIVATE WOODED LOT*CONVENIENT TO NASHVILLE, BRENTWOOD & FRANKLIN

Schools and Utilities

Elem1 Grassland Elementary Elem2 Middle/JR Grassland Middle School High Franklin High School
Water City Water Sewer Septic Tank Cool Electric / Central Heat Gas / Central

Features

Appliances	Interior Features	Exterior Features	Miscellaneous
Range Cooktop / Electric	Firepl 1	Fence	Handicap
Oven Double Oven / Electric	Drapes	Patio/Deck Deck	Energy Storm Doors / Storm Windows /
	Master Bath Sep. Shower/Tub / Ceramic	Pool	Green Cert
Other Dishwasher	Other Ceiling Fan / Extra Closets / Utility Connection /	Other Garage Door Opener	Other Cable TV

Financing and Taxes

Acceptable Buyer Financing FHA / Other / VA / Taxes $1,461

MLS Information

Photo None List Date Sep 27 2010 Poss Date of Deed
Realtor Remarks: BUYER OR BUYER AGENT TO VERIFY SCHOOL ZONING AND ANY OTHER PERTINENT INFORMATION

Comparable Information

Sales Agent Jeff Fenton	Co-Sales Agent	Days On Mkt 205
Sales Office Benchmark Realty, LLC	Co-Sales Office	Presale No
Seller Participation 4000	Closing Date 4/29/2011	Orig. List Price $360,000
Terms Conventional	Pending Date 4/20/2011	Sales Price $350,000

Requested by: Jeff Fenton

Information believed to be accurate but not guaranteed. Buyers should independently verify all information prior to submitting any offer to purchase.

RealTracs Solutions®
Report Date: 4/29/2011

204

CRS PowerTool Real Estate

Property Report

Tuesday, September 27, 2011

1986 Sunnyside Dr, TN
Williamson County, TN parcel# 013J A 035.00

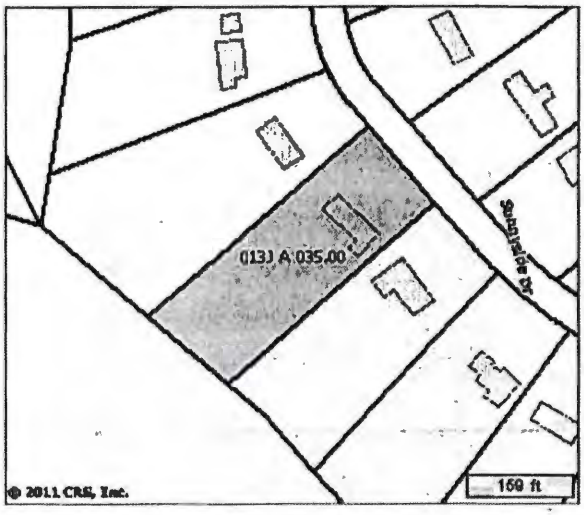
Property Report

Location

Property Address	1986 Sunnyside Dr TN
Subdivision	Sunnyside Est Sec 3
County	Williamson County, TN

Current Owner

Name	Fenton Jeffrey R Fenton Fawn T
Mailing Address	1986 Sunny Side Dr Brentwood, TN 37027-5404



Property Summary

Property Type	Residential
Land Use	Residential
Improvement Type	Single Family
Square Feet	2579 sf

General Parcel Information

Parcel/Tax ID	013J A 035.00
Special Int	000
Alternate Parcel ID	
Land Map	013N
District/Ward	
Census Tract/Block	

Sales History through 09/02/2011

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	Quality	Book/Page or Document#
04/29/2011	**$350,000**	Fenton Jeffrey R		Warranty Deed		5313/452 11015616
02/20/2009		Terrell Mangel Jerome		Quit Claim Deed		4743/715
07/08/2005	$253,000	Terrell Jerome & Etux Colette Keyser		Accepted Waranty Deed Sale	Completely Qualified	3615/152
08/07/1998	$228,000	Bond Melner R & Etux Kimala K		Accepted Waranty Deed Sale	Completely Qualified	1708/576
05/18/1989	$125,950	Sweitzer Robert J & Etux Michelle L		Non-Qualfd Warranty Deed Sale	Completely Qualified	836/702
01/01/1978	$86,500			Non-Qualfd Warranty Deed Sale	Completely Qualified	318/97

Tax Assessment

Appraisals	Amount	Taxes	Amount	Jurisdiction	Rate
Tax Year	2010	**City Taxes**	$0		
Appraised Land	$60,000	**County Taxes**	$1,461.65	Williamson	2.310
Appraised Improvements	$193,100	**SSD Taxes**	$0		
Total Tax Appraisal	**$253,100**	**Total Taxes**	**$1,461.65**		
Total Assessment	**$63,275**	**Exempt Amount**			
		Exempt Reason			

205

CRS - Property Report for Parcel Tax ID 013J A 035.00 Page 2 of 3

Mortgage History

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
4/29/2011	**$280,000**	Fenton Fawn Fenton Jeffrey R	Renasant Bank	5313/455 11015617
4/29/2011	**$50,000**	Fenton Fawn T Fenton Jeffrey R	Bancorp South Bank	5313/469 11015618
3/19/2010	**$55,000**	Terrell Mangel Jerome Keyser Colette	First Tennessee Bank National Association	5033/1 10010447
2/20/2009	**$235,000**	Terrell Mangel Jerome Keyser Colette	Suntrust Bank	4743/717 09008279
7/8/2005	$37,950	Terrell Jerome Keyser Colette	Suntrust Bank	3615/171 05031674
7/8/2005	$202,400	Terrell Jerome Keyser Colette	Suntrust Bank	3615/155 05031673
10/9/2003	$173,050	Bond Melner R Bond Kimala K	First Horizon	3049/284 03582901
8/7/1998	**$182,400**	Bond Melner R Iii Bond Kimala K	Amsouth Bank	1708/0576
8/4/1997	$15,000	Sweitzer Robert H & Michelle L	Nationsbank	1561/728
5/28/1997	$30,500	Sweitzer Robert J Etux	Nashville Bank Of Commerce	1532/258
7/12/1996	$15,181	Sweitzer Robert & Michelle	Nationsbank	1424/697
2/29/1996	$8,652	Sweitzer Robert J & Michelle L	Nationsbank	1378/624
12/21/1995	$10,000	Sweitzer Robert J & Michelle L	Nationsbank	1361/107

Property Characteristics: Building

Building #	Type	Condition	Sq Feet	Year Built	Effective Year	BRs	Baths	Rooms	Stories	Units
1	Single Family		2579	1977	1996				1	1

Building Square Feet (Living Space)		Building Square Feet (Other)	
First Story (Base)	2579	Basement (unfinished)	621

Construction

Quality		**Roof Framing**	Gable And Hip
Shape	Stair-Step Design	**Roof Cover Deck**	Composition Shingle
Partitions		**Cabinet Millwork**	Above Average
Common Wall	None	**Floor Finish**	Carpet Combination
Foundation	Continuous Footing	**Interior Finish**	Panel'g Plast-D Wall
Floor System	Wood W/ Sub Floor	**Air Conditioning**	
Exterior Wall	Brick	**Heat Type**	Heat & Cooling Split
Structural Framing	None	**Bathroom Tile**	Floor & 1/2 Wall
Fireplace	1	**Plumbing Fixtures**	8

Other

Occupancy	Vacant	**Building Data Source**	Inspection

Property Characteristics: Extra Features

Feature	Size or Description	Year Built	Condition
Drwy	C G		
Patio	12X14	1977	
Frpl		1996	

Property Characteristics: Lot

Land Use	Residential	**Lot Dimensions**	150.00 x 434.00
Block/Lot	/29	**Lot Square Feet**	
Latitude/Longitude	36.019077°/-86.874929°	**Acreage**	

Property Characteristics: Utilities/Area

Gas Source		**Road Type**	
Electric Source		**Topography**	
Water Source		**District Trend**	
Sewer Source		**Special School District 1**	
Zoning Code		**Special School District 2**	

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CRS - Property Report for Parc Tax ID 013J A 035.00 Page 3 of 3

Owner Type			
Legal Description			
Subdivision	Sunnyside Est Sec 3	**Plat Book/Page**	5/67
Block/Lot	/29	**Description**	
District/Ward			

Tuesday, September 27, 2011

1986 Sunnyside Dr, TN
Williamson County, TN parcel# 013J A 035.00

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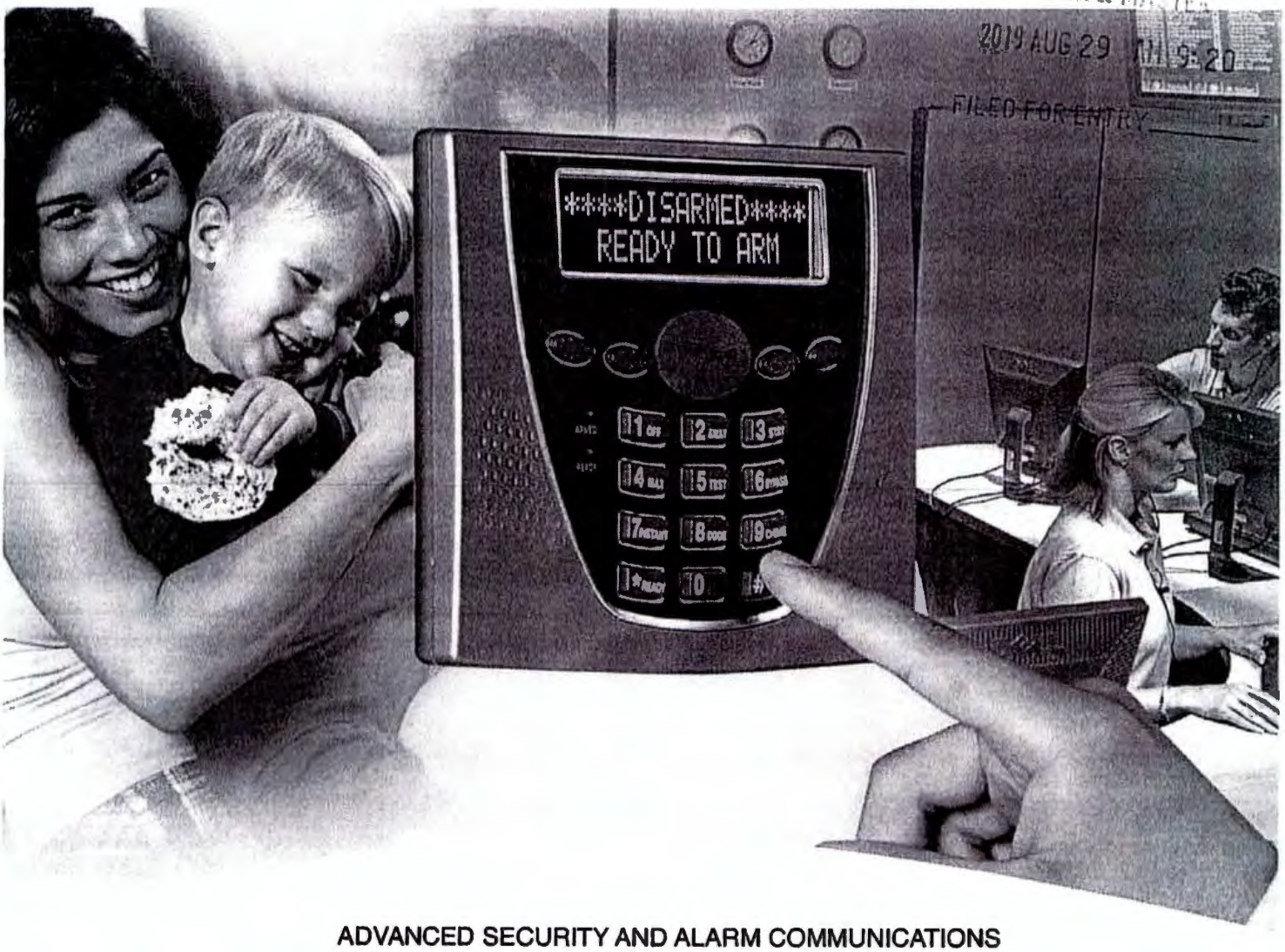
Information Deemed Reliable But Not Guaranteed.
Contact Realtracs at 615-385-0777 for Help.

207

VISTA

CLERK & MASTER
2019 AUG 29 AM 9:20
FILED FOR ENTRY



ADVANCED SECURITY AND ALARM COMMUNICATIONS
FOR TODAY'S HOMEOWNER

The Secure Connection

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

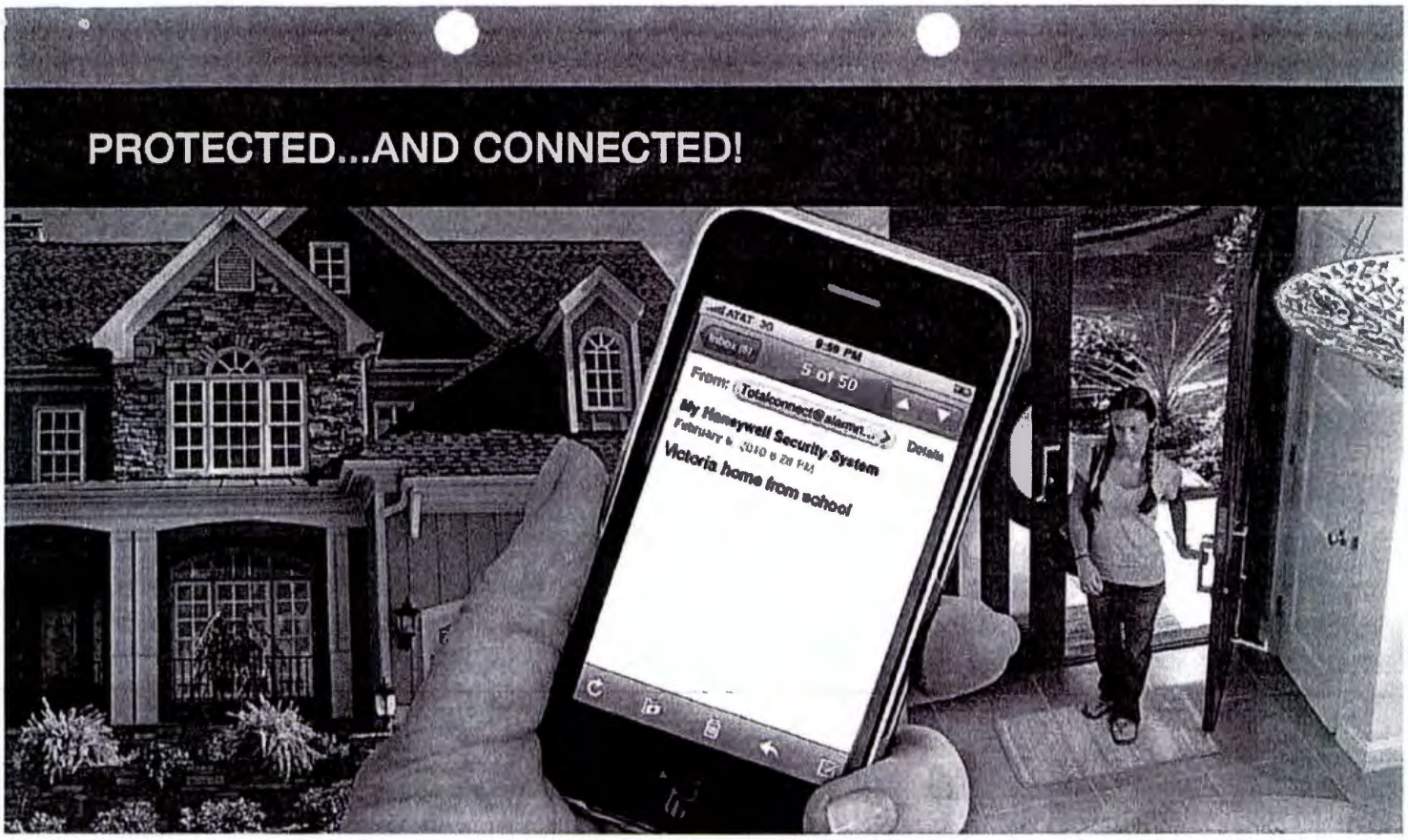
Honeywell

EXHIBIT - E

RE: Fenton v Fenton **Case# 48419B**

208

Case 1:23-cv-01097-PLM-RSK ECF No. 1-19, PageID.857 Filed 10/13/23 Page 60 of 94



ADVANCED COMMUNICATIONS

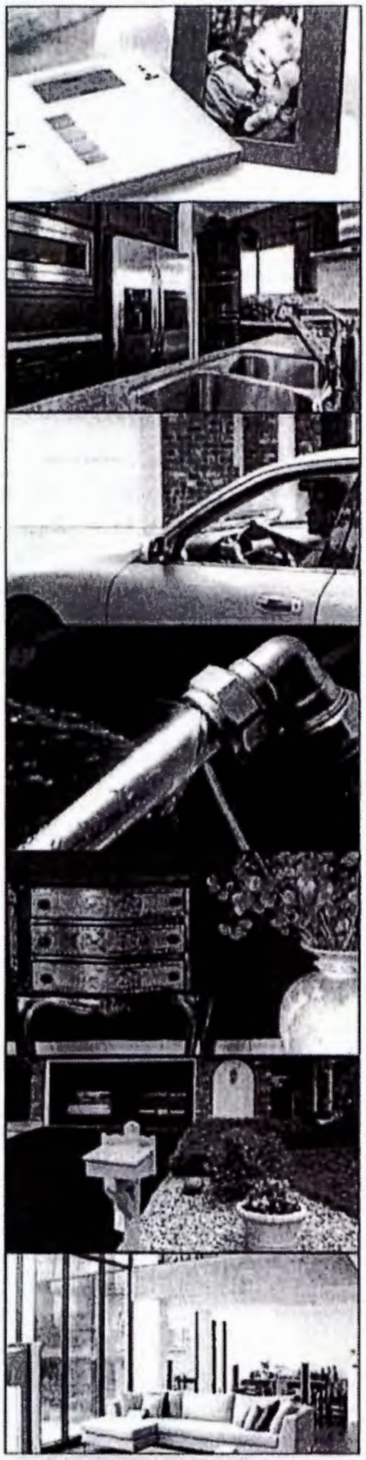
Thanks to Honeywell's VISTA security system, you can make sure that the most reliable technology is protecting your property and the people you love. VISTA can communicate alarm signals with more than just a phone line—giving you more flexibility by using the Internet and GSM wireless radios as either the primary or backup method of alarm transmission. It's a great solution for cell phone-only homes or people that rely on Voice Over IP (VoIP) digital telephone service.

VISTA's built-in communicators can provide you with enhanced security by alerting you when a child comes home from school, if a valuable object has been moved, if extreme temperature is detected and more. VISTA is a system that provides added reliability, security and convenience. It's simply the best way to stay protected...and connected.



209

VISTA provides a range of options that keep you aware of what's going on in and around your home and provide you with the peace of mind and protection you deserve. Choose from:



- **Keypads** that are easy to use and put security at your fingertips. Choose from standard or wireless versions, keypads that speak, or sleek graphic touchscreens that match any décor and double as digital picture frames.



- **Fire and Life Safety Products** including professionally installed wireless smoke, heat and carbon monoxide detectors that are connected to your alarm system and can be monitored 24 hours a day.



- **Remote Controls** that let you arm and disarm your security system from a distance, activate panic alarm and control lights and garage doors



- **Environmental Sensors** to help prevent spoilage, damage from flood and extreme temperatures. They're ideal for basements, bathrooms, kitchens, freezers and laundry rooms.



- **Wireless Indoor Theft Prevention Sensors** that alert you when an attempt is made to move or disturb valuable objects within your home, including flat screen TVs, heirlooms, paintings and more—even when the system is disarmed



- **Wireless Outdoor Motion Sensors** that alert you when someone is on your property. They are ideal for sheds, garages, pool areas and driveway alerts.



- **Glassbreak Detectors** provide shatter and shock protection for your windows to further enhance your perimeter protection





TOTALLY CONNECTED!

You can opt to combine your security system with Honeywell's Total Connect Remote Services, which let you utilize the Internet and various mobile devices to view live video and receive updates about activity in and around your home wherever you are.

- If flood or extreme temperature change is detected, if motion is sensed in a specific indoor or outdoor area or if a protected asset is moved, you can receive e-mail alerts and notification via your PC or laptop, IPhone®, IPad™, cell phone or BlackBerry®. A free, convenient Apple® IPhone App is also available.



- The system can be customized to trigger an alarm in several ways, including sending a message, recording from a video camera or chiming a keypad
- Multiple account capability—lets you monitor vacation homes, investment properties and businesses with one log-in

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The Ultimate Protection

With VISTA, you'll have the ultimate protection—knowing that the proper authorities can be summoned to your home in the event of a burglary, fire or other emergency regardless of the communications path used. Ask your security professional for more information!

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For more information:
www.honeywell.com/security/hsc

Automation and Control Solutions
Honeywell Security & Communications
2 Corporate Center Dr. Suite 100
P.O. Box 9040
Melville, NY 11747
1.800.467.5875
www.honeywell.com

L/VISTAEURB/D
April 2010
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Honeywell

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Jeff Fenton

From: Jacob [jacob@geoarm.com]
Sent: Monday, June 13, 2011 9:15 AM
To: 'Jeff Fenton'
Subject: RE: Large Residential Honeywell Security Order

Jeff,

Here is the updated list. Simply write in the comments section of your order that "I agree to an additional charge to this credit card of $3,605.04 for the parts as agreed upon in the email with Jacob."

PART	PRICE	QUANTITY	TOTAL
21IP Hybrid KIT	299.99	1	299.99
6272CSV	295.99	1	295.99
5828V	142.99	1	142.99
5800RP	109.99	1	109.99
Transformer	17.99	1	17.99
5804BDV	123.99	2	247.98
5800WAVE	107.99	1	107.99
748 Ademco	39	1	39
702 Ademco	27.99	1	27.99
5808W3	89.99	6	539.94
5800CO	114.99	2	229.98
5821-470PB	73.99	1	73.99
5853	99.99	5	499.95
FG701	64.99	1	64.99
5800PIR-RES	92.99	5	464.95
5800PIR-OD	274.99	1	274.99
5816WMWH	41.99	5	209.95
5814	59.99	5	299.95
5802MN2	56.99	1	56.99

NO Tax, Free Shipping

Total = $4,005.59

-10% Discount ($400.55)

Total = $3,605.04

Jacob McAuliffe

Business Development

GeoArm Security Solutions

1133 Old Okeechobee Rd.

8/14/2011

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West Palm Beach, FL 33401

Phone #: (561) 209-2550 ext. 102

Fax #: (561) 655-4423

www.alarmclub.com

www.geoarm.com

From: Jacob [mailto:jacob@geoarm.com]
Sent: Friday, June 10, 2011 10:02 AM
To: 'Jeff Fenton'
Subject: RE: Large Residential Honeywell Security Order

Jeff,

I had to redo the math so here is the correct list:

PART	PRICE	QUANTITY	TOTAL
21IP Hybrid KIT	299.99	1	299.99
6272CSV	295.99	1	295.99
5828V	142.99	1	142.99
5800RP	109.99	1	109.99
Transformer	17.99	1	17.99
5804BDV	123.99	2	247.98
5800WAVE	107.99	1	107.99
748 Ademco	39	1	39
702 Ademco	27.99	1	27.99
5808W3	89.99	6	539.94
5800CO	114.99	2	229.98
5821-470PB	73.99	1	73.99
5853	99.99	5	499.95
FG701	64.99	1	64.99
5800PIR-RES	92.99	5	464.95
5800PIR-OD	274.99	1	274.99
5816WMWH	41.99	5	209.95
5814	59.99	5	299.95

NO Tax, Free Shipping

Total = $3,948.60

-10% Discount ($394.86)

Total = $3,553.74

8/14/2011

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If you are ready to place the order, I will have you order the monitoring service plan you want on the website here:

http://www.geoarm.com/alarmnet-internet-alarm-monitoring.html

and then in the comments section of the order, write that you agree to a charge of 3553.74 as per the equipment list in this email.

Jacob McAuliffe

Business Development

GeoArm Security Solutions

1133 Old Okeechobee Rd.

West Palm Beach, FL 33401

Phone #: (561) 209-2550 ext. 102

Fax #: (561) 655-4423

www.alarmclub.com

www.geoarm.com

From: Jeff Fenton [mailto:Jeff@FentonMail.com]
Sent: Thursday, June 09, 2011 5:26 PM
To: <Jacob@geoarm.com>
Subject: Re: Large Residential Honeywell Security Order

Free shipping and no sales tax, right?

Sent from my iPhone

On Jun 9, 2011, at 3:32 PM, "Jacob" <jacob@geoarm.com> wrote:

Jeff,

Because of the size of your order, I am authorized to offer you our maximum discount of 10%.

I added our price for the 5828V ($142.99). I also matched the HSS prices on the two items not listed on our website, the 6272CSV and the 748 Siren.

I also added a transformer for the 5800RP ($17.99) which I recommend for your order.

The total (you may need to check my math) comes to $3883.61. With our 10% discount, the total price for the order would be $3495.25. This is practically cost for the equipment, but our goal is to retain happy monitoring clients. Yes, the magnets are included with the equipment. If you have any additional questions, or want to go ahead with placing the order, just let me know so I can assist you.

Jacob McAuliffe

Business Development

GeoArm Security Solutions

1133 Old Okeechobee Rd.

West Palm Beach, FL 33401

Phone #: (561) 209-2550 ext. 102

Fax #: (561) 655-4423

www.alarmclub.com

www.geoarm.com

From: Jeff Fenton [mailto:Jeff@FentonMail.com]
Sent: Thursday, June 09, 2011 12:31 PM
To: Jacob@GeoArm.com
Subject: Large Residential Honeywell Security Order
Importance: High

Hello Jacob,

Please find attached a list of Honeywell equipment that I'm going to purchase. If your company can match the prices of the Home Security Store, then I'll glady give your company the entire order (along with a 3 year monitoring contract with Total Connect), otherwise I'll have to go with what makes the most sense financially.

I want to place this order ASAP, so please let me know what your company is willing to do.

Thanks.
Jeff Fenton
(615) 837-1301



Confidentiality Notice:

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8/14/2011

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - F

RE: Fenton v Fenton Case# 48419B

WILLIAMSON COUNTY
CLERK & MASTER
2019 AUG 29 AM 9:20
FILED FOR ENTRY_____.

Live Office Video Feed

Take a LIVE look into our office in real time! If you see us online then we are READY and able to help! Give us a call for a free consultation on moving forward with your project! Office: (615) 837-1300 Mobile: (615) 837-1301 (ask for Jeff)

Internet Explorer does not support this video format, please use Firefox, Chrome, or Safari.



Office Feed Hours: Monday - Friday (8 am - 4 pm)
Audio is Disabled for Personal & Professional Privacy

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Datasheet D3100 Dome IP Camera

ZAVIO

D3100 720p Megapixel Mini Dome IP Camera



- Megapixel 720P HD resolution
- Multiple H.264, Motion JPEG and MPEG-4 video streams
- MicroSD card slot
- Power over Ethernet
- Ultra-compact
- Screwless 3-axis angle adjustment for easy installation on wall or ceiling

- Megapixel CMOS image sensor
- Multiple H.264, Motion JPEG, MPEG-4 and 3GPP video streams
- 30 fps in 1280 x 800
- F1.8 fixed lens , 4.0 mm
  F2.0 fixed lens , 2.8 mm (option)
- Two-way audio and built-in microphone
- Micro SD card slot storage
- Power over Ethernet (IEEE 802.3af)
- 1 x alarm input, 1 x alarm output
- RTC with built-in battery
- SSL v3 advanced HTTPS encryption
- Full support for Firefox, Safari, Chrome and Mac OS
- Supports Samba network storage
- 32 channel ZAVIO CamGraba NVR software
- 3GPP mobile surveillance
- Multi-lingual user interface

Datasheet 2 Dome IP Camera ZAV D3100 Mini Dome IP Camera

Technical Specifications

Camera	
Models	D3100 Mini Dome IP Camera
Image sensor	1/4" progressive scan megapixel CMOS sensor
Lens	F1.8 fixed lens , 4.0 mm F2.0 fixed lens , 2.8 mm (option)
Angle of view	53° horizontal 81° horizontal (option)
Digital zoom	10x digital
Min illumination	0.2 Lux at F1.8
Shutter time	1/2 ~ 1/10000 sec
Pan range	± 172°
Tilt range	± 79°
Rotation	± 180°

Video	
Video compression	Motion JPEG MPEG-4 part 2 (ISO/IEC 14496-2) simple profile H.264 baseline profile
Resolutions	Motion JPEG: 5 resolutions from 1280 x 800 to 160 x 120 via API, 5 selections via configuration web page MPEG-4: 5 resolutions from 1280 x 800 to 160 x 120 via API, 5 selections via configuration web page H.264: 5 resolutions from 1280 x 800 to 160 x 120 via API, 5 selections via configuration web page
Frame rate	Motion JPEG: Up to 30 fps at 1280 x 800 MPEG-4:Up to 30 fps at 1280 x 800 H.264:Up to 30 fps at 1280 x 800
Video streaming	Simultaneous Motion JPEG, MPEG-4, H.264 and 3GPP (4 streams) Controllable Frame rate and bandwidth Support Unicast and Multicast Support 3GPP/ISMA RTSP (Real Time Streaming Protocol)
Image settings	Brightness, contrast, saturation WDR enhanced Rotation: mirror, flip, mirror flip Overlay capabilities: time, date, text and privacy image

Audio	
Audio streaming	Two-way (full duplex)
Audio compression	G.711 μ law, a law, AMR

Network	
Security	Multiple user access levels with password protection, HTTPS encryption
Supported protocols	Bonjour, TCP/ IP, DHCP, PPPoE, ARP, ICMP, FTP, SMTP, DNS, NTP, UPnP, RTSP, RTP, HTTP, TCP,UDP, 3GPP/ ISMA RTSP
Users	10 simultaneous users Unlimited number of users using multicast

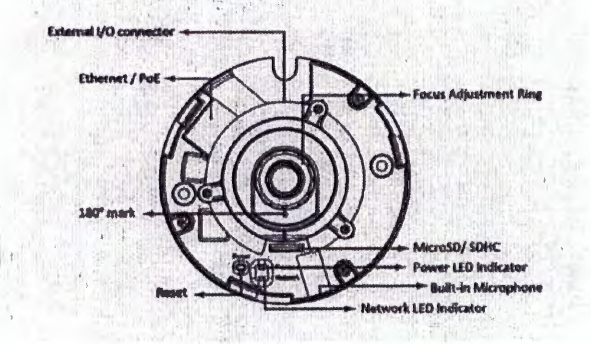
Alarm and Event Support	
Alarm input	Alarm input 5V DC
Alarm and event management	Input: alarm buffer, motion detection, audio detection Output: network storage, FTP, SMTP, pre-and post alarm buffer

System	
Connectors	RJ-45 Ethernet 10/ 100 Base-T Reset button 6pin cable for 1 alarm input, 1 output, 1 Line in, 1 Line out
Local storage	MicroSD card slot

General	
Casing	Top: PC+ABS casing; Bottom: Aluminum casing
Power	IEEE 802.3af PoE Class 1
Operating conditions	0 ~ 50 ℃ (32 ~ 122 ℉)
Installation, management, and maintenance	ZAVIO camera management tool on CD and web-based configuration. Configuration of backup and restore firmware upgrades
Minimum web browsing requirement	Pentium 4 2.8GHz (or equivalent AMD) 256MB RAM graphic cards (or equivalent on-board graphic cards) 1G RAM Window 2000, 2003, XP, Vista or Windows 7 Mac OS Leopard 10.5 or later
Dimensions (HxWxD)	60.6 x 99 (ϕ)mm (2.4"x 3.9")
Weight	285g (0.63lb) excl. power supply
Included accessories	Quick Installation Guide, CD (IP Surveillance Software, Intelligent IP Installer, User Manuals, and Language Pack), mounting and connector kits, focus adjustment
Certification	CE, FCC, RoHS

Integration	
Video management software	IP Installer & Video management software-- ZAVIO CamGraba for viewing, recording and archiving up to 32 cameras

Physical Description



ZAVIO Inc. | 2F., No.13, Yanfa 2nd Rd., East Dist., Hsinchu City 300, Taiwan
TEL: 886-3-579-0275 | FAX: 886-3-668-6845 | E-Mail: sales@zavio.com

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Jeff Fenton

From: info@cctvcamerapros.net
Sent: Friday, March 15, 2013 1:00 PM
To: Business@MeticulousMarketing.com
Subject: CCTV Camera Pros Order Confirmation

CCTV Camera Pros
www.cctvcamerapros.com



CustomerID# 26665

Thank you for your order. Your order number is 29437, placed 03/15/2013 at 02:00PM.

Bill To:

Jeff Fenton
1986 Sunny Side Drive
Brentwood, TN 37027
United States
(615) 837-1300
Business@MeticulousMarketing.com

Ship To:

Jeff Fenton
1986 Sunny Side Drive
Brentwood, TN 37027
United States
(615) 837-1300

Payment Info:

PayPal

Shipping Method:

Free Shipping (UPS Ground)

Order Details:

Code	Item	Qty	Price	Grand Total
Zavio-D3100	Zavio D3100 1 Megapixel Mini Dome Network IP Camera, Indoor, PoE H.264	1	$219.99	$219.99
POE-12V48	POE-12V48 Power Over Ethernet for IP Camera, PoE Midspan Injector	1	$29.99	$29.99

Subtotal: $249.98
Tax: $0.00
Shipping Cost: $0.00
Grand Total: $249.98

Thank you for shopping at CCTV Camera Pros! We appreciate your business!
Visit us again at http://www.cctvcamerapros.com

IMPORTANT NOTE: It is recommended that you test all cameras and cables prior to installation. It is not often, but does happen from time to time that parts are damaged in shipping. To save you time, please test before installing.

Are you a CCTV Installer? CCTV Camera Pros wants to refer business to you. We are looking for local installation partners to refer business to. Click here to learn more and to sign up: CCTV Installer Directory

Technical Support Links - Please click below for our support pages and other useful resources.

- Support & Knowledge Base
- Support Forums

Connect with Us - CCTV Camera Pros posts articles, online tools, and surveillance product information on these pages and apps.

- CCTV Blog
- Facebook Page
- YouTube Channel
- Twitter Feed
- Download our Free iPhone App
- Download our Free Android App

Thank You for your Business!

Case 1:23-cv-01097-PLM-RSK ECF No. 1-19, PageID.870 Filed 10/13/23 Page 75 of 94

CCTV Camera Pros

Payment Receipt

PayPal transaction number
7HG17698XP3765838

Total
$249.98 USD

We'll send a confirmation email to Sales@MeticulousMarketing.com. This transaction will appear on your statement as PayPal *CCTVCAMERAP.

Paid to
CCTV Camera Pros
sales@cctvcamerapros.com
888-849-2288 x 1

Shipped to
Jeff Fenton
1986 Sunny Side Drive
Brentwood, TN 37027
United States

Your shopping cart

Description	Price	Quantity	Amount
Order Number 29437	$249.98	1	$249.98
		Item total	**$249.98**
		Tax	$0.00
		Total	**$249.98 USD**

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Transaction Details

Web Accept Payment Sent (Unique Transaction ID #7HG17698XP3785838)

Original Transaction				
Date	**Type**	**Status**	**Details**	**Amount**
Mar 15, 2013	Payment To CCTV Camera Pros	Completed	...	-$249.98 USD

Related Transaction				
Date	**Type**	**Status**	**Details**	**Amount**
Mar 15, 2013	Charge From Credit Card	Completed	Details	$249.98 USD

Business Name: CCTV Camera Pros (The recipient of this payment is Verified)
Email: sales@cctvcamerapros.com

Total amount: -$249.98 USD
Fee amount: $0.00 USD
Net amount: -$249.98 USD

Item amount: $249.98 USD
Sales Tax: $0.00 USD
Shipping: $0.00 USD
Handling: $0.00 USD
Quantity: 1

Item Title: Order Number 29437
Item Number: 29437
Date: Mar 15, 2013
Time: 13:04:56 CDT
Status: Completed

Shipping Address: Meticulous Marketing LLC
1986 Sunny Side Drive
Brentwood, TN 37027
United States
Confirmed

Business Contact Information

Customer Service URL: http://www.cctvcamerapros.com
Customer Service Email: sales@cctvcamerapros.com

Customer Service Phone: 888-849-2288 x1

Funding Type: Credit Card
Funding Source: $249.98 USD - American Express Card XXXX-XXXXXX-X1007

This credit card transaction will appear on your bill as "PAYPAL *CCTVCAMERAP".

Description: CCTV Camera Pros

Return to Log

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11/16/2015 6:20 PM (PNG Image, 949 x 780 pixels) - Scaled (99%)

My Security Sign®

My Account | Customer Service | Free Shipping | (800) 952-1457 | Cart 0 Item, $0.00 • $25.00 until free shipping.

Search | Chat Offline Leave a message | 5 stars from 5630 reviews

Home | Custom | No Trespassing | Private Property | Video Surveillance | No Soliciting | Security Camera | Beware of Dog | Designer

Home > Private Property Signs > Designer Private Property Signs > K-7395

FILED FOR ENTRY_____



zoom | embed | 0

Private Property, STOP No Trespassing, No Exceptions!

24" x 18" SignatureSign™

Select Color

Green Reversed | Green Normal | Burgundy Reversed | Burgundy Normal

Select Color: Green Reversed

Quantity: 1 Sign

Add to Cart

Package : 1 Sign • Price per Sign

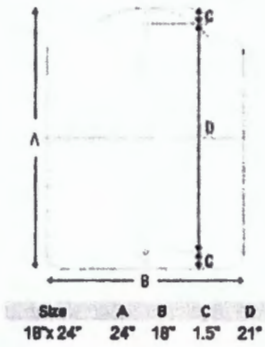
Minimum Qty. 1 • Order in Multiples of 1 Sign

1	2	3	5	20	40
$47.29	$43.99	$41.79	$40.69	$38.49	$36.29

Hide Specifications

Part# K-7395

Size 24" x 18" (H x W)



Size	A	B	C	D
18"x 24"	24"	18"	1.5"	21"

Part#	K-7395
Size	24" x 18" (H x W)
Package	1 Sign
Material	Aluminum Architecturally Designed Signs [BZ-DZ]
Material Features	• Signs are printed onto 80 mil, rust-proof aluminum. • Signs have a distinctive shape that creates a professional look. These are ideal for your apartment complex, club or other community. • Laminate protects against abrasions, chemicals, and graffiti. • Includes pre-drilled mounting holes. • Long durability of over 10 years outside.
Printing Technique	Digital



CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - G

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RE: Fenton v Fenton Case# 48419B

...

My Security Sign

300 Cadman Plaza West, Suite 1303, Brooklyn, NY 11201

Invoice

Questions? Call (800) 952 1457

Bill To

Fawn Fenton
1986 Sunny Side Dr.
Brentwood, TN 37027
Phone: 615-[redacted]
Email: accounts@fentonmail.com

Ship To

Fawn Fenton
1986 Sunny Side Dr.
Brentwood, TN 37027
Phone: 615-[redacted]
Email: accounts@fentonmail.com

Order No.: MSS-111641 Date: November 16, 2015 Ship by: UPS Regular

Item Description	Unit Price	Qty.	Amount
1. Private Property, STOP No Trespassing, No Exceptions! Color: Green Reversed Size: 18" x 24" (H x W) Part #: K-7395 • HTC Code: 8310.00.00.90	$43.99/Sign Package: 1 Sign	2 Signs	$87.98
2. Sign Attachment Kit - 2 bolts and 2 nuts Size: 2.5" x 0.3125" (H x W) Part #: K-KIT •	$1.05/Kit Package: 1 Kit	2 Kits	$2.09
	Product Subtotal :		$90.07
	Estimated Shipping Charges :		Free
	Order Total :		**$90.07**

Please make checks payable to **SmartSign.**

Print Page Close Window

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PayPal

November 16, 2015

XpressMyself.com LLC
Authorization

- $90.07

This is a temporary authorization to make sure your payment method will cover the payment. Your payment method will be charged when XpressMyself.com LLC completes your order.

Paid with
VISA x-6593

Ship to
Fawn Fenton
1986 Sunny Side Dr.
Brentwood, TN 37027
United States

Transaction ID
4XX364771G426804E

Seller info
XpressMyself.com LLC
(718) 797-1900
customerservice@smartsign.com

Your purchase

XpressMyself.com LLC	$90.07
Shipping	**$0.00**
Tax	**$0.00**
Purchase total	**$90.07**
Fee	**$0.00**
Total	**$90.07**

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Jeff Fenton

From: Fawn Fenton
Sent: Thursday, December 3, 2015 1:37 PM
To: Jeff Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

Hello,

Hm, I find that red-and-white stop sign to be TOO eye-catching, and therefore an offensive eye-sore, right where I pull up my car every day and see it.
Would you maybe consider this sign instead?
http://www.mysecuritysign.com/Private-Property-Signs/Premises-Protected-24-Hours-No-Trespassng-Sign/SKU-K-7496.aspx
and have the small text customized to say "these premises under 24 hour surveillance".
12"x18" size?
Have you considered the reflective-aluminum ones? Looks like only a couple bucks more?

Thank you for asking my opinion!
=)

From: Jeff Fenton
Sent: Thursday, December 03, 2015 1:15 AM
To: Fawn Fenton
Subject: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes
Importance: High

Hello Lovie,

I'd like you to weigh-in regarding two of the "No Trespassing" signs that I'm planning to purchase.

About "No Trespassing" laws in Tennessee:

- https://www.youtube.com/watch?v=1r6TziJ9g9Q
- http://law.justia.com/codes/tennessee/2010/title-39/chapter-14/part-4/39-14-405 (See Section 'C')
- http://www.ehow.com/how_6604312_enforce-trespassing-signs-tennessee.html

I've already purchased (and have received) 3 "designer", decorative residential, "No Trespassing" signs for our front yard, to comply with the requirements of TN State law, for us to have legal grounds to press criminal charges (misdemeanor offense) against anyone found to be trespassing on our property, provided that they accessed our property from the street.

- One sign (http://www.mysecuritysign.com/No-Trespass-Sign/Private-Property-STOP-Sign/SKU-K-7395.aspx) will be posted on each side of our driveway (so it can't be missed), near the street, at the bottom of our tree line, between us and the Mosses.

- One sign (http://www.mysecuritysign.com/Video/Oval-Designer/Sign/SKU-K-4574.aspx) will be posted at the base of our front porch, for anyone who may have parked on the street and walked across our front yard, thereby being able to claim that they "didn't see" the signs posted on our driveway.
- We already have these three signs in our possession, and they are the ones that we will be installing the black posts into the ground for mounting, as I've already mentioned to you.
- I tried to select the nicest looking, clear and concise signs as I could, for these three, because they will stand-out more than the others.
- I didn't mention "surveillance" on the signs near the road, because I felt that was irrelevant as long as they stayed OFF of our property. (Plus it was more of an outstanding eye-soar near the street.) There is a legal requirement to inform people that they are being recorded (audio and video) once they do come onto our property though (both indoors and outdoors). Actually the laws are more strict in regards to recording audio than video, more along the lines of "wire-tapping" or "eavesdropping", and the individual's personal RIGHT to know.

In addition to these three "posted" signs, I will be purchasing four more signs to hang on our fences. One to go near the gate on each side of our house, and one to go on each of the short sections where the fence terminates, up in the woods. These four signs are what I'm currently in the process of purchasing. I'm in discussions with the sign manufacturer to customize one of their stock signs (http://www.mysecuritysign.com/signs/video-security-surveillance-sign/sku-K-4703.aspx), to make it more appropriate for a residential application, instead of a commercial building, for which it appears to have been originally designed.

- Stock Sign: http://www.mysecuritysign.com/signs/video-security-surveillance-sign/sku-K-4703.aspx
- Requested changes:
  - I'd like to replace the words "[redacted]" with "NO TRESPASSING".
  - I'd also like to replace the word "[redacted]" with "PROPERTY".

I spent an entire DAY looking through hundreds of "no trespassing" and "surveillance" sign designs, what I like about this sign is the simplicity and clarity, without being obnoxious. Yes, it costs a little bit more to have it customized, but it is worth it to me to make it more suitable for our residential application. When manufactured with the higher grade materials (you can choose plastic or metal), it is only about $10 more per sign than the stock design.

What I like about this design and why I selected it:

- The simplicity and clarity, without being obnoxious.
- The classic "STOP" sign look, catches your attention and speaks universally.
- I think the design sort of "draws you in" and makes you curious, rather than "pushing you away" with a plethora of text, listing a slew of offenses and warnings.
- I like the small video cameras on both sides, rather than a large central graphic.

- The fact that it says "SURVEILLANCE" instead of "Video Surveillance". IF we choose to SPECIFY "Video Surveillance", then rightly by law we should specify "Audio Surveillance" as well. This gets to be a lot of jumbled crap to put on a sign. I prefer just warning that there is "24 Hour Surveillance" without SPECIFYING whether it is "audio" or "video" or BOTH.

IN the woods I'm planning to install two 18" x 18" signs, one on each side where our fence terminates, as previously described.

HERE IS THE PART THAT I WANT YOUR FEEDBACK ON:

For the two signs that will be attached to our fence, mounted NEAR the GATES, one on each side of our home, I had originally planned for those to be the smaller 10" x 10" signs (they are about HALF the cost of the larger signs, when using the STOCK designs). However, after getting pricing with the customizations that I requested, it will **COST THE SAME** for the 10" x 10" signs as it will for the 18" x 18" signs. **So the question that I have, is with it ALL COSTING THE SAME, which SIZE do YOU PREFER that we purchase to attach to our fence, NEAR the GATES, on both sides of our home?**

- 10" x 10"
- 12" x 12"
- 14" x 14"
- 18" x 18"

Please let me know your preference. Likewise, if for some reason you dislike this design, please feel free to suggest an alternative, just please bear in mind the legal purposes for which it is being purchased: BOTH to protect our property from trespassers, while ALSO meeting our legal obligations to INFORM guests that we use audio & video surveillance throughout our property.

I'd like to order this within the next 48 hours if possible. Please let me know your thoughts.

Thanks Lovie! ☺

Jeff Fenton
Meticulous Marketing LLC
(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

When it's worth doing RIGHT the first time!

Submit or respond to a support ticket here.

Case 1:23-cv-01097-PLM-RSK ECF No. 1-19, PageID.878 Filed 10/13/23 Page 81 of 94

Jeff Fenton

From: Fawn Fenton
Sent: Thursday, December 3, 2015 4:13 PM
To: Jeff Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

Hm, ok, I guess at the 10"x10" size, they'd be ok.

From: Jeff Fenton
Sent: Thursday, December 03, 2015 4:11 PM
To: Fawn Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

I thought that the 10" x 10" stop signs would look good on the gates… not too loud in my opinion. Again, it conveyed a lot of information without being too obnoxious or slow and difficult to read.

Jeff Fenton
Meticulous Marketing LLC
(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

When it's worth doing RIGHT the first time!

Submit or respond to a support ticket here.

From: Fawn Fenton
Sent: Thursday, December 03, 2015 4:08 PM
To: Jeff Fenton <Jeff@Meticulous.pro>
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

Yes, that's what I meant, use the big STOP sign ones for the ends of the fence in the woods. Only get less-obtrusive ones at the gates, since they're highly visible.

From: Jeff Fenton
Sent: Thursday, December 03, 2015 4:03 PM
To: Fawn Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

We could still specify the two 18" x 18" stop sign looking ones for in the WOODS, at the termination points, and just select something different for the two gates…?

Your thoughts?

Jeff Fenton
Meticulous Marketing LLC

Jeff Fenton

From: Fawn Fenton
Sent: Thursday, December 3, 2015 4:25 PM
To: Jeff Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

Black with white text like this would match fence?



From: Jeff Fenton
Sent: Thursday, December 03, 2015 4:19 PM
To: Fawn Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

We might could use it if you prefer. To be honest, I really didn't look at those very much, I thought they were too small. They look more like a sign that you put directly on an entry door. I'm not planning to attach these TO the gate, I'm planning to attach them to the panel immediately adjacent to the gate. They might be ok if you really prefer them.

Jeff Fenton
Meticulous Marketing LLC
(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

When it's worth doing RIGHT the first time!

Submit or respond to a support ticket here.

From: Fawn Fenton
Sent: Thursday, December 03, 2015 4:16 PM
To: Jeff Fenton <Jeff@Meticulous.pro>
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

Oh, I see, customizable signs.

This one too small for you?

Jeff Fenton

From:	Fawn Fenton
Sent:	Thursday, December 3, 2015 4:39 PM
To:	Jeff Fenton
Subject:	RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

Meet you in the middle.... Get the 3"x9"?

From: Jeff Fenton
Sent: Thursday, December 03, 2015 4:38 PM
To: Fawn Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

I'll let you decide... let me know which size you want, with all things considered. ☺

Jeff Fenton
Meticulous Marketing LLC
(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

When it's worth doing RIGHT the first time!

Submit or respond to a support ticket here.

From: Fawn Fenton
Sent: Thursday, December 03, 2015 4:31 PM
To: Jeff Fenton <Jeff@Meticulous.pro>
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

I was looking at the 3"x9" or 4"x12" ones.
I hadn't noticed that other one was only 2"x6".
;)

From: Jeff Fenton
Sent: Thursday, December 03, 2015 4:29 PM
To: Fawn Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

Isn't that the same size as the one you sent?

Jeff Fenton
Meticulous Marketing LLC
(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

When it's worth doing RIGHT the first time!

Submit or respond to a support ticket here.

From: Fawn Fenton
Sent: Thursday, December 03, 2015 4:28 PM
To: Jeff Fenton <Jeff@Meticulous.pro>
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

Wow, ok, that's really tiny!
I am good with that one!

From: Jeff Fenton
Sent: Thursday, December 03, 2015 4:27 PM
To: Fawn Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

How about the one I attached?

Jeff Fenton
Meticulous Marketing LLC
(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

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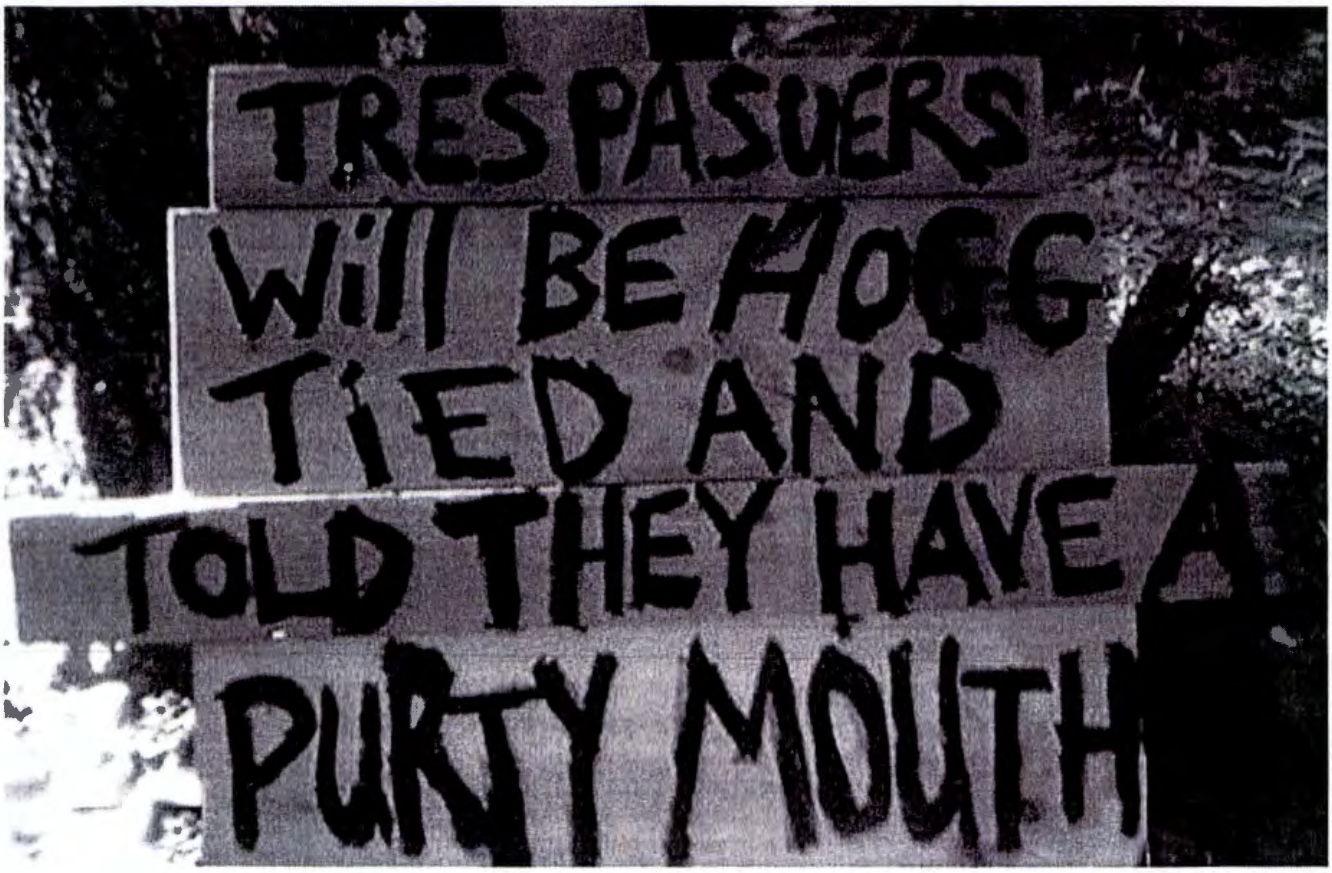
Submit or respond to a support ticket here.

Case 1:23-cv-01097-PLM-RSK ECF No. 1-19, PageID.882 Filed 10/13/23 Page 85 of 94



234

Jeff Fenton

From: Fawn Fenton
Sent: Friday, July 24, 2015 1:49 PM
To: Jeff Fenton
Subject: RE: Hello :)

Yow!

;)

From: Jeff Fenton
Sent: Friday, July 24, 2015 1:48 PM
To: Fawn Fenton
Subject: Hello :)

http://cdn.wideopenspaces.com/wp-content/uploads/2015/01/No-Trespassing-44.jpg

Jeff Fenton
Meticulous Marketing LLC
(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

When it's worth doing RIGHT the first time!

Submit or respond to a support ticket here.

12/3/2015 4:23 PM (PNG Image, 957 × 504 pixels)

Home | Custom | No Trespassing | Private Property | Video Surveillance | No Soliciting | Security Camera | Beware of Dog | Designer

Home › CCTV Signs › DP-3064

2" x 6" Custom CCTV Symbol Sign

Create Your Sign

Write and edit your sign. Make sure to consult our help by clicking on the ? buttons. Click **Next Step** when done.

Enter Your Text

Enter the text and adjust font size and style if desired.

Text 1 NO TRESPASSING
24/7 Audio & Video
Surveillance

B I U Auto Fit



Preview | Save | Edit Design ? | Spell Check

Select a Sign Color

Choose a color for your sign.

TEXT Black | TEXT Red | TEXT Dark Blue

Back | Next Step

...

My Security Sign

300 Cadman Plaza West, Suite 1303, Brooklyn, NY 11201

Invoice

Questions? Call (800) 952 1457

Bill To

Fawn Fenton
1986 Sunny Side Dr.
Brentwood, TN 37027
Phone: 615-[redacted]
Email: accounts@fentonmail.com

Ship To

Fawn Fenton
1986 Sunny Side Dr.
Brentwood, TN 37027
Phone: 615-[redacted]
Email: accounts@fentonmail.com

Order No.: MSS-111910 Date: November 24, 2015 Ship by: UPS Regular

Item Description	Unit Price	Qty.	Amount
1. No Trespassing, This Property Is Protected By Video Surveillance, Trespassers will be Prosecuted Sign (with Graphic) Color: Green Reversed Size: 12" x 18" (H x W) Part #: K-4574 • HTC Code: 8310.00.00.90	$28.59/Sign Package: 1 Sign	1 Sign	$28.59

Product Subtotal : $28.59

Estimated Shipping Charges : Free

Order Total : **$28.59**

Please make checks payable to **SmartSign**.

Print Page Close Window

PayPal

November 24, 2015

XpressMyself.com LLC - $28.59
Authorization

This is a temporary authorization to make sure your payment method will cover the payment. Your payment method will be charged when XpressMyself.com LLC completes your order.

Paid with
VISA x-6593

Ship to
Fawn Fenton
1986 Sunny Side Dr.
Brentwood, TN 37027
United States

Transaction ID
1G6000416Y163691M

Seller info
XpressMyself.com LLC
(718) 797-1900
customerservice@smartsign.com

Your purchase

XpressMyself.com LLC	$28.59
Shipping	$0.00
Tax	$0.00
Purchase total	$28.59
Fee	$0.00
Total	**$28.59**

HIKVISION

WILLIAMSON COUNTY
CLERK & MASTER
2019 AUG 29 AM 9:20
FILED FOR ENTRY

DS-2CD2742FWD-IZS

4 MP WDR Dome Network Camera with IR

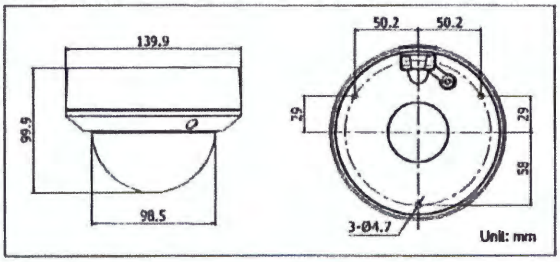




Key Features

- 4 Megapixel High Resolution
- Full HD1080p Video
- Dual Video Streams
- 2.8 mm to 12 mm Motorized Lens
- 120 dB Wide Dynamic Range
- 3D Digital Noise Reduction
- Smart Features
- PoE (802.3af)
- IR Range 30 Meters (~100 feet)
- IP66 and IK10 Protection
- Audio and Alarm Input/Output
- Edge Storage, MicroSD Slot, 128 GB

Dimensions



Accessories



RCM-1 In-Ceiling Mount | PC135 + WMS Pendant Cap With Wall Mount | AB135 Angled Base | SRSL Rain Shade | CB135 Conduit Base

DS-2CD2742FWD-IZS	
Camera	
Image Sensor	1/3" progressive scan CMOS
Minimum Illumination	Color: 0.014 lux @ (f/1.4,AGC on); B/W: 0 lux with IR
Shutter Speed	1/3 s to 1/10,000 s
Slow Shutter	Yes
Lens	2.8 mm to 12 mm @ f/1.4, motorized lens
Angle of View	112° to 33.8°
Lens Mount	Φ14
Day/Night	IR cut filter with auto switch/schedule/triggered by alarm
Digital Noise Reduction	3D DNR
Wide Dynamic Range	120 dB
Pan/Tilt /Rotation	Pan: 0° to 355°, tilt: 0° to 75°, rotation: 0° to 355°
Compression Standards	
Video Compression	H.264+/H.264/MJPEG
H.264 Type	Main Profile
Video Bit Rate	32 Kbps to 16 Mbps
Dual Streams	Yes
Audio	G.711/G.722.1/G.726/MP2L2, 64 Kbps (G.711)/16 Kbps (G.722.1)/16 Kbps (G.726)/32 to 128 Kbps (MP2L2)
Image	
Maximum Resolution	2688 × 1520
Frame Rate	20 fps (2688 × 1520), 30 fps (1920 × 1080, 1280 × 720)
Image Settings	Compression, color, saturation, brightness, contrast, sharpness, rotate mode, privacy mask
Backlight Compensation	Yes, zone configured
Region of Interest (ROI)	Yes
Analytics	
Smart Features	Line crossing detection, intrusion detection
Network	
Network Storage	NAS (supports NFS,SMB/CIFS); ANR
Alarm Triggers	Motion detection, line crossing detection, intrusion detection, tamper alarm, network disconnect, IP address conflict, storage exception
Protocols	TCP/IP, UDP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, PPPoE, NTP, UPnP, SMTP, SNMP, IGMP, 802.1X, QoS, IPv6, Bonjour
Security	Three level user authentication, password authorization, HTTPS and SSH certificate, IEEE802.1X, basic and digest authentication, watermark, IP address filtering, log-in lockout
Standards	ONVIF (PROFILE S, PROFILE G), PSIA, CGI, ISAPI
Interface	
Communication	1 RJ-45 10M/100M Ethernet port
On-Board Storage	Built-in microSD/SDHC/SDXC slot, up to 128 GB
Alarm	1 alarm I/O
Audio	1 audio I/O
General	
Operating Conditions	-30° C to 60° C (-22° F to 140° F), humidity 95% or less (non-condensing)
Power	12 VDC ±10%, PoE (802.3af) UL/cUL Listed
Power Consumption	Maximum 5.5 W
IR Range	30 meters (~100 feet)
Ingress Protection	IP66
Impact Protection	IEC60068-275Eh, 20J; EN50102, up to IK10
Dimensions	Φ140 mm × 99.9 mm (Φ5.51" × 3.94")
Weight	1000 g (2.20 lbs)

Order Model

DS-2CD2742FWD-IZS

Hikvision USA Inc., 908 Canada Court, City of Industry, CA 91748, USA • Hikvision Canada, 4485 Dobrin, St-Laurent
Tel: +1-909-895-0400 • Toll Free in USA: +1-866-200-6690 • E-Mail: sales.usa@hikvision.com • www.hikvision.com
© 2015 Hikvision USA Inc. • All Rights Reserved • Specifications subject to change without notice.

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - H

239

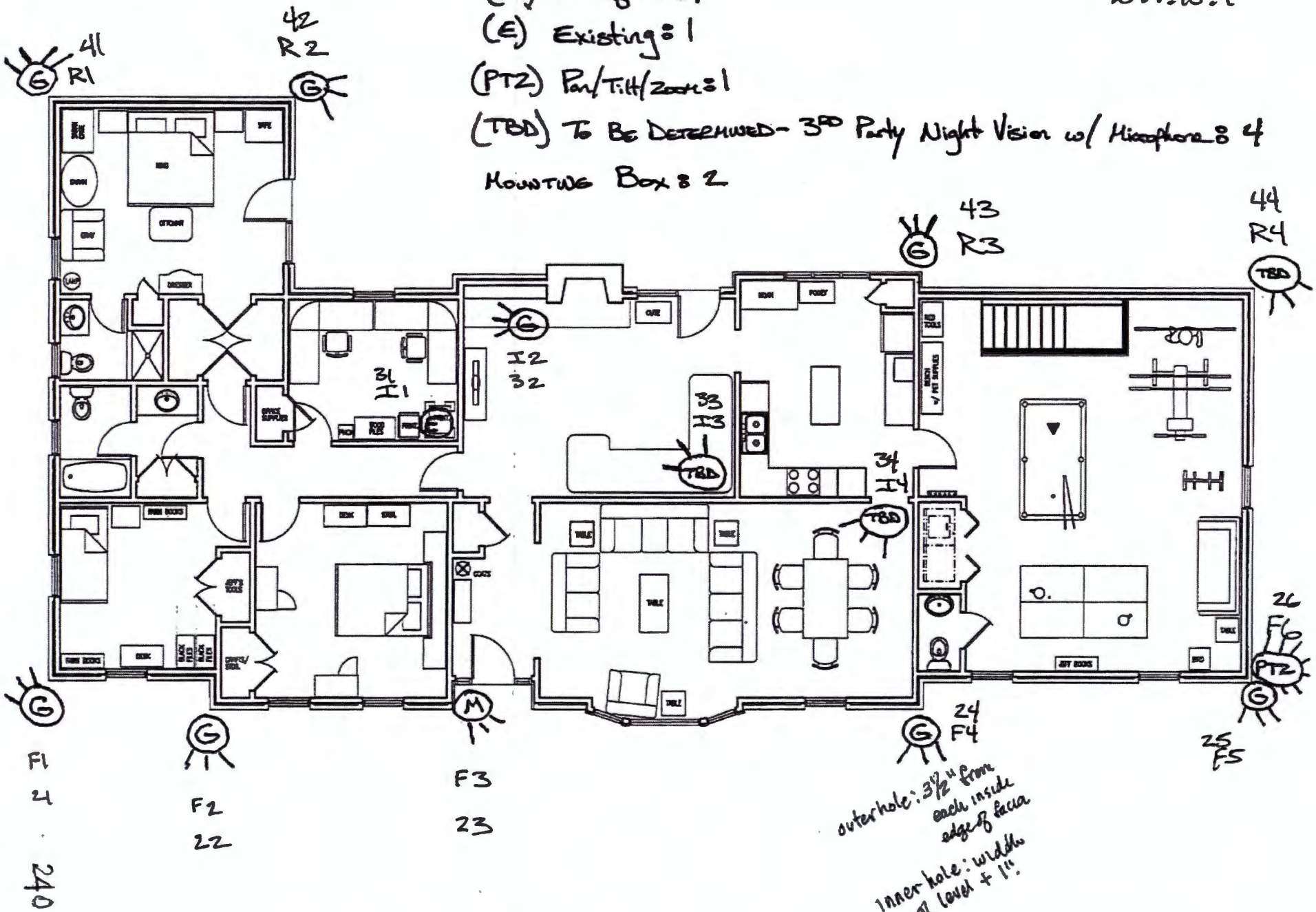
RE: Fenton v Fenton Case# 48419B

2016 Surveillance Camera Layout

INSIDE GARAGE: 1 TBD

(G) GUARDIAN: 8
(M) Mosquito: 1
(E) Existing: 1
(PTZ) Pan/Tilt/Zoom: 1
(TBD) To Be Determined - 3RD Party Night Vision w/ Microphone: 4
Mounting Box: 2

8.8.8.8.
8.8.4.4
10.1.10.1



240

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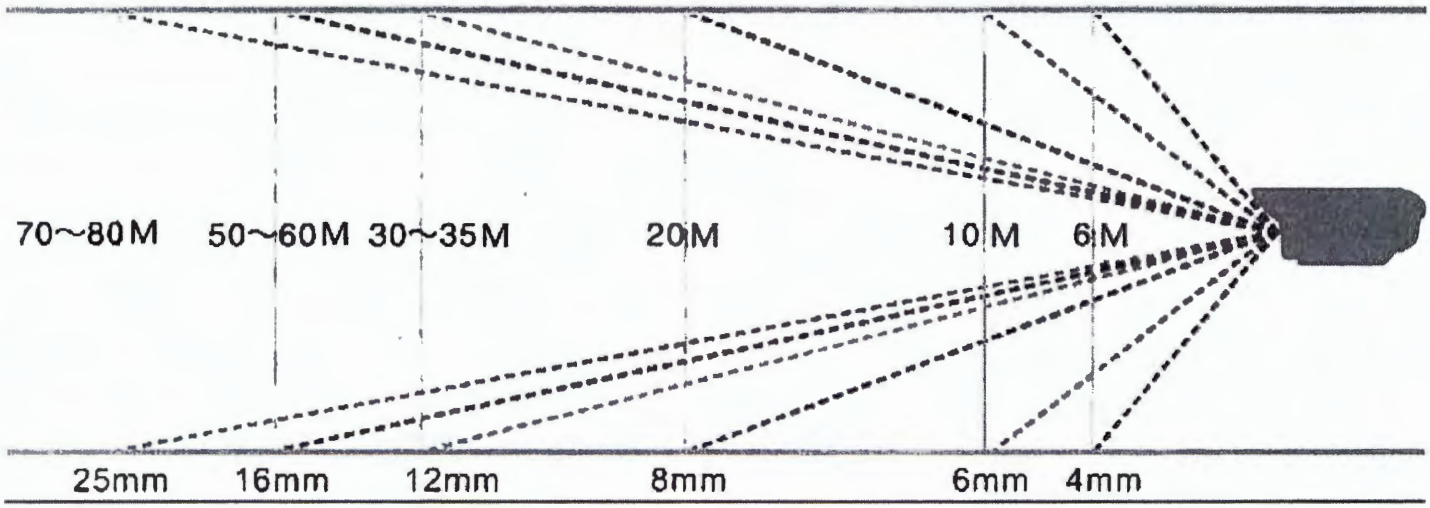
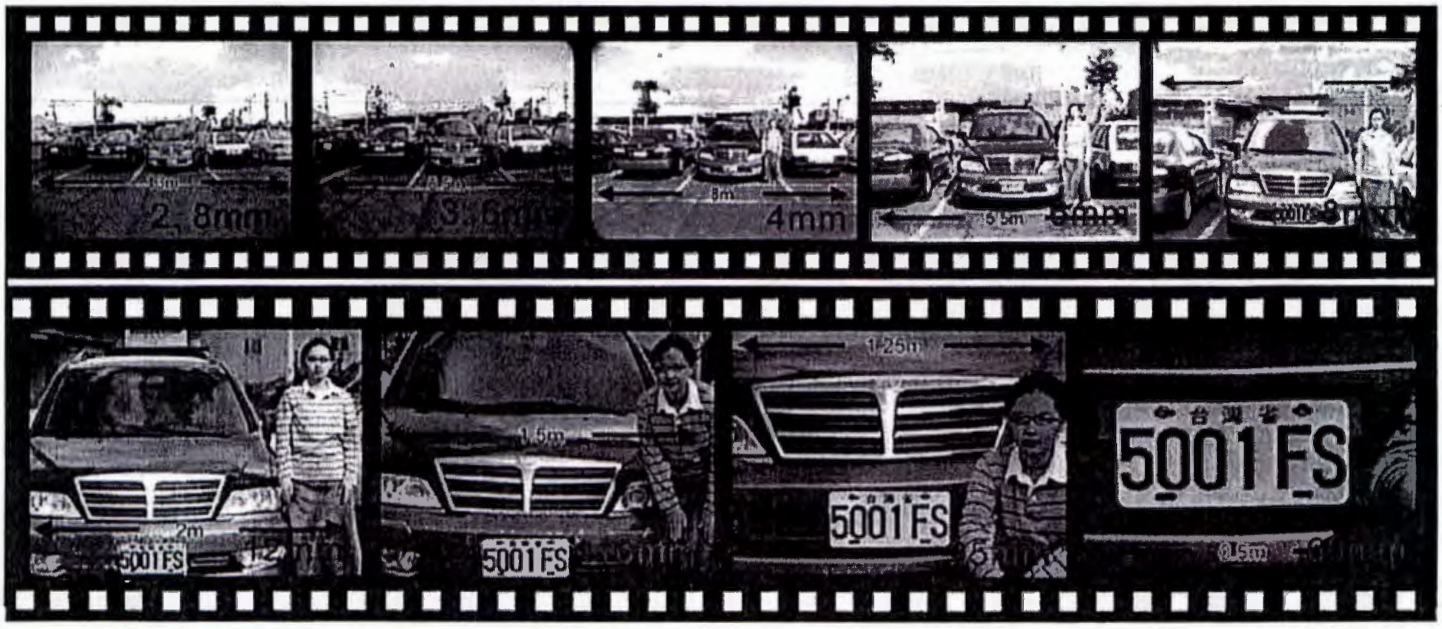
Lens Size	2. 5mm	2. 8mm	3. 6mm	4mm	6mm	8mm	12mm	16mm	25mm	60mm
View Angle	100°	90°	75°	70°	60°	40°	30°	20°	12°	5°
see clearly the number plate from	1.5M	2M	2.5M	3M	5M	7M	10M	20M	25M	50M
Cover Distance			5	6	10	20	30~35	50~60	70~80	



Pictures taken by the same camera with different size lens



241

< < SALES ORDER > >

AUDIO VIDEO SUPPLY, INC.
4575 RUFFNER ST.
SAN DIEGO CA 92111

MET44

Sold To: METICULOUS PROFESSIONAL SOLUTIONS
1986 SUNNY SIDE DR.
BRENTWOOD TN 37027

Ship To: METICULOUS PROFESSIONAL SOLUTIONS
1986 SUNNY SIDE DR.
BRENTWOOD TN 37027

Phone: 615-837-1300

Order No.	Order Date	Loc ID	Terms	Customer P.O.#	Ship Via	Sls	Pg
00126676	01/20/16	A-STK	Credit Card	******** VERBAL / J.FENTON MA	BESTWAY FOB AVS	T02	1

	Item No/Description	Units	Qty Ord	Qty Shp	Qty Bko	Unit Price	Extended Price
001	DS2CD2742FWDIZS 4MP WDR DOME NETWORK CAMERA	EA	4			327.00	1308.00
002	DS2CD2542FWDIS/2.8 COMPACT DOME 1080P H264 2.8mm	EA	3			198.00	594.00
003	DS2CD2142FWDIS/2.8 OUTDOOR DOME 1080P H264 2.8mm LENS	EA	1			173.00	173.00
004	DS2CD2142FWDIS/4MM OUTDOOR DOME 1080P H264 4.0MM LENS	EA	1			173.00	173.00
005	DS2CD2142FWDIS/6MM OUTDOOR DOME 1080P H264 6.0mm LENS	EA	1			173.00	173.00
006	EMAIL INVOICE/TRACKING TO: accounting@fentonmail.com		1			0.00	0.00

TERMS AND CONDITIONS: All sales are final. No unauthorized returns will be accepted
All returns subject to minimum 25% Restocking fee
All shortages/damages must be reported in 10 days

Customer Signature/Date:_____

Box Count _____ Weight _____

Thank you very much for your business

Taxable SubTotal:	2421.00
Calif. Sales Tax:	0.00
Sub Total :	2421.00
Shipping :	0.00
Total :	2421.00

242

HIKVISION

DS-2CD2542FWD-IS Series
4 MP WDR Mini Dome Network Camera





Key Features

- 4 MP High Resolution
- Full HD1080p
- Dual Video Streams
- 2.8 mm, 4 mm, 6 mm Fixed Lens Options
- 120 dB Wide Dynamic Range
- 3D Digital Noise Reduction
- 3-Axis Adjustment
- 12 VDC and PoE
- Supports H.264+
- Up to 10 Meters IR Range
- IP66 Weatherproof Protection
- IK08 Vandal Resistant
- Built-In Microphone, Audio Output, Alarm I/O
- Wireless Option (-IWS)

Accessories


Wall Mount
PC120


Wall Mount + Junction Box
WML + PC120

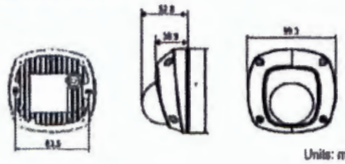

Pendant Mount
CPM + PC120


Sun/Rain Shade
SRSM


Vertical Pole Mount
PM


Corner Mount
CM

Dimensions



Units: mm

Order Model

DS-2CD2542FWD-IS
DS-2CD2542FWD-IWS, WiFi

DS-2CD2542FWD-IS Series	
Camera	
Image Sensor	1/3" progressive scan CMOS
Minimum Illumination	0.01 lux @ (f/1.2, AGC on), 0 lux with IR 0.028 lux @ (f/2.0, AGC on), 0 lux with IR
Shutter Speed	1/3 s to 1/10,000 s
Lens	2.8 mm, 4 mm, 6 mm @ f/2.0
Lens Mount	M12
Day/Night	IR cut filter with auto switch
DNR	3D DNR
Wide Dynamic Range	120 dB
Angle of Adjustment	Pan: -30° to 30°, tilt: 0 to 75°, rotation: 0 to 360°
Compression Standard	
Video Compression	H.264/MJPEG/H.264+
H.264 Type	Main profile
Video Bit Rate	32 Kbps to 16 Mbps
Dual Streams	Supported
Audio Compression	G.711/G.722.1/G.726/MP2L2
Audio Bit Rate	64 Kbps (G.711)/16 Kbps (G.722.1)/16 Kbps (G.726)/32 to 128 Kbps (MP2L2)
Image	
Maximum Resolution	2688 × 1520
Frame Rate	20 fps (2688 × 1520), 30 fps (1920 × 1080), 30 fps (1280 × 720)
Image Setting	Rotate mode, saturation, brightness, contrast, sharpness adjustable by client software or Web browser
BLC	Supported, zone configurable
ROI Codec	Supported
Network	
Network Storage	NAS (supports NFS,SMB/CIFS), ANR
Alarm Trigger	Motion detection, tampering alarm, network disconnect, IP address conflict, storage exception
Protocols	TCP/IP, UDP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, PPPoE, NTP, UPnP, SMTP, SNMP, IGMP, 802.1X, QoS, IPv6, Bonjour
General	One-key reset, flash-prevention, dual stream, heartbeat, mirror, password protection, privacy mask, watermark, IP address filtering, anonymous access
Standard	ONVIF (PROFILE S, PROFILE G), PSIA, CGI, ISAPI
Interface	
Communication Interface	1 R-J45 10M/100M Ethernet port
On-Board Storage	Built-in microSD/SDHC/SDXC slot, up to 128 GB
Alarm Interface	1x alarm I/O
Audio Interface	Built-in microphone and 1x audio output
Reset	Yes
Wi-Fi (-W models only)	
Wireless Standards	IEEE802.11b, 802.11g, 802.11n
Frequency Range	2.4 GHz to 2.4835 GHz
Channel Bandwidth	20/40 MHz support
Protocols	802.11b: CCK, QPSK, BPSK, 802.11g/n: OFDM
Security	64/128-bit WEP, WPA/WPA2, WPA-PSK/WPA2-PSK, WPS
Transmit Output Power	11b: 17 ±1.5 dBm @ 11 Mbps 11g: 14±1.5 dBm @ 54 Mbps 11n: 12.5±1.5 dBm
Reception Sensitivity	11b: -90 dBm @ 11 Mbps (typical) 11g: -75 dBm @ 54 Mpbs (typical) 11n: -74 dBm (typical)
Transfer Rates	11b: 11 Mbps, 11g: 54 Mbps, 11n: up to 150 Mbps
Wireless Range	50 meters *The performance varies based on actual environment.
General	
Operating Conditions	-30° C to 60° C (-22° F to 140° F), humidity 95% or less (non-condensing)
Power Supply	12 VDC ±10%, PoE (802.3af)
Power Consumption	Maximum 5 W, maximum 9 W with pan and tilt
IR Range	Approximately 10 meters
Ingress Protection	IP66
Impact Protection	IEC60068-275Eh, 20J; EN50102, up to IK08
Dimensions	99.3 mm × 96.7 mm × 52.8 mm (3.91" x 3.81" x 2.08")
Weight	600 g (1.32 lbs)

Hikvision USA Inc., 908 Canada Court, City of Industry, CA 91748, USA • Hikvision Canada, 4485 Dobrin, St-Laurent, Quebec, Canada, H4R 2L8
Tel: +1-909-895-0400 • Toll Free in USA: +1-866-200-6690 • E-Mail: sales.usa@hikvision.com • www.hikvision.com
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- 245

010816US

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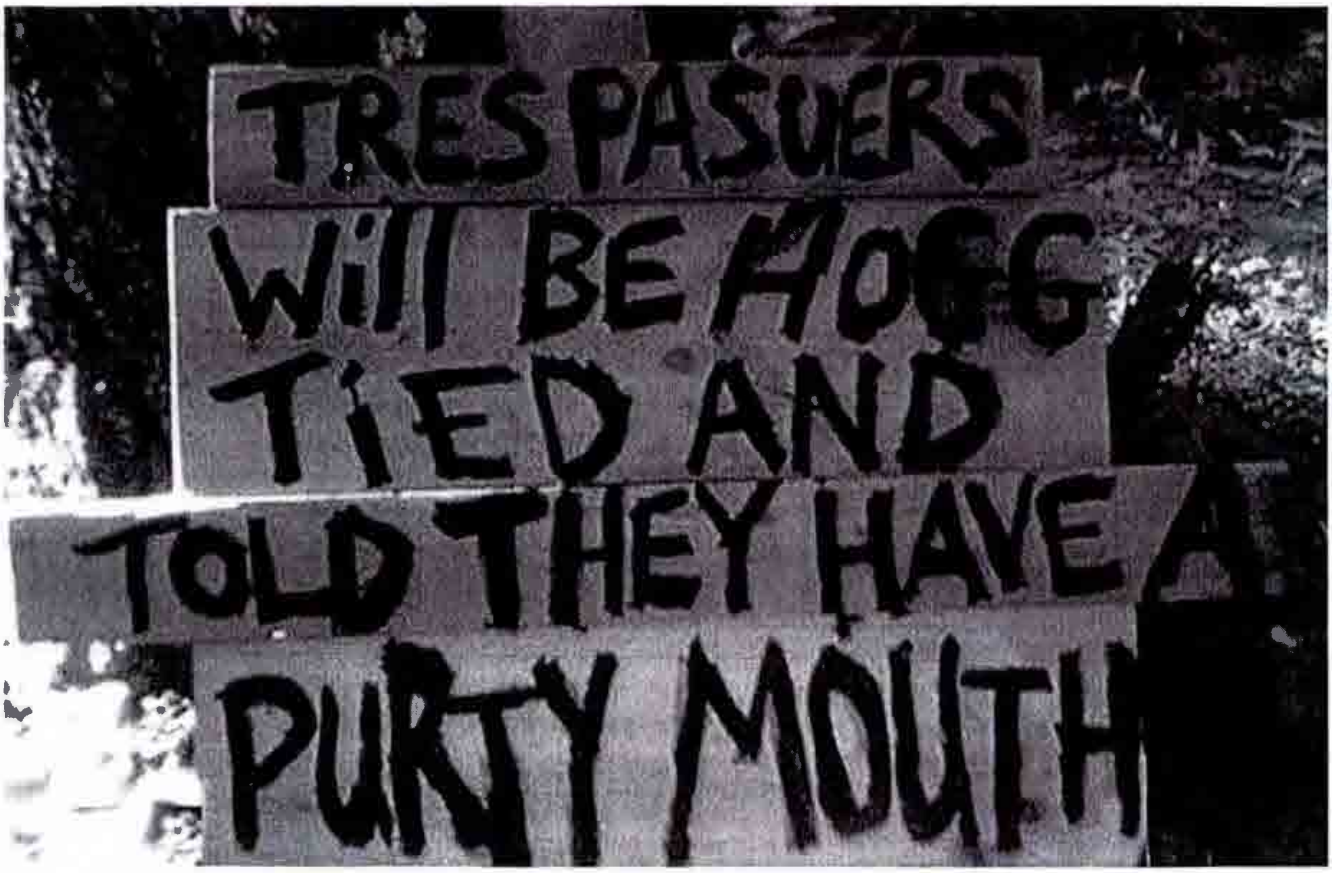


234

Jeff Fenton

From: Fawn Fenton
Sent: Friday, July 24, 2015 1:49 PM
To: Jeff Fenton
Subject: RE: Hello :)

Yow!

;)

From: Jeff Fenton
Sent: Friday, July 24, 2015 1:48 PM
To: Fawn Fenton
Subject: Hello :)

http://cdn.wideopenspaces.com/wp-content/uploads/2015/01/No-Trespassing-44.jpg

Jeff Fenton
Meticulous Marketing LLC
(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

When it's worth doing RIGHT the first time!

Submit or respond to a support ticket here.

12/3/2015 4:23 PM (PNG Image, 957 × 504 pixels)

Home | Custom | No Trespassing | Private Property | Video Surveillance | No Soliciting | Security Camera | Beware of Dog | Designer

Home › CCTV Signs › DP-3064

2" x 6" Custom CCTV Symbol Sign

Create Your Sign

Write and edit your sign. Make sure to consult our help by clicking on the ? buttons. Click **Next Step** when done.

Enter Your Text

Enter the text and adjust font size and style if desired.

Text 1 NO TRESPASSING
24/7 Audio & Video
Surveillance

B I U Auto Fit



Preview | Save | Edit Design ? | Spell Check

Select a Sign Color

Choose a color for your sign.

TEXT Black | TEXT Red | TEXT Dark Blue

Back | Next Step

...

My Security Sign

300 Cadman Plaza West, Suite 1303, Brooklyn, NY 11201

Invoice

Questions? Call (800) 952 1457

Bill To

Fawn Fenton
1986 Sunny Side Dr.
Brentwood, TN 37027
Phone: 615-[redacted]
Email: accounts@fentonmail.com

Ship To

Fawn Fenton
1986 Sunny Side Dr.
Brentwood, TN 37027
Phone: 615-[redacted]
Email: accounts@fentonmail.com

Order No.: MSS-111910 Date: November 24, 2015 Ship by: UPS Regular

Item Description	Unit Price	Qty.	Amount
1. No Trespassing, This Property Is Protected By Video Surveillance, Trespassers will be Prosecuted Sign (with Graphic) Color: Green Reversed Size: 12" x 18" (H x W) Part #: K-4574 • HTC Code: 8310.00.00.90	$28.59/Sign Package: 1 Sign	1 Sign	$28.59

Product Subtotal : $28.59

Estimated Shipping Charges : Free

Order Total : **$28.59**

Please make checks payable to **SmartSign**.

Print Page Close Window

PayPal

November 24, 2015

XpressMyself.com LLC - $28.59
Authorization

This is a temporary authorization to make sure your payment method will cover the payment. Your payment method will be charged when XpressMyself.com LLC completes your order.

Paid with
VISA x-6593

Ship to
Fawn Fenton
1986 Sunny Side Dr.
Brentwood, TN 37027
United States

Transaction ID
1G6000416Y163691M

Seller info
XpressMyself.com LLC
(718) 797-1900
customerservice@smartsign.com

Your purchase

XpressMyself.com LLC	$28.59
Shipping	$0.00
Tax	$0.00
Purchase total	$28.59
Fee	$0.00
Total	**$28.59**

HIKVISION

WILLIAMSON COUNTY
CLERK & MASTER
2019 AUG 29 AM 9:20
FILED FOR ENTRY

DS-2CD2742FWD-IZS

4 MP WDR Dome Network Camera with IR

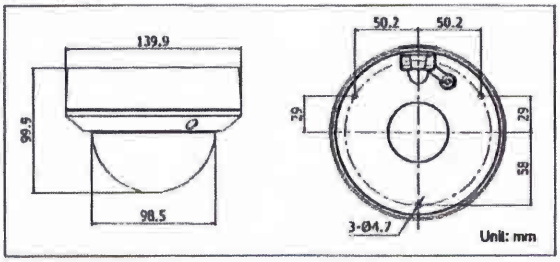




Key Features

- 4 Megapixel High Resolution
- Full HD1080p Video
- Dual Video Streams
- 2.8 mm to 12 mm Motorized Lens
- 120 dB Wide Dynamic Range
- 3D Digital Noise Reduction
- Smart Features
- PoE (802.3af)
- IR Range 30 Meters (~100 feet)
- IP66 and IK10 Protection
- Audio and Alarm Input/Output
- Edge Storage, MicroSD Slot, 128 GB

Dimensions



DS-2CD2742FWD-IZS	
Camera	
Image Sensor	1/3" progressive scan CMOS
Minimum Illumination	Color: 0.014 lux @ (f/1.4,AGC on); B/W: 0 lux with IR
Shutter Speed	1/3 s to 1/10,000 s
Slow Shutter	Yes
Lens	2.8 mm to 12 mm @ f/1.4, motorized lens
Angle of View	112° to 33.8°
Lens Mount	Φ14
Day/Night	IR cut filter with auto switch/schedule/triggered by alarm
Digital Noise Reduction	3D DNR
Wide Dynamic Range	120 dB
Pan/Tilt /Rotation	Pan: 0° to 355°, tilt: 0° to 75°, rotation: 0° to 355°
Compression Standards	
Video Compression	H.264+/H.264/MJPEG
H.264 Type	Main Profile
Video Bit Rate	32 Kbps to 16 Mbps
Dual Streams	Yes
Audio	G.711/G.722.1/G.726/MP2L2, 64 Kbps (G.711)/16 Kbps (G.722.1)/16 Kbps (G.726)/32 to 128 Kbps (MP2L2)
Image	
Maximum Resolution	2688 × 1520
Frame Rate	20 fps (2688 × 1520), 30 fps (1920 × 1080, 1280 × 720)
Image Settings	Compression, color, saturation, brightness, contrast, sharpness, rotate mode, privacy mask
Backlight Compensation	Yes, zone configured
Region of Interest (ROI)	Yes
Analytics	
Smart Features	Line crossing detection, intrusion detection
Network	
Network Storage	NAS (supports NFS,SMB/CIFS); ANR
Alarm Triggers	Motion detection, line crossing detection, intrusion detection, tamper alarm, network disconnect, IP address conflict, storage exception
Protocols	TCP/IP, UDP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, PPPoE, NTP, UPnP, SMTP, SNMP, IGMP, 802.1X, QoS, IPv6, Bonjour
Security	Three level user authentication, password authorization, HTTPS and SSH certificate, IEEE802.1X, basic and digest authentication, watermark, IP address filtering, log-in lockout
Standards	ONVIF (PROFILE S, PROFILE G), PSIA, CGI, ISAPI
Interface	
Communication	1 RJ-45 10M/100M Ethernet port
On-Board Storage	Built-in microSD/SDHC/SDXC slot, up to 128 GB
Alarm	1 alarm I/O
Audio	1 audio I/O
General	
Operating Conditions	-30° C to 60° C (-22° F to 140° F), humidity 95% or less (non-condensing)
Power	12 VDC ±10%, PoE (802.3af) UL/cUL Listed
Power Consumption	Maximum 5.5 W
IR Range	30 meters (~100 feet)
Ingress Protection	IP66
Impact Protection	IEC60068-275Eh, 20J; EN50102, up to IK10
Dimensions	Φ140 mm × 99.9 mm (Φ5.51" × 3.94")
Weight	1000 g (2.20 lbs)

Accessories



RCM-1 In-Ceiling Mount | PC135 + WMS Pendant Cap With Wall Mount | AB135 Angled Base | SRSL Rain Shade | CB135 Conduit Base

Order Model

DS-2CD2742FWD-IZS

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CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - H

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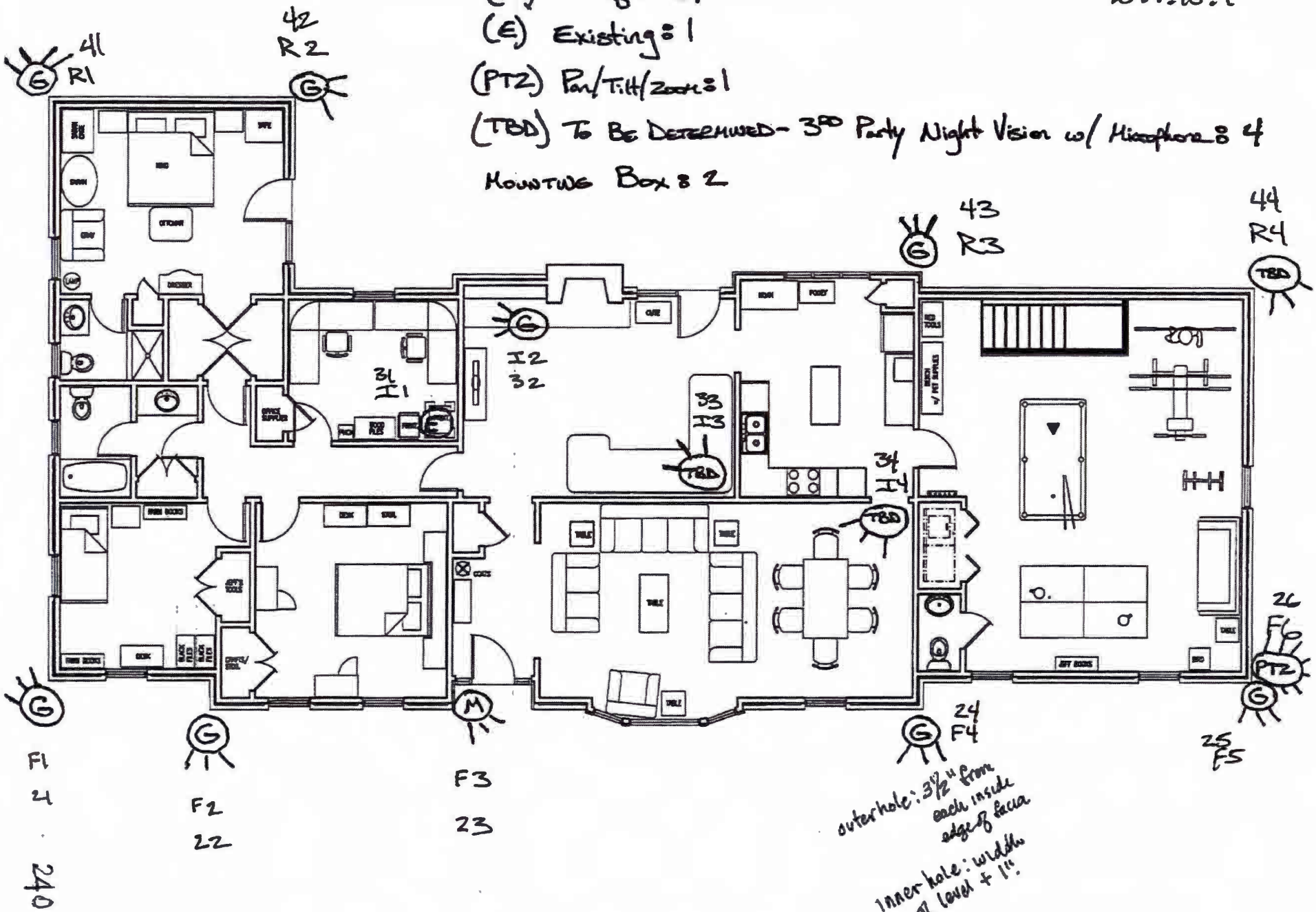
RE: Fenton v Fenton Case# 48419B

2016 Surveillance Camera Layout

INSIDE GARAGE: 1 TBD

(G) GUARDIAN: 8
(M) Mosquito: 1
(E) Existing: 1
(PTZ) Pan/Tilt/Zoom: 1
(TBD) To Be Determined - 3RD Party Night Vision w/ Microphone: 4
Mounting Box: 2

8.8.8.8.
8.8.4.4
10.1.10.1



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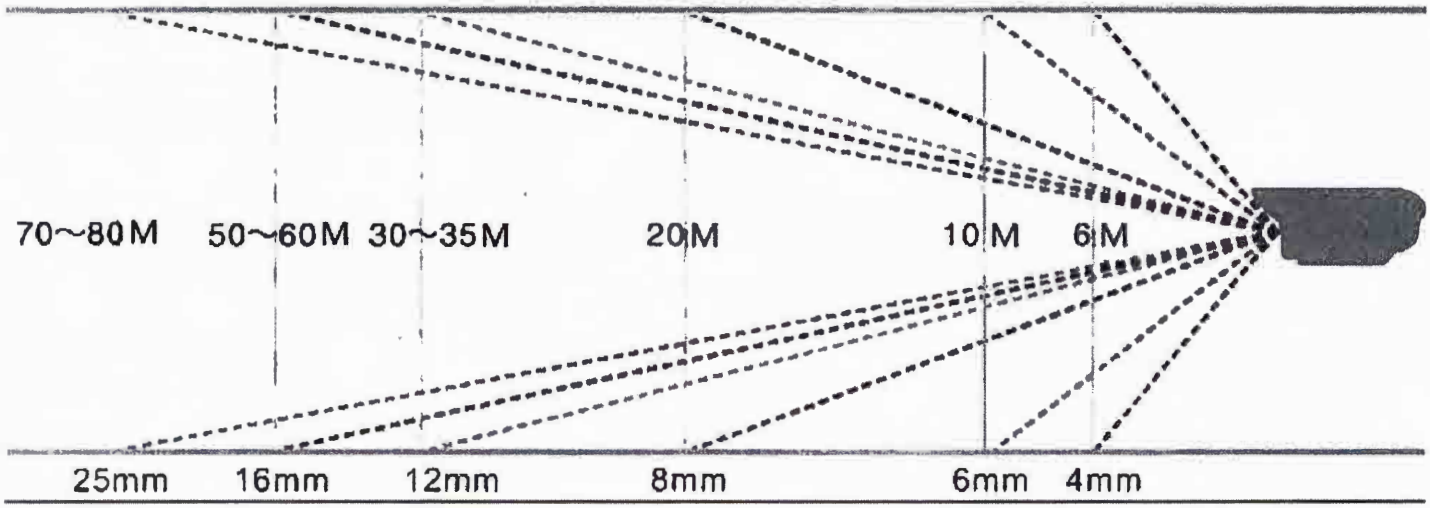
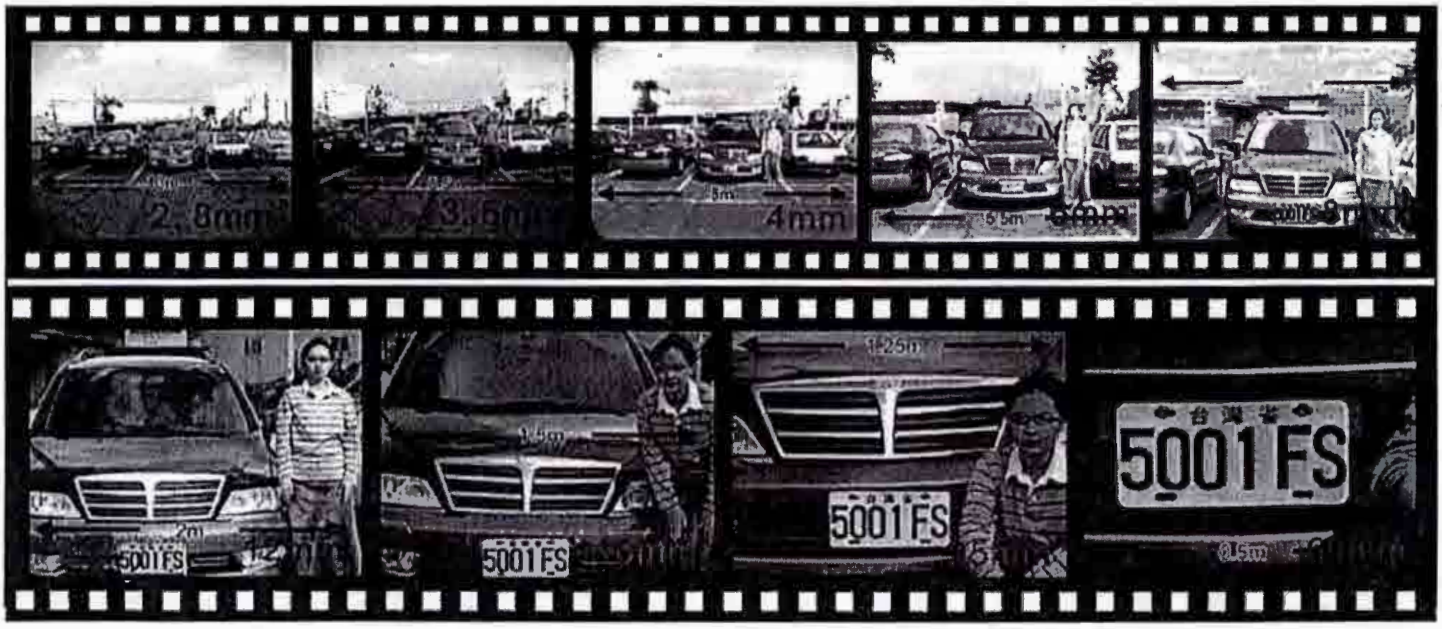
Lens Size	2. 5mm	2. 8mm	3. 6mm	4mm	6mm	8mm	12mm	16mm	25mm	60mm
View Angle	100°	90°	75°	70°	60°	40°	30°	20°	12°	5°
see clearly the number plate from	1.5M	2M	2.5M	3M	5M	7M	10M	20M	25M	50M
Cover Distance			5	6	10	20	30~35	50~60	70~80	



Pictures taken by the same camera with different size lens



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< < SALES ORDER > >

AUDIO VIDEO SUPPLY, INC.
4575 RUFFNER ST.
SAN DIEGO CA 92111

MET44

Sold To: METICULOUS PROFESSIONAL SOLUTIONS
1986 SUNNY SIDE DR.
BRENTWOOD TN 37027

Ship To: METICULOUS PROFESSIONAL SOLUTIONS
1986 SUNNY SIDE DR.
BRENTWOOD TN 37027

Phone: 615-837-1300

Order No.	Order Date	Loc ID	Terms	Customer P.O.#	Ship Via	Sls	Pg
00126676	01/20/16	A-STK	Credit Card	******** VERBAL / J.FENTON MA	BESTWAY FOB AVS	T02	1

	Item No/Description	Units	Qty Ord	Qty Shp	Qty Bko	Unit Price	Extended Price
001	DS2CD2742FWDIZS 4MP WDR DOME NETWORK CAMERA	EA	4			327.00	1308.00
002	DS2CD2542FWDIS/2.8 COMPACT DOME 1080P H264 2.8mm	EA	3			198.00	594.00
003	DS2CD2142FWDIS/2.8 OUTDOOR DOME 1080P H264 2.8mm LENS	EA	1			173.00	173.00
004	DS2CD2142FWDIS/4MM OUTDOOR DOME 1080P H264 4.0MM LENS	EA	1			173.00	173.00
005	DS2CD2142FWDIS/6MM OUTDOOR DOME 1080P H264 6.0mm LENS	EA	1			173.00	173.00
006	EMAIL INVOICE/TRACKING TO: accounting@fentonmail.com		1			0.00	0.00

TERMS AND CONDITIONS: All sales are final. No unauthorized returns will be accepted
All returns subject to minimum 25% Restocking fee
All shortages/damages must be reported in 10 days

Customer Signature/Date:_____

Taxable SubTotal:	2421.00
Calif. Sales Tax:	0.00
Sub Total :	2421.00
Shipping :	0.00
Total :	2421.00

Box Count _____ Weight _____

Thank you very much for your business

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HIKVISION

DS-2CD2542FWD-IS Series
4 MP WDR Mini Dome Network Camera





Key Features

- 4 MP High Resolution
- Full HD1080p
- Dual Video Streams
- 2.8 mm, 4 mm, 6 mm Fixed Lens Options
- 120 dB Wide Dynamic Range
- 3D Digital Noise Reduction
- 3-Axis Adjustment
- 12 VDC and PoE
- Supports H.264+
- Up to 10 Meters IR Range
- IP66 Weatherproof Protection
- IK08 Vandal Resistant
- Built-In Microphone, Audio Output, Alarm I/O
- Wireless Option (-IWS)

Accessories


Wall Mount
PC120


Wall Mount + Junction Box
WML + PC120

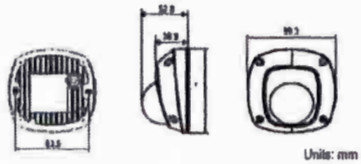

Pendant Mount
CPM + PC120


Sun/Rain Shade
SRSM


Vertical Pole Mount
PM


Corner Mount
CM

Dimensions



Order Model

DS-2CD2542FWD-IS
DS-2CD2542FWD-IWS, WiFi

DS-2CD2542FWD-IS Series	
Camera	
Image Sensor	1/3" progressive scan CMOS
Minimum Illumination	0.01 lux @ (f/1.2, AGC on), 0 lux with IR 0.028 lux @ (f/2.0, AGC on), 0 lux with IR
Shutter Speed	1/3 s to 1/10,000 s
Lens	2.8 mm, 4 mm, 6 mm @ f/2.0
Lens Mount	M12
Day/Night	IR cut filter with auto switch
DNR	3D DNR
Wide Dynamic Range	120 dB
Angle of Adjustment	Pan: -30° to 30°, tilt: 0 to 75°, rotation: 0 to 360°
Compression Standard	
Video Compression	H.264/MJPEG/H.264+
H.264 Type	Main profile
Video Bit Rate	32 Kbps to 16 Mbps
Dual Streams	Supported
Audio Compression	G.711/G.722.1/G.726/MP2L2
Audio Bit Rate	64 Kbps (G.711)/16 Kbps (G.722.1)/16 Kbps (G.726)/32 to 128 Kbps (MP2L2)
Image	
Maximum Resolution	2688 × 1520
Frame Rate	20 fps (2688 × 1520), 30 fps (1920 × 1080), 30 fps (1280 × 720)
Image Setting	Rotate mode, saturation, brightness, contrast, sharpness adjustable by client software or Web browser
BLC	Supported, zone configurable
ROI Codec	Supported
Network	
Network Storage	NAS (supports NFS,SMB/CIFS), ANR
Alarm Trigger	Motion detection, tampering alarm, network disconnect, IP address conflict, storage exception
Protocols	TCP/IP, UDP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, PPPoE, NTP, UPnP, SMTP, SNMP, IGMP, 802.1X, QoS, IPv6, Bonjour
General	One-key reset, flash-prevention, dual stream, heartbeat, mirror, password protection, privacy mask, watermark, IP address filtering, anonymous access
Standard	ONVIF (PROFILE S, PROFILE G), PSIA, CGI, ISAPI
Interface	
Communication Interface	1 R-J45 10M/100M Ethernet port
On-Board Storage	Built-in microSD/SDHC/SDXC slot, up to 128 GB
Alarm Interface	1x alarm I/O
Audio Interface	Built-in microphone and 1x audio output
Reset	Yes
Wi-Fi (-W models only)	
Wireless Standards	IEEE802.11b, 802.11g, 802.11n
Frequency Range	2.4 GHz to 2.4835 GHz
Channel Bandwidth	20/40 MHz support
Protocols	802.11b: CCK, QPSK, BPSK, 802.11g/n: OFDM
Security	64/128-bit WEP, WPA/WPA2, WPA-PSK/WPA2-PSK, WPS
Transmit Output Power	11b: 17 ±1.5 dBm @ 11 Mbps 11g: 14±1.5 dBm @ 54 Mbps 11n: 12.5±1.5 dBm
Reception Sensitivity	11b: -90 dBm @ 11 Mbps (typical) 11g: -75 dBm @ 54 Mpbs (typical) 11n: -74 dBm (typical)
Transfer Rates	11b: 11 Mbps, 11g: 54 Mbps, 11n: up to 150 Mbps
Wireless Range	50 meters *The performance varies based on actual environment.
General	
Operating Conditions	-30° C to 60° C (-22° F to 140° F), humidity 95% or less (non-condensing)
Power Supply	12 VDC ±10%, PoE (802.3af)
Power Consumption	Maximum 5 W, maximum 9 W with pan and tilt
IR Range	Approximately 10 meters
Ingress Protection	IP66
Impact Protection	IEC60068-275Eh, 20J; EN50102, up to IK08
Dimensions	99.3 mm × 96.7 mm × 52.8 mm (3.91" x 3.81" x 2.08")
Weight	600 g (1.32 lbs)

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010816US

HIKVISION

DS-2DE3304W-DE

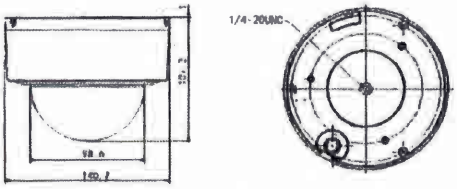
3 MP Network Mini PTZ Repositionable Dome Camera



Key Features

- Easy Installation and Setup
- Remote Positioning of Pan/Tilt/Zoom
- 1/2.8" Progressive Scan CMOS 2048 x 1536
- 4x Optical Zoom, 16x Digital Zoom
- 0° to 350° Pan, 5° to 90° Tilt, 10°/Sec.
- DWDR
- IP66/IK10 Rated
- PoE (802.3af)
- Supports RS-485
- Supports Plug & Play
- Adapter Plate for Surface Mounting

Dimensions



Order Models

DS-2DE3304W-DE

DS-2DE3304W-DE	
Camera Module	
Image Sensor	1/2.8" progressive scan CMOS
Minimum Illumination	*f*/1.6, AGC on, color: 0.05 lux, B/W: 0.01 lux
Maximum Image Resolution	2048 × 1536
Focal Length	2.8 mm to 12 mm, 4x
Digital Zoom	16x
Angle of View	105° to 33.5° (wide to tele)
Aperture Range	*f*/1.6 to *f*/2.7
Focus Mode	Auto/semiautomatic/manual
DWDR	Supported
S/N Ratio	≥52 dB
Shutter Speed	1/1 to 1/10,000 s
AGC	Auto/manual
White Balance	Auto/manual/ATW/indoor/outdoor/daylight lamp/sodium lamp
Day/Night	IR cut filter
Privacy Mask	8 privacy masks programmable
Enhancement	3D DNR, HLC/BLC
Pan and Tilt	
Range	Pan: 0° to 350°; tilt: 5° to 90°
Speed	Pan: 0.1° to 60°/sec (manual), 30°/s (preset) Tilt: 0.1° to 50°/sec (manual), 25°/s (preset)
Number of Presets	300
Patrols	8 patrols, up to 32 presets per patrol
Park Actions	Preset/patrol
Scheduled Tasks	Preset/reboot/patrol/self test/aux output
Features	
Detection	Intrusion detection, line crossing detection, audio exception detection, motion detection
ROI Encoding	Supports 4 areas with adjustable levels
Alarm	
Alarm I/O	1/1
Alarm Triggers	Intrusion detection, line crossing detection, motion detection, audio exception detection, dynamic analysis, tampering alarm, network disconnect, IP address conflict, storage exception
Alarm Actions	Preset, recording, relay output, upload center, upload FTP, e-mail linkage
Input/ Output	
Audio Input	1 audio input (mic/line in), 2 to 2.4V[p-p]; output impedance: 1K Ω, ±10%
Audio Output	1 output, line level, impedance: 600 Ω
Network	
Ethernet	10Base-T/100Base-TX, RJ-45 connector
Main Stream	30 fps @ 2048 × 1536, 1920 × 1080, 1280 x 960, 1280 x 720
Sub Stream	30 fps @ 704 × 480, 640 × 480, 320 × 240
Image Compression	H.264/MJPEG
Audio Compression	G.711ulaw/G.711alaw/G.726/MP2L2/G.722/PCM
Protocols	IPv4/IPv6, HTTP, HTTPS, 802.1X, QoS, FTP, SMTP, UPnP, SNMP, DNS, DDNS, NTP, RTSP, RTP, TCP, UDP,IGMP, ICMP, DHCP, PPPoE
Simultaneous Live View	Up to 20 users
MicroSD Memory Card	Supports up to 128 GB microSD/SDHC/SDXC card and edge recording
User/Host Level	Up to 32 users,3 levels: administrator, operator, and user
Security Measures	User authentication (ID and PW); host authentication (MAC address); IP address filtering
System Integration	
Application Programming	Open-ended API, supports ONVIF, PSIA, CGI, and Genetec
Web Browser	IE 7+, Chrome 18+, Firefox 5.0+, Safari 5.02+
Power	POE, 12 VDC, maximum 8 W
Working Temperature	-30° C to 65° C (-22° F to 149° F)
Humidity	90% or less
Protection Level	IP66, TVS 4,000 V lightning, surge, and voltage transient protection
Certification	FCC, CE, UL, RoHS, IEC/EN 61000, IEC/EN 55022, IEC/EN 55024, IEC/EN60950-1
Dimensions	Φ140.7 mm × 107.2 mm (5.54" x 4.22")
Weight (approx.)	950 g (33.5 oz)

Accessories



Pendant Cap PC140PT | Wall Mount WML or WMS | In-Ceiling Mount RCM-4 | Conduit Base CB140PT | Vertical Pole Mount PM | Corner Mount CM | Network Keyboard DS-1100KI | USB Joystick DS-1005KI

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070616NA

HIKVISION

DS-2CD2142FWD-IS

4 MP WDR Fixed Dome Network Camera

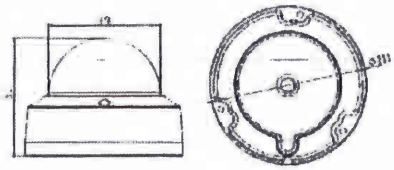




- 4 Megapixel High Resolution
- Full HD1080p Video
- Dual Video Streams
- 2.8 mm, 4 mm, 6 mm Fixed Lens Options
- 120 dB Wide Dynamic Range
- 3D Digital Noise Reduction
- Smart Features
- PoE (802.3af)
- IR Range 30 Meters (~100 Feet)
- IP66 and IK08 Protection
- Audio and Alarm I/O
- Edge Storage, MicroSD Slot, 128 GB

DS-2CD2142FWD-IS	
Camera	
Image Sensor	1/3" progressive scan CMOS
Minimum Illumination	Color: 0.028 lux @ (f/2.0, AGC on); B/W: 0 lux with IR
Shutter Speed	1/3 s to 1/10,000 s
Lens	2.8 mm, 4 mm, 6 mm options
Angle of View	106° (2.8 mm), 83° (4 mm), 56° (6 mm)
Lens Mount	M12
Day/Night	IR cut filter with auto switch
Digital Noise Reduction	3D Digital Noise Reduction
Wide Dynamic Range	120 dB
Pan/Tilt/Rotation	Pan: 0° to 355°; tilt: 0° to 75°; rotation: 0° to 355°
Compression Standards	
Video Compression	H.264/MJPEG
H.264 Type	Main Profile
Video Bit Rate	32 Kbps to 16 Mbps
Dual Streams	Yes
Audio	G.711/G.722.1/G.726/MP2L2, 64 Kbps (G.711)/16 Kbps (G.722.1)/ 16 Kbps (G.726)/32 to 128 Kbps (MP2L2)
Image	
Maximum Resolution	2688 × 1520
Frame Rate	20 fps (2688 × 1520), 30 fps (1920 × 1080), 30 fps (1280 × 720)
Image Settings	Compression, color, saturation, brightness, contrast, sharpness, rotate mode, privacy mask
Backlight Compensation	Yes, zone configured
Region of Interest (ROI)	Yes
Analytics	
Smart Features	Line crossing detection, intrusion detection
Network	
Network Storage	NAS (supports NFS,SMB/CIFS), ANR
Alarm Triggers	Motion detection, line crossing detection, intrusion detection, tamper alarm, network disconnect, IP address conflict, storage exception
Protocols	TCP/IP, UDP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, PPPoE, NTP, UPnP, SMTP, SNMP, IGMP, 802.1X, QoS, IPv6, Bonjour
Security	Three level user authentication, password authorization, HTTPS and SSH certificate, IEEE802.1X, basic and digest authentication, watermark, IP address filtering, log-in lockout
Standards	ONVIF (PROFILE S, PROFILE G), PSIA, CGI, ISAPI
Interface	
Communication	1 RJ-45 10M/100M Ethernet port
On-Board Storage	Built-in microSD/SDHC/SDXC slot, up to 128 GB
Alarm	1x alarm I/O
Audio	1x audio I/O
General	
Operating Conditions	-30° C to 60° C (-22° F to 140° F), humidity 95% or less (non-condensing)
Power	12 VDC ±10%, PoE (802.3af)
Power Consumption	Maximum 5 W
IR Range	Approximately 30 meters (~100 feet)
Ingress Protection	IP66
Impact Protection	IEC60068-275Eh, 20J; EN50102, up to IK10
Dimensions	Φ111 mm × 82 mm (4.4" × 3.2")
Weight	500 g (1.1 lbs)

Dimensions



Order Model

DS-2CD2142FWD-IS

Accessories



AB110 Angled Base

PC110 + WMS Pendant Cap + Wall Mount/Junction Box

CB110 Conduit Base

SRSM Rain Shade

WM110 Wall Mount

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010816US

FILED
WILLIAMSON COUNTY
CHANCERY COURT
2019 AUG 29 AM 9:19
FILED FOR ENTRY

Williamson County Sheriff's Office
305 Public Square
Franklin, Tennessee 37064
615-790-5492

TO: _____
OR RESIDENT

Legal process has been issued and forwarded to the Sheriff's Office for service. This requires that Civil Process be served to you.

THIS IS NOT AN ARREST WARRANT

Please contact Deputy [redacted] at **615-**[redacted] to make arrangements to pick up or have your paper delivered.

Thank you

Office Hours: 7:00 am–5:00 pm Monday-Friday

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - I

RE: Fenton v Fenton Case# 48419B

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Fawn T. Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

Please send all correspondences
Via U.S. Mail, standard post.

October 9, 2017

Via U.S. Mail and facsimile to (615) 790-8861

Lisa M. Carson
BUERGER, MOSELEY & CARSON, PLC I.
Williamson County Attorneys
306 Public Square
Franklin, TN 37064
P: (615) 794-8850
F: (615) 790-8861

Via U.S. Mail and facsimile to (615) 790-5580

Sheriff Jeff Long
Williamson County Sheriff's Office
408 Century Court
Franklin, TN 37064
P: (615) 790-5560
F: (615) 790-5580

RE: WCSO Officers Trespassing, Harassing, Littering at Fawn Fenton's Residence

Dear Sheriff Long and Ms. Carson:

With Sheriff Long's letter dated June 7, 2017 and Ms. Carson's letter dated July 17, 2017, you both have made it clear to me that you will acknowledge none of my concerns, answer none of my questions, and address none of my complaints about this issue, regardless of their validity. I was never asking you for "legal advice," as Ms. Carson's letter alleges, nor were my questions "hypothetical" in nature. I was asking direct yes/no questions about WCSO policy, and I was never "engaging in debate" with you. The condescension and "finality" in the tone of Ms. Carson's letter communicate to me that you flatly refuse to assist me in this matter at all.

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As a result of the events I described in my letter dated May 30, 2017, and compounded by your non-responsive responses to my inquiries, I have experienced considerable emotional distress because you have given me no reasonable assurance that the WCSO will respect my "right of exclusion" and expectation of privacy on my property now or in the future. I have done my best to communicate to you with honesty, integrity, and accuracy about events which shocked and frightened me, while trying to give the WCSO the "benefit of the doubt", asking you for clarification rather than jumping to conclusions. But so far, my letters have yielded absolutely no progress towards resolution, and no relevant or helpful information from you whatsoever. However, I do not wish to "continue to engage in debate" with you, and I do not wish to bring full legal action against you at this time; therefore, this letter is my attempt to provide myself some remedy, to restore my peace and enjoyment of my home and property that your officers took away from me by ignoring my "No Trespassing" signage on May 15th, and again on May 24th, compounded by their outrageously disrespectful behavior. This letter is to serve as a formal Trespass Notice:

> To: The Williamson County Sheriff's Office
>
> You are hereby notified that, effective immediately, unless you have an official warrant or you are responding to a specific emergency, you are expressly forbidden from entering on or into the property occupied by me in Williamson County, at address 1986 Sunny Side Drive, Brentwood, Tennessee, 37027. This "No Trespass" notice will remain effective continuously into the future, for as long as I reside at this property, until expressly rescinded by me in writing. Failure to comply with this notice may result in legal action against your organization.

In case you harbor any doubts about the behavior of the two WCSO officers as I described in my letter dated May 30, 2017, I am including a few photos of my original signage, demonstrating that my signage was unavoidably clear and noticeable by anyone approaching my property. I further have photos of postal and parcel deliveries left curbside, at the base of my signs, balancing on top of my brick mailbox, and even left in the ditch, as my expectation to privacy was clearly marked, broadly understood, and reasonable to all except for the WCSO. I am also including some photos which were taken by my home security system, on both May 15th and May 24th, providing you with proof of your officers' illegal actions upon my property, in light of the obvious and clear signage posted. These are only a few snapshots of the video footage that I have, but should be enough to substantiate that my complaints to you are accurate and legitimate.

Recently I have posted new "No Trespassing" signage at the driveway entering my property, a copy of which is attached to this letter for your information. I believe this signage removes any possible ambiguity or misinterpretations regarding my expectation of privacy.

In hopes that you will better understand my intentions, I am also including with this letter a copy of the dissenting opinion written by Justice Sharon G. Lee of the Tennessee Supreme Court regarding *State of Tennessee vs. James Robert Christensen Jr.*, No. W2014-00931-SC-R11-CD. The opinions expressed by Justice Lee in this document generally mirror my own sentiments, and I largely agree with her interpretations of private property rights and conclusions. If you haven't already, I would encourage you to read Justice Lee's opinion and consider its merits.

Lastly, I am giving you notice that I have no influence over, and am in no way responsible for Jeff Fenton's actions. You cannot assume that I know about his actions or his whereabouts, and you certainly cannot assume that I support, agree with, or assist him. He and I are going through a difficult time in our relationship, and you need to respect us as separate persons.

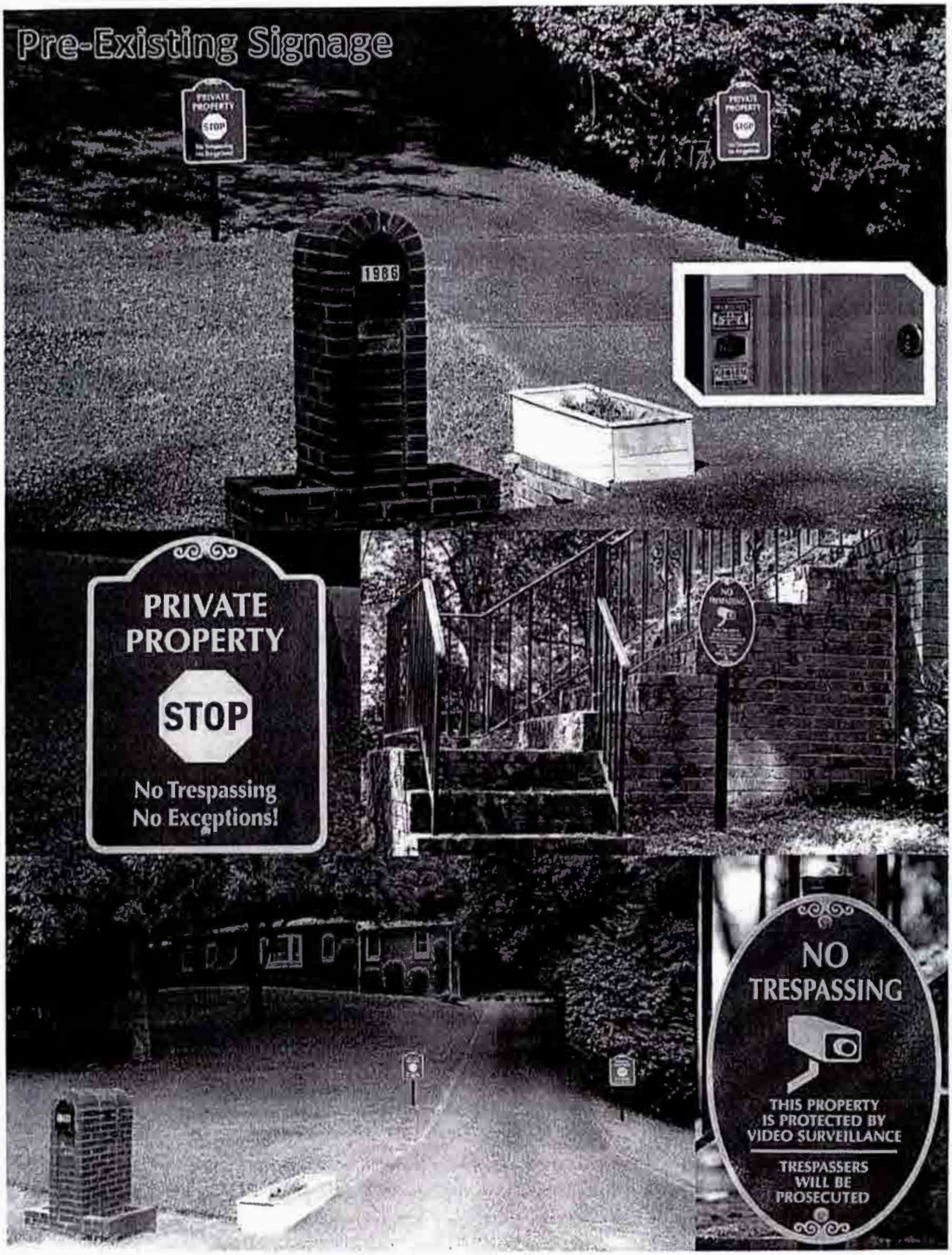
I sincerely hope that there will be no need for further communication on this matter, and I wish you the best in your continued service to Williamson County.

Sincerely,

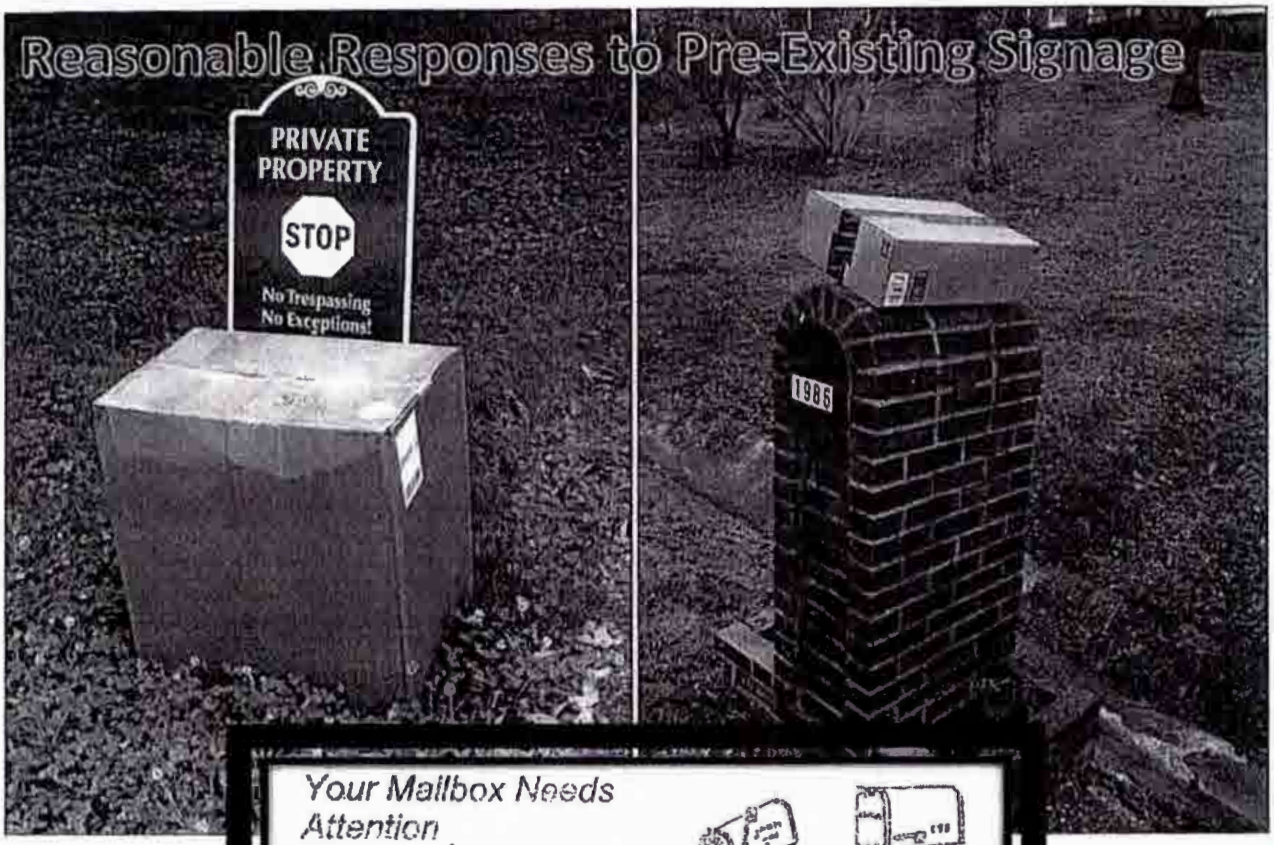
Fawn Fenton

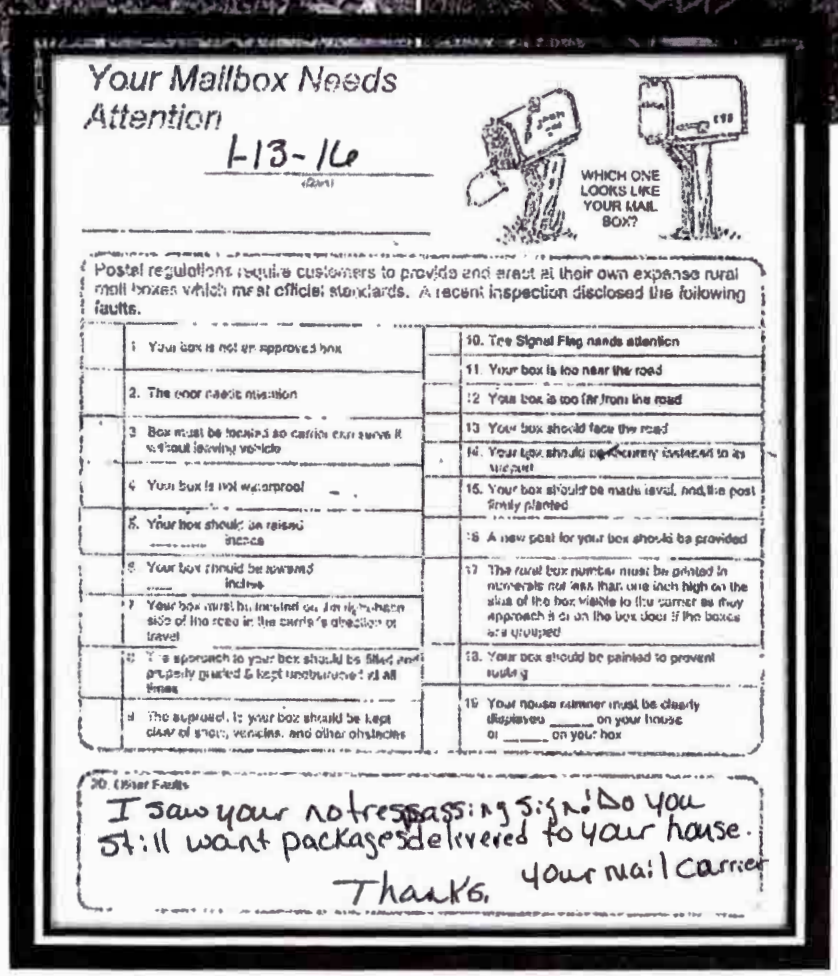
Homeowner and resident of 1986 Sunny Side Drive.

(Attachments sent only via U.S. Mail)


Pre-Existing Signage
1986
PRIVATE PROPERTY
STOP
No Trespassing
No Exceptions!
NO TRESPASSING
THIS PROPERTY IS PROTECTED BY VIDEO SURVEILLANCE
TRESPASSERS WILL BE PROSECUTED

250





Your Mailbox Needs Attention

1-13-16
(Date)

Postal regulations require customers to provide and erect at their own expense rural mail boxes which meet official standards. A recent inspection disclosed the following faults.

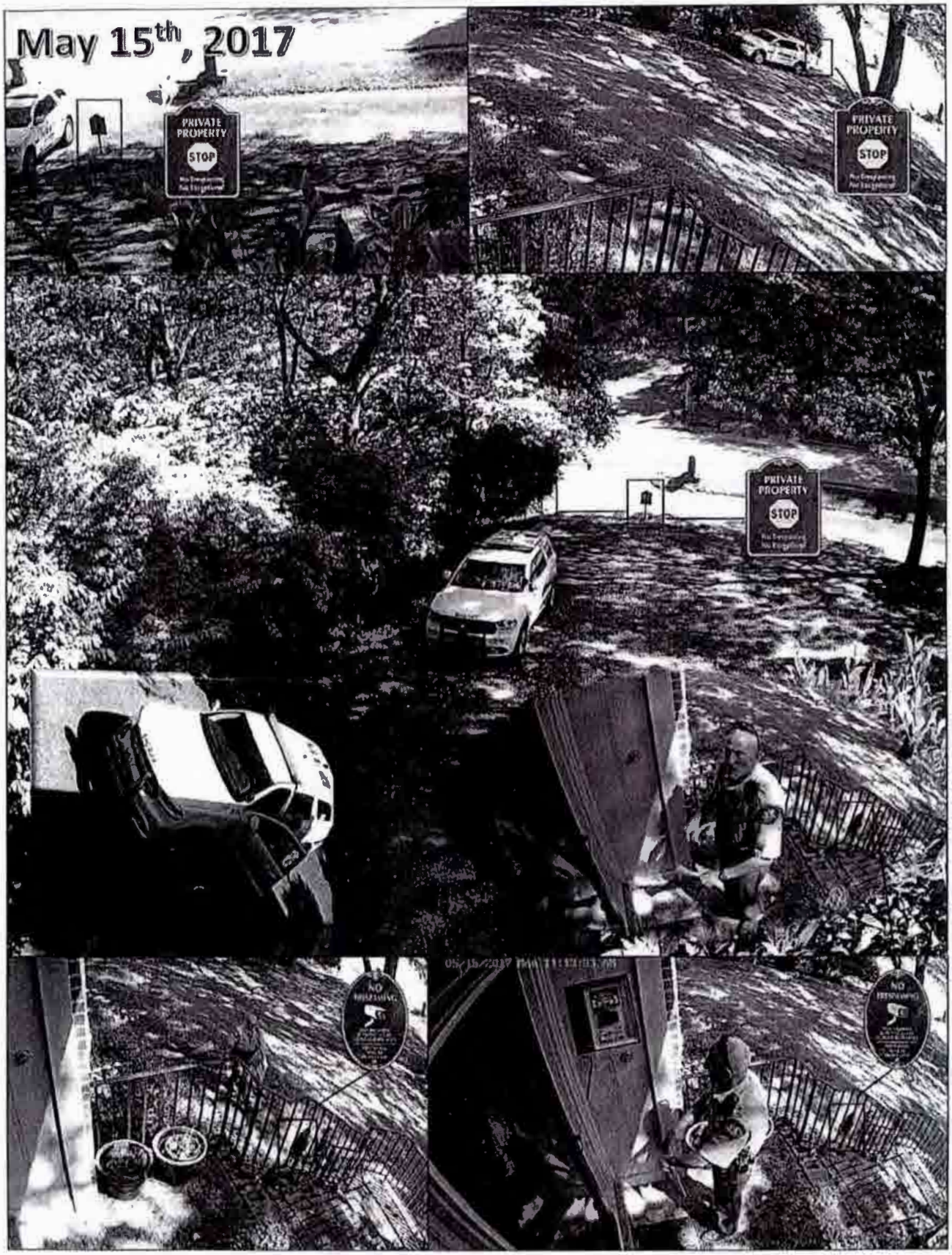
	1. Your box is not an approved box		10. The Signal Flag needs attention
			11. Your box is too near the road
	2. The door needs attention		12. Your box is too far from the road
	3. Box must be located so carrier can serve it without leaving vehicle		13. Your box should face the road
			14. Your box should be securely fastened to its support
	4. Your box is not waterproof		15. Your box should be made level, and the post firmly planted
	5. Your box should be raised _____ inches		16. A new post for your box should be provided
	6. Your box should be lowered _____ inches		17. The rural box number must be printed in numerals not less than one inch high on the side of the box visible to the carrier as they approach it or on the box door if the boxes are grouped
	7. Your box must be located on the right-hand side of the road in the carrier's direction of travel		
	8. The approach to your box should be filled and properly graded & kept unobstructed at all times		18. Your box should be painted to prevent rusting
	9. The approach to your box should be kept clear of snow, vehicles, and other obstacles		19. Your house number must be clearly displayed _____ on your house or _____ on your box

20. Other Faults

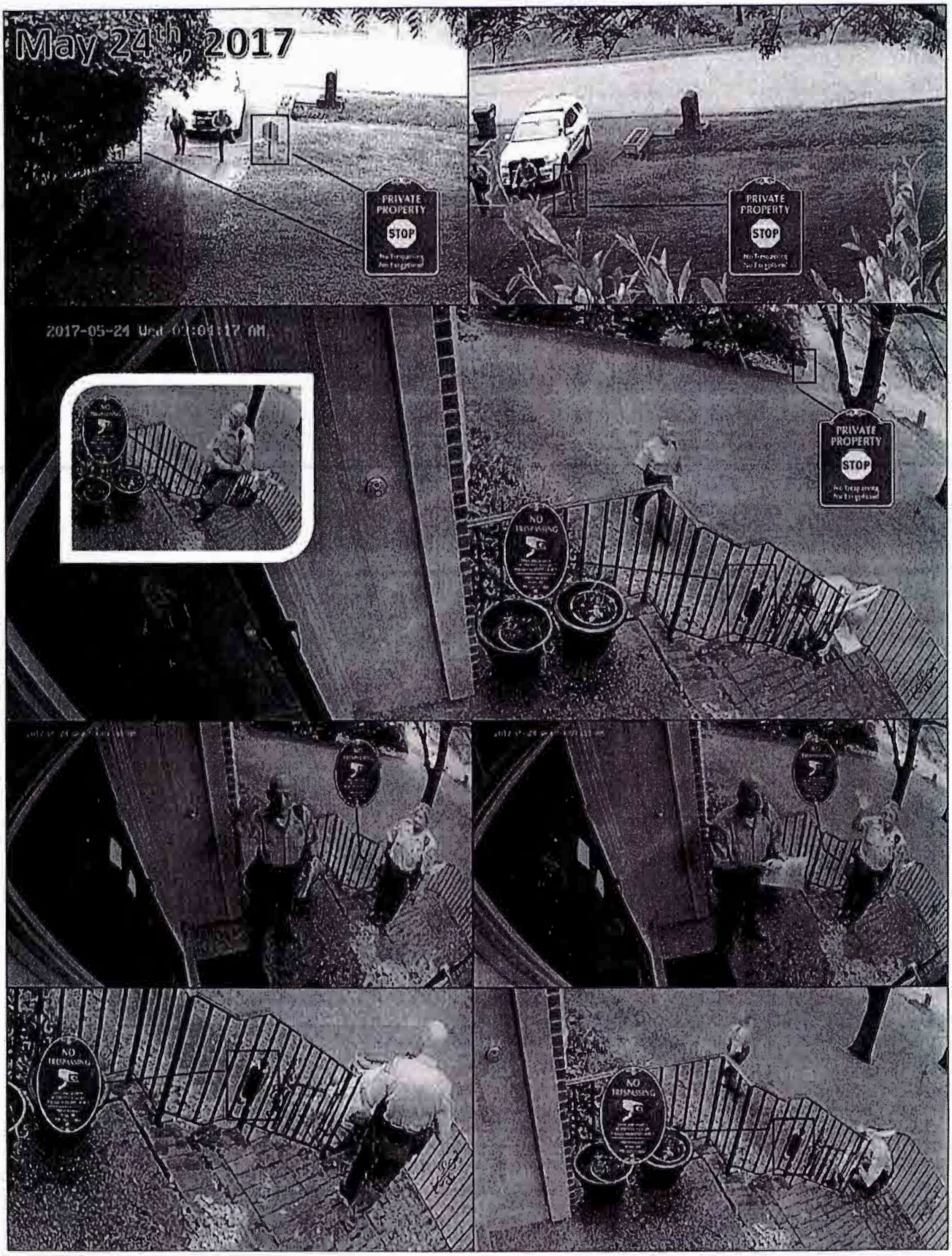
I saw your no trespassing sign! Do you still want packages delivered to your house.

Thanks, your mail carrier

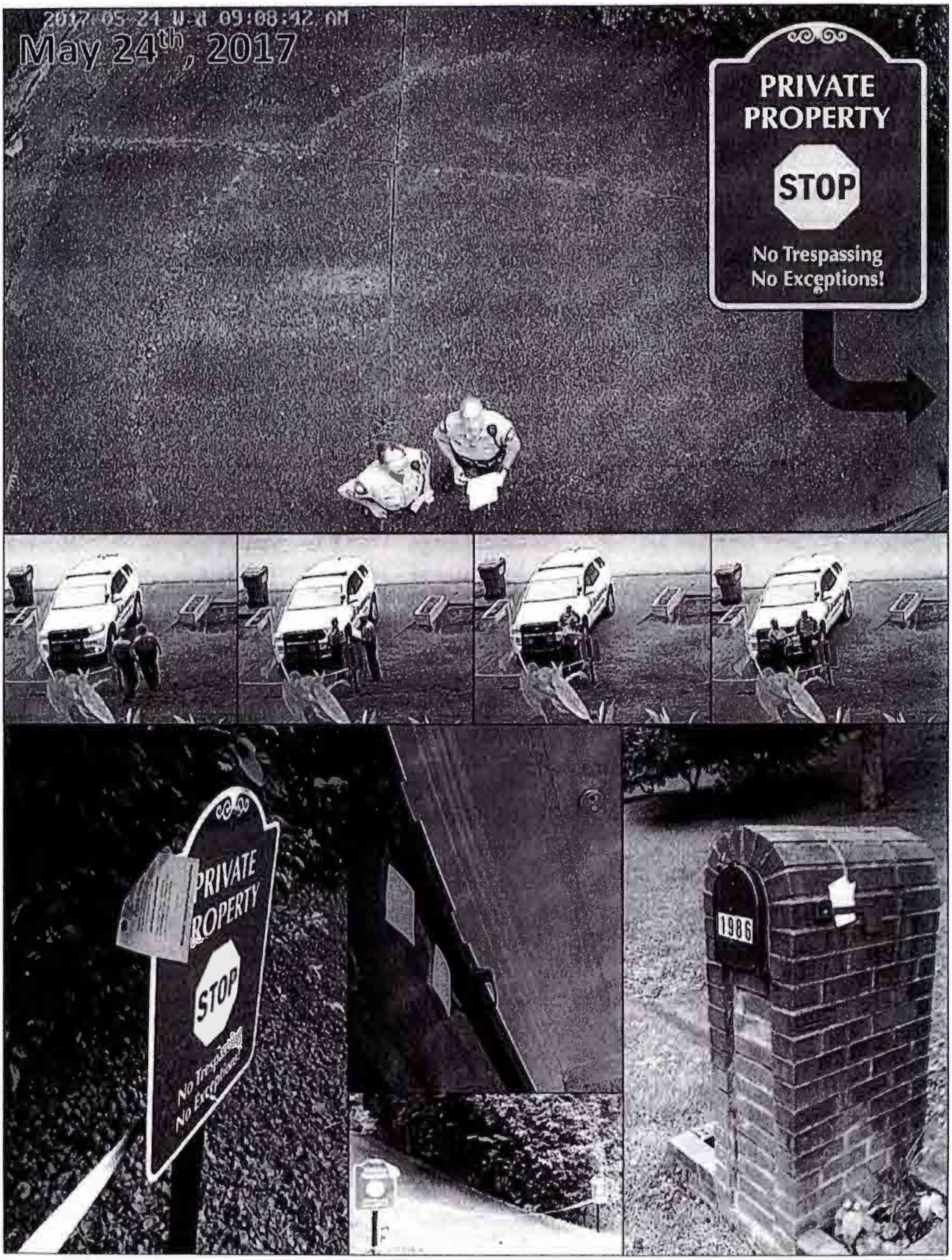
- 251


May 15th, 2017
PRIVATE PROPERTY
STOP
PRIVATE PROPERTY
STOP
PRIVATE PROPERTY
STOP

252

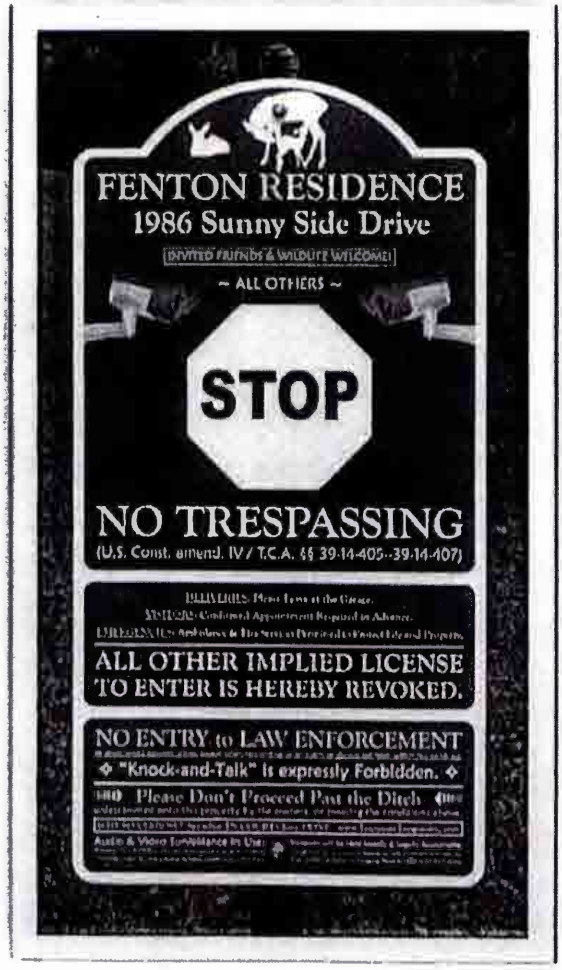

May 24th, 2017
PRIVATE PROPERTY
STOP
2017-05-24 Wed 01:01:17 AM
NO TRESPASSING

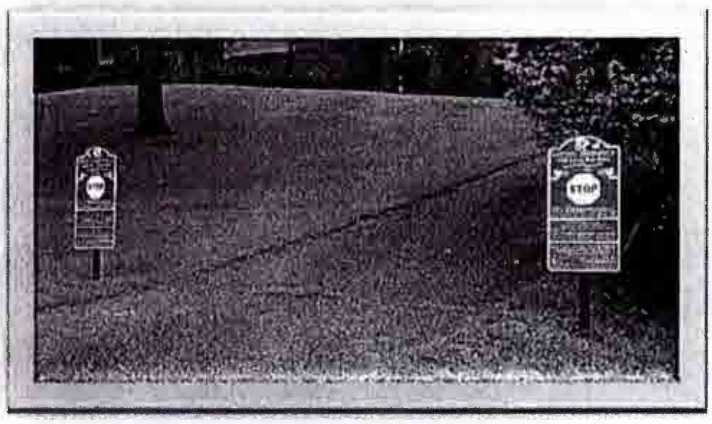
253

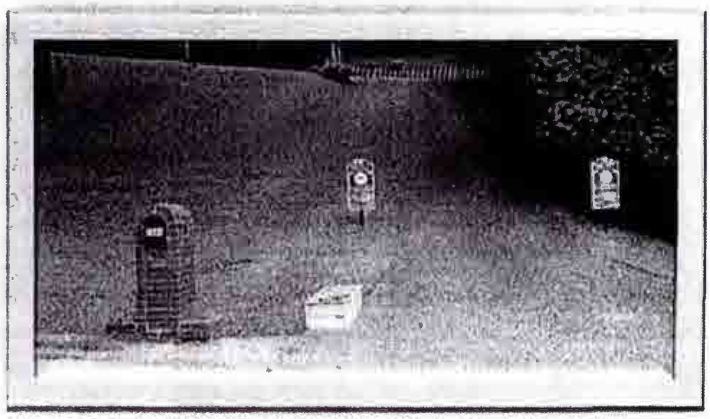

2017 05 24 Wed 09:08:42 AM
May 24th, 2017
PRIVATE PROPERTY
STOP
No Trespassing
No Exceptions!
PRIVATE PROPERTY
STOP
1986

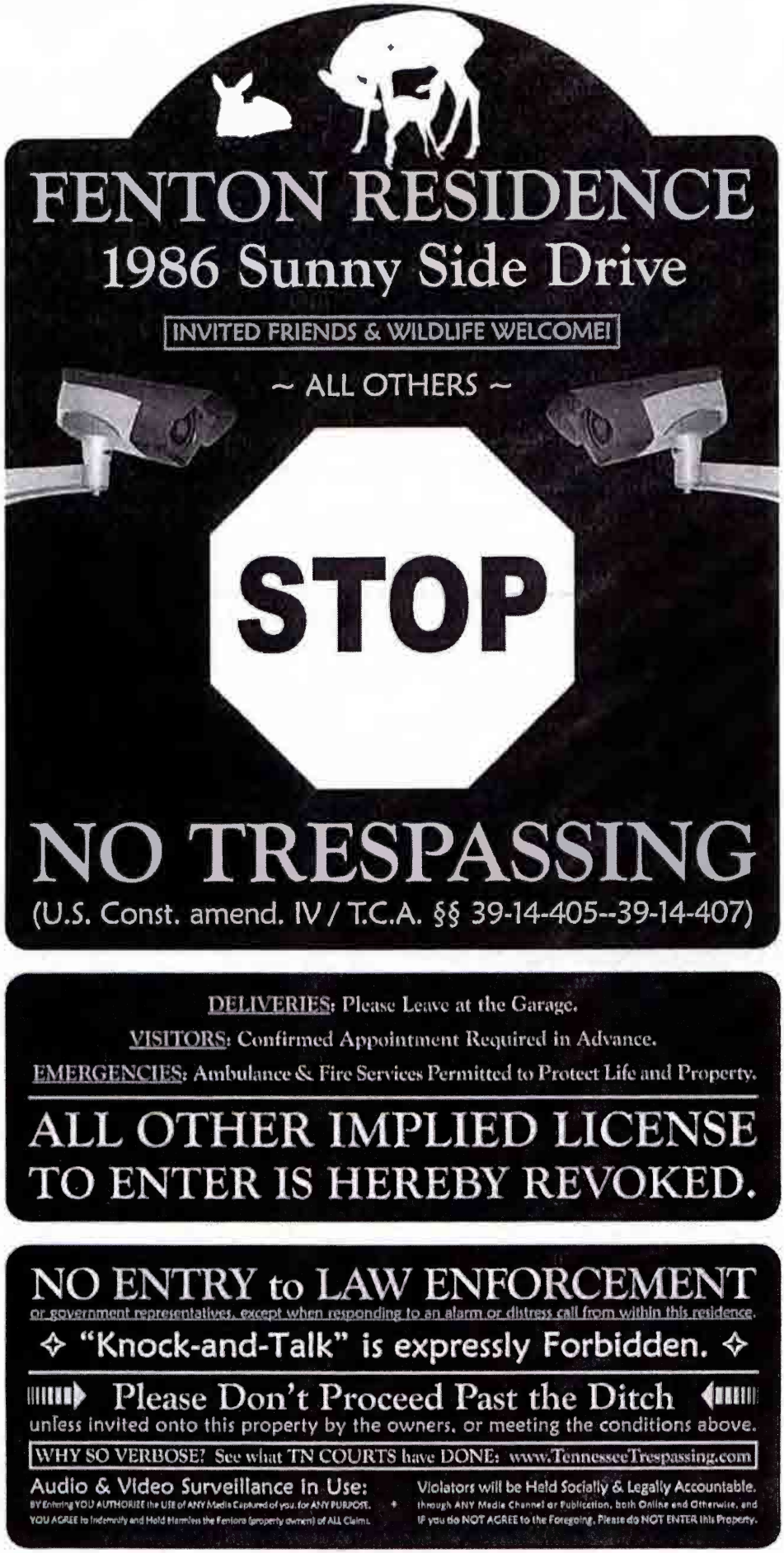
254


NEW Signage Installed


FENTON RESIDENCE
1986 Sunny Side Drive
~ ALL OTHERS ~
STOP
NO TRESPASSING
(U.S. Const. amend. IV / T.C.A. §§ 39-14-405--39-14-407)
ALL OTHER IMPLIED LICENSE TO ENTER IS HEREBY REVOKED.
NO ENTRY to LAW ENFORCEMENT
"Knock-and-Talk" is expressly Forbidden.
Please Don't Proceed Past the Ditch






FENTON RESIDENCE
1986 Sunny Side Drive
INVITED FRIENDS & WILDLIFE WELCOME!
~ ALL OTHERS ~
STOP
NO TRESPASSING
(U.S. Const. amend. IV / T.C.A. §§ 39-14-405--39-14-407)
DELIVERIES: Please Leave at the Garage.
VISITORS: Confirmed Appointment Required in Advance.
EMERGENCIES: Ambulance & Fire Services Permitted to Protect Life and Property.
ALL OTHER IMPLIED LICENSE TO ENTER IS HEREBY REVOKED.
NO ENTRY to LAW ENFORCEMENT
or government representatives, except when responding to an alarm or distress call from within this residence.
"Knock-and-Talk" is expressly Forbidden.
Please Don't Proceed Past the Ditch
unless invited onto this property by the owners, or meeting the conditions above.
WHY SO VERBOSE? See what TN COURTS have DONE: www.TennesseeTrespassing.com
Audio & Video Surveillance in Use:
BY Entering YOU AUTHORIZE the USE of ANY Media Captured of you, for ANY PURPOSE, YOU AGREE to Indemnify and Hold Harmless the Fentons (property owners) of ALL Claims.
Violators will be Held Socially & Legally Accountable.
through ANY Media Channel or Publication, both Online and Otherwise, and IF you do NOT AGREE to the Foregoing, Please do NOT ENTER this Property.

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TRANSMISSION VERIFICATION REPORT

TIME : 10/09/2017 09:36
NAME : UPS STORE 3355
FAX : 6153770120
TEL : 6153778100
SER.# : BROE8J808035

DATE,TIME	10/09 09:35
FAX NO./NAME	6157908861
DURATION	00:00:51
PAGE(S)	03
RESULT	OK
MODE	STANDARD ECM

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TRANSMISSION VERIFICATION REPORT

TIME : 10/09/2017 09:34
NAME : UPS STORE 3355
FAX : 6153770120
TEL : 6153778100
SER.# : BROE8J808035

DATE,TIME	10/09 09:33
FAX NO./NAME	6157905580
DURATION	00:00:49
PAGE(S)	03
RESULT	OK
MODE	STANDARD ECM

258

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

WILLIAMSON COUNTY SHERIFF
ATTN: SHERIFF JEFF LONG
408 CENTURY COURT
FRANKLIN, TN 37064

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X T Payne ☐ Agent ☐ Addressee

B. Received by (Printed Name) T. Payne
C. Date of Delivery 10/18

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7017 0190 0000 6516 2942

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

UNITED STATES POSTAL SERVICE

NASHVILLE
TN 370
18 OCT '17
PM 2 1

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

FAWN FENTON
1986 SUNNY SIDE DR.
BRENTWOOD, TN 37027

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English | Customer Service | Informed Delivery | Register / Sign In

USPS.COM | Quick Tools | Mail & Ship | Track & Manage | Postal Store | Business | International | Help

ALERT: GET UPDATES ON MAIL SERVICE IN CALIFORNIA, THE U.S. VIRGIN ISLANDS AND PUERTO RICO. READ MORE >

USPS Tracking® Results

Tracking | FAQs

Track Another Package +

Remove ×

Tracking Number: 70170190000065162942

Delivered

Expected Delivery on: Wednesday, October 18, 2017 by 8:00pm

Product & Tracking Information

See Available Actions

Postal Product:
First-Class Mail®

Features:
Certified Mail™
Return Receipt

DATE & TIME	STATUS OF ITEM	LOCATION
October 18, 2017, 10:51 am	**Delivered, Front Desk/Reception**	FRANKLIN, TN 37064
Your item was delivered to the front desk or reception area at 10:51 am on October 18, 2017 in FRANKLIN, TN 37064.		
October 18, 2017, 8:40 am	Arrived at Unit	FRANKLIN, TN 37064
October 18, 2017, 5:18 am	Arrived at USPS Facility	FRANKLIN, TN 37064
October 18, 2017, 4:22 am	Departed USPS Regional Facility	NASHVILLE TN DISTRIBUTION CENTER
October 18, 2017, 2:15 am	Arrived at USPS Regional Facility	NASHVILLE TN DISTRIBUTION CENTER
October 18, 2017, 2:09 am	Departed USPS Regional Facility	NASHVILLE TN DISTRIBUTION CENTER ANNEX
October 18, 2017, 12:48 am	Arrived at USPS Regional Facility	NASHVILLE TN DISTRIBUTION CENTER ANNEX
October 17, 2017, 10:38 pm	Arrived at USPS Regional Facility	NASHVILLE TN DISTRIBUTION CENTER ANNEX
October 17, 2017, 4:37 pm	USPS in possession of item	BRENTWOOD, TN 37027

See Less

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U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

7017 0190 0000 6516 2959

Certified Mail Fee $3.35
Extra Services & Fees (check box, add fee as appropriate)
- [x] Return Receipt (hardcopy) $
- [x] Return Receipt (electronic) $
- [ ] Certified Mail Restricted Delivery $
- [ ] Adult Signature Required $
- [ ] Adult Signature Restricted Delivery $

Postage $3.32
Total Postage and Fees $7.42

Postmark Here
OCT 17 2017
BRENTWOOD, TN - 37027
USPS

Sent To
BUERGER, MOSELEY & CARSON, LISA CARSON
Street and Apt. No., or PO Box No.
306 PUBLIC SQUARE
City, State, ZIP+4
FRANKLIN TN 37064

PS Form 3800, April 2015 PSN 7530-02-000-0047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BUERGER, MOSELEY & CARSON
ATTN: LISA M. CARSON
306 PUBLIC SQUARE
FRANKLIN, TN 37064

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7017 0190 0000 6516 2959

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

FAWN FENTON
1986 SUNNY SIDE DR.
BRENTWOOD, TN 37027

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Case 1:23-cv-01097-PLM-RSK ECF No. 1-20, PageID.920 Filed 10/13/23 Page 29 of 67

IN THE SUPREME COURT OF TENNESSEE
AT JACKSON
June 2, 2016 Session Heard at Nashville

STATE OF TENNESSEE v. JAMES ROBERT CHRISTENSEN, JR.

Appeal by Permission from the Court of Criminal Appeals
Circuit Court for Tipton County
No. 7799 Joseph H. Walker III, Judge

No. W2014-00931-SC-R11-CD – Filed April 7, 2017

SHARON G. LEE, J., dissenting.

The maxim, "every man's house is his castle," is deeply rooted in our jurisprudence. *Weeks v. United States*, 232 U.S. 383, 390 (1914). It applies whether the house is a castle or a cottage—a mansion or a mobile home.[1] The right to retreat into the privacy of one's home and be free from governmental intrusion is a basic tenet of the Fourth Amendment to the United States Constitution and Article I, section 7 of the Tennessee Constitution. Our homes and adjoining land are protected spaces; governmental officers must have a warrant, absent special circumstances, to intrude onto this private area.

Today, the Court holds that the posting of multiple "No Trespassing" signs is not enough to protect our constitutional rights against a warrantless search and that it may take "a fence and a closed gate that physically block access to the front door of a house" to revoke the implied license to enter the land around a residence.

I disagree that we must barricade our homes with a fence and a closed gate, and perhaps even a locked gate, to protect our constitutional rights against warrantless searches. This option is rarely convenient, affordable, practical, or even possible. Revocation of implied consent to enter one's property should be available to all—not just to those citizens who can afford to erect a fence and a gate and live in an area where this form of barricade is possible.

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[1] "The poorest man may in his cottage bid defiance to all the forces of the Crown. It may be frail; its roof may shake; the wind may blow through it; the storm may enter; the rain may enter; but the King of England cannot enter—all his force dares not cross the threshold of the ruined tenement!" *Miller v. United States*, 357 U.S. 301, 307 (1958) (quoting remarks of William Pitt, Earl of Chatham, during 1763 debate in Parliament) (internal quotation marks omitted).

FRBP Violated: #3:19-bk-02693 TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: 48419B) JRF.002.1271.00

A search occurs when the government obtains information through an actual physical intrusion into a constitutionally protected area[2] or by violating a person's reasonable expectation of privacy.[3] By ignoring the "No Trespassing" signs, the officers physically intruded into Mr. Christensen's constitutionally protected area and violated his reasonable expectation of privacy.

Physical Intrusion

A person's right to retreat into his home and be free from unreasonable government searches and seizures stands at the very core of the Fourth Amendment's protections.[4] "This right would be of little practical value if the State's agents could stand in a home's porch or side garden and trawl for evidence with impunity . . . ." *Jardines*, 133 S. Ct. at 1414. The protections of the Fourth Amendment extend to the curtilage of a home. *Id.* (quoting *Oliver v. United States*, 466 U.S. 170, 180 (1984)).

Visitors have an implied license to enter another person's property and step onto the front porch. The Supreme Court has held that "'the knocker on the front door is treated as an invitation or license to attempt an entry, justifying ingress to the home by solicitors, hawkers and peddlers of all kinds.'" *Id.* at 1415 (quoting *Breard v. Alexandria*, 341 U.S. 622, 626 (1951)).[5] This license also extends to law enforcement. *Id.* at 1416 ("[A] police officer not armed with a warrant may approach a home and knock, precisely because that is 'no more than any private citizen might do.'" (quoting *King*, 563 U.S. at 469)).

A citizen may revoke the public's implied license to enter his property. Police officers may lawfully "knock and talk" at a citizen's front door without having probable cause or reasonable suspicion, but *not* when the citizen has expressly revoked the implied

---

[2] *Florida v. Jardines*, 133 S. Ct. 1409, 1414 (2013) (quoting *United States v. Jones*, 565 U.S. 400, 406 n.3 (2012)).

[3] *Katz v. United States*, 389 U.S. 347, 360 (1967) (Harlan, J., concurring); *see also Jardines*, 133 S. Ct. at 1417.

[4] *Silverman v. United States*, 365 U.S. 505, 511 (1961); *see also Kentucky v. King*, 563 U.S. 452, 474 (2011) (Ginsburg, J., dissenting) ("In no quarter does the Fourth Amendment apply with greater force than in our homes . . . .").

[5] *See also State v. Cothran*, 115 S.W.3d 513, 522 (Tenn. Crim. App. 2003) ("A sidewalk or pathway leading from a public street to the front door of a residence represents an 'implied invitation' to the public to use the pathway in pursuing legitimate business or social interests with those inside the residence." (quoting *State v. Harris*, 919 S.W.2d 619, 623 (Tenn. Crim. App. 1995))).

license to enter. *State v. Blackwell*, No. E2009-00043-CCA-R3-CD, 2010 WL 454864, at *7 (Tenn. Crim. App. Feb. 10, 2010).[6]

Mr. Christensen sufficiently revoked the public's implied license to enter his property by posting multiple "No Trespassing" and "Private Property" signs near the entrance to his driveway. A person need not have a law degree or an understanding of the various legal nuances of "trespass" discussed by the Court to know that these signs meant visitors were not welcome. Ms. Tammy Atkins, who visited homes in the area to share her faith, understood the meaning of the signs. She testified there were several "No Trespassing" signs near Mr. Christensen's driveway, and she did not go to houses that had "No Trespassing" signs.

Courts across the country have taken different approaches when determining whether an individual has revoked the public's implied license for entry onto his property. In Tennessee, the Court of Criminal Appeals has held that "No Trespassing" signs, even without physical barriers such as fences and gates, are sufficient to revoke the public's implied license to enter. *Blackwell*, 2010 WL 454864, at *7 (acknowledging that a "knock and talk" is generally a lawful technique absent express orders against trespass, but the presence of a "No Trespassing" sign evidences a subjective expectation of privacy and a revocation of the implied license to enter the property); *State v. Draper*, No. E2011-01047-CCA-R3-CD, 2012 WL 1895869, at *1, *6 (Tenn. Crim. App. May 24, 2012) (quoting *Blackwell*, 2010 WL 454864, at *7) (ruling a search was illegal where an officer bypassed the front door, entered the backyard, and knew that the owner had posted "No Trespassing" signs, which effectively revoked the implied invitation of the front door); *see also State v. Henry*, No. W2005-02890-CCA-R3-CD, 2007 WL 1094146, at *5 (Tenn. Crim. App. Apr. 11, 2007) (holding a "knock and talk" permissible but noting that if there had been evidence that "No Trespassing" signs were present at the time of the search, the "knock and talk" would have been unacceptable).

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[6] *See also United States v. Taylor*, 458 F.3d 1201, 1204 (11th Cir. 2006) ("'Absent express orders from the person in possession,' an officer may 'walk up the steps and knock on the front door of any man's "castle," with the honest intent of asking questions of the occupant thereof.'" (quoting *Davis v. United States*, 327 F.2d 301, 303 (9th Cir. 1964))); *United States v. Cormier*, 220 F.3d 1103, 1109 (9th Cir. 2000) (quoting *Davis*, 327 F.2d at 303); *United States v. Taylor*, 90 F.3d 903, 909 (4th Cir. 1996) (quoting *United States v. Hersh*, 464 F.2d 228, 230 (9th Cir. 1972)); *United States v. Holmes*, 143 F. Supp. 3d 1252, 1259 (M.D. Fla. 2015) (holding that a person may revoke the implied license but must do so expressly (quoting *Taylor*, 458 F.3d at 1204)); *State v. Grice*, 767 S.E.2d 312, 319 (N.C. 2015) (finding that the implied license to approach the front doors of homes may be limited or rescinded by clear demonstrations by the homeowners (citing *Jardines*, 133 S. Ct. at 1415–16)), *cert. denied*, 135 S. Ct. 2846 (2015).

These Tennessee cases are consistent with decisions from other jurisdictions that have also determined that "No Trespassing" signs, without physical barriers, are sufficient for a person to preserve his privacy and revoke the implied license to enter his property. *See Powell v. State*, 120 So. 3d 577, 584 (Fla. Dist. Ct. App. 2013), *on reh'g* (Aug. 1, 2013) (stating that homeowners who post "No Trespassing" or "No Soliciting" signs effectively negate the license to enter the property and conduct a "knock and talk"); *State v. Roubique*, 421 So. 2d 859, 861–62 (La. 1982) (finding a "Private Road, No Trespassing" sign at the entrance to the driveway was ample evidence of the resident's intent to preserve his privacy); *see also State v. Poulos*, 942 P.2d 901, 904 (Or. Ct. App. 1997) (indicating that "No Hunting or Trespassing Under Penalty of Law," "KEEP OUT," "Guard Dog on Duty," and "STOP" signs posted along the driveway were sufficient to communicate the property owner's intent to exclude the public even without a gate or barrier).[7]

In other jurisdictions, courts have held that the expectation of privacy and desire to restrict entry can be effectuated by either physical barriers *or* appropriate signage. *See People v. Scott*, 593 N.E.2d 1328, 1338 (N.Y. 1992) (holding that "where landowners fence or post 'No Trespassing' signs on their private property or, by some other means, indicate unmistakably that entry is not permitted, the expectation that their privacy rights will be respected and that they will be free from unwanted intrusions is reasonable"), *quoted in State v. Bullock*, 901 P.2d 61, 74 (Mont. 1995); *Dixson*, 766 P.2d at 1024 (stating that signs, such as "No Trespassing" signs, fences, or other similar measures indicate the property owner's intent to protect privacy and exclude the public); *Cooksey v. State*, 350 S.W.3d 177, 184 (Tex. Ct. App. 2011) (stating that a homeowner may manifest an expectation of privacy, restrict access to pathways leading to the house, and revoke the implied license by erecting a locked gate or by posting "No Trespassing" signs); *see also State v. Hubbel*, 951 P.2d 971, 977 (Mont. 1997) (holding that the property owner had no reasonable expectation of privacy in the property leading to the front door where the property owner did not erect a fence, place a gate, plant shrubs or

[7] Under this approach, signs may be sufficient to revoke the implied license, but they must be appropriately worded and placed. *See Holmes*, 143 F. Supp. 3d at 1262 (noting that other courts have required that the revocation of the implied license be accomplished by clear demonstrations that are unambiguous and obvious to the casual visitor); *State v. Kapelle*, 344 P.3d 901, 905 (Idaho Ct. App. 2014) (noting that where a "No Trespassing" sign is ambiguous and not clearly posted, the implied license is not revoked); *State v. Howard*, 315 P.3d 854, 860 (Idaho Ct. App. 2013) (finding that the implied license had not been revoked because the "No Trespassing" sign was very small and not easily noticed, was not posted over or next to the entrance to the curtilage, and was over a mile from the actual residence); *State v. Dixson*, 766 P.2d 1015, 1024 (Or. 1988) (en banc) (finding that "No Hunting" signs were insufficient to communicate to law enforcement an intent to exclude non-hunting access).

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bushes, or post "No Trespassing" or other signs), *as modified on denial of reh'g* (Feb. 3, 1998).

Another approach taken by courts in other jurisdictions is to determine whether the public's implied license to enter has been revoked by considering the totality of the circumstances, with a "No Trespassing" or similar signage a factor to be considered. *See Powell*, 120 So. 3d at 584 (finding that the existence and extent of a license to conduct a "knock and talk" depends on the circumstances); *Jones v. State*, 943 A.2d 1, 12 (Md. Ct. Spec. App. 2008) (finding that "No Trespassing" signs may be considered as part of the totality of the circumstances); *State v. Kuchera*, Nos. 27375-6-II, 27376-4-II, 2002 WL 31439839, at *5 (Wash. Ct. App. Nov. 1, 2002) (holding that the presence of "No Trespassing" signs "is not dispositive of the establishment of privacy, but is a factor to be considered 'in conjunction with other manifestations of privacy'" (quoting *State v. Johnson*, 879 P.2d 984, 992 (Wash. Ct. App. 1994))).

Under any of these approaches and particularly under existing Tennessee law, Mr. Christensen revoked the public's implied license to enter his property. Near the entrance to his driveway, he posted two signs that said "PRIVATE PROPERTY, NO TRESPASSING" and one sign that said "NO TRESPASSING, HUNTING OR FISHING, VIOLATORS PROSECUTED, UNDER PENALTY OF LAW" and listed his phone number. These signs were clearly visible to anyone approaching his driveway from the main road. Even in the absence of a fence or other physical barrier, the signs effectively communicated Mr. Christensen's intent to protect his privacy and exclude others from approaching his home. As the Idaho Supreme Court has said, "[C]itizens, especially those in rural areas, should not have to convert the areas around their homes into the modern equivalent of a medieval fortress in order to prevent uninvited entry by the public, including police officers." *State v. Christensen*, 953 P.2d 583, 587 (Idaho 1998).

The Court appears to adopt the totality of the circumstances approach but then determines that an objectively reasonable person faced with a "No Trespassing" sign would not conclude that entry is barred. I disagree. Common sense tells us that "No Trespassing" signs, depending on the circumstances, can communicate the property owner's desire not to have members of the public on his land.[8] Moreover, a "No

[8] *Cf. Madruga v. County of Riverside*, 431 F. Supp. 2d 1049, 1061 (C.D. Cal. 2005) (noting that even if signs do not contain the words "No Trespassing" or "Keep Away" "[c]ommon sense and common experiences teaches us that such 'WARNING Guard Dog' signs are placed to dissuade people, be they intruders, sales representatives, delivery agents, or even police officers, from approaching the home. . . . [A]nyone seeing such a sign would understand that the homeowner seeks to exclude them from entering the area beyond the sign.").

Trespassing" sign should be of particular significance to law enforcement officers in communicating that they may need to obtain a warrant before entering the property.

"No Trespassing" signs factor into criminal trespass cases. In Tennessee, it is a crime to enter or remain on property without the owner's consent. Tenn. Code Ann. § 39-14-405(a). A defense to this crime is that the alleged trespasser reasonably believed that he had the owner's consent to enter the property. *Id.* § 39-14-405(b)(1). However, this defense is not available if the property owner has posted signs "visible at all major points of ingress to the property . . . and the signs are reasonably likely to come to the attention of a person entering the property." *Id.* § 39-14-405(c).

Mr. Christensen did not just post one "No Trespassing" sign—he posted multiple signs near the entrance to his property that were clear, unambiguous, and obvious to anyone approaching his driveway. These signs adequately communicated Mr. Christensen's intent to revoke the implied license to enter his property. Under the facts of this case, law enforcement officers should have heeded the signs and taken the appropriate steps to obtain a search warrant.

Expectation of Privacy

Without a physical intrusion, a search can occur when the government violates a subjective expectation of privacy that society is prepared to recognize as reasonable. *Katz*, 389 U.S. at 361 (Harlan, J., concurring).[9] To determine whether a search has occurred under the *Katz* analysis, courts consider whether the individual had an actual, subjective expectation of privacy and whether society will view the individual's subjective expectation of privacy as reasonable and justifiable under the circumstances. *State v. Talley*, 307 S.W.3d 723, 730 (Tenn. 2010) (quoting *State v. Munn*, 56 S.W.3d 486, 494 (Tenn. 2001)).

In deciding whether Mr. Christensen had an actual, subjective expectation of privacy, we apply a multi-factor test that inquires into whether the defendant owns the property seized; has a possessory interest in the thing seized and the place searched; has the right to exclude others from that place; has shown a subjective expectation that the

[9] *See also Jardines*, 133 S. Ct. at 1417 ("The *Katz* reasonable-expectations test 'has been *added to*, not *substituted for*,' the traditional property-based understanding of the Fourth Amendment, and so is unnecessary to consider when the government gains evidence by physically intruding on constitutionally protected areas."); *Jones*, 565 U.S. at 407 ("*Katz* did not erode the principle 'that, when the Government *does* engage in physical intrusion of a constitutionally protected area in order to obtain information, that intrusion may constitute a violation of the Fourth Amendment.'" (quoting *United States v. Knotts*, 460 U.S. 276, 286 (1983) (Brennan, J., concurring))).

place would remain free from governmental invasion; took normal precautions to maintain his privacy; and was legitimately on the premises. *State v. Ross*, 49 S.W.3d 833, 841 (Tenn. 2001) (quoting *United States v. Haydel*, 649 F.2d 1152, 1154–55 (5th Cir. 1981)); *see also Talley*, 307 S.W.3d at 730–31.

Under this test, Mr. Christensen had an actual, subjective expectation of privacy in his property. He owned the property, had a possessory interest in the place searched, had the right to exclude others from the property, showed a legitimate interest in keeping others off his property, took precautions to maintain his privacy by posting multiple "No Trespassing" signs, and was legitimately on the premises.

To determine whether society views Mr. Christensen's subjective expectation of privacy as reasonable and justifiable, we consider factors such as the "intention of the Framers of the Fourth Amendment, the uses to which the individual has put a location, and our societal understanding that certain areas deserve the most scrupulous protection from government invasion." *Oliver*, 466 U.S. at 177–78 (citations omitted).

Privacy expectations are heightened in the home and the adjacent area. *See Dow Chem. Co. v. United States*, 476 U.S. 227, 237 n.4 (1986). The Court in *Katz* held that "[w]hat a person knowingly exposes to the public, even in his own home or office, is not a subject of Fourth Amendment protection. But *what he seeks to preserve as private*, even in an area accessible to the public, *may be constitutionally protected*." *Katz*, 389 U.S. at 351 (emphases added) (citations omitted).

Mr. Christensen did not expose his home and the adjoining property to the public; instead, he tried to protect his property by posting multiple signs clearly communicating that visitors were not welcome. If multiple "No Trespassing" signs are not sufficient to convey a property owner's intent to exclude the public from his property, then the constitutional protections against unreasonable searches may be beyond the grasp of ordinary citizens for whom the posting of "No Trespassing" signs is the only feasible option.

Mr. Christensen's expectation of privacy by the posting of multiple "No Trespassing" signs was reasonable and justifiable under the circumstances. Police officers violated Mr. Christensen's reasonable expectation of privacy when they entered his land without a warrant despite the "No Trespassing" signs.

Conclusion

For the reasons stated, law enforcement officers conducted an illegal search of Mr. Christensen's property, and the evidence obtained from the search should be suppressed.

The Court's decision that multiple "No Trespassing" signs are not sufficient to revoke the implied license for entry denies ordinary citizens the protections of the United States and the Tennessee Constitutions against warrantless searches. The result is that only citizens wealthy enough and situated in an area where they can "convert the areas around their homes into the modern equivalent of a medieval fortress," *Christensen*, 953 P.2d at 587, may protect themselves from governmental intrusion and invasion of privacy.

SHARON G. LEE, JUSTICE

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TN Supreme majority: Police can ignore 'no trespassing' signs

Published April 7, 2017 | By Tom Humphrey

News release from Administrative Office of the Courts

Nashville, Tenn. – A majority of the Supreme Court has ruled that, despite the existence of "no trespassing" signs near an unobstructed driveway, police officers' warrantless entry onto the defendant's property was constitutionally permissible.

This matter arose when two investigators went to a different residence after receiving information regarding a pseudoephedrine purchase. One of the individuals at that residence informed the officers that he had given the pills to the defendant, who lived next door and who was in the process of using them to produce methamphetamine. The officers then left that residence and drove down the defendant's unobstructed driveway and walked up to his front porch.

Upon smelling the odor of the manufacture of methamphetamine when the defendant opened his door, the officers requested consent to enter the residence. When the defendant denied consent, the officers forced entry and discovered an active methamphetamine lab, several inactive labs, various items commonly associated with methamphetamine manufacture, and several guns.

Prior to trial, the defendant filed a motion to suppress evidence obtained as a result of the warrantless entry onto his property, claiming that, because he had posted "No Trespassing" signs near his driveway, the officers' entry onto the property without a warrant violated both the United States and Tennessee Constitutions.

The trial court denied the defendant's motion to suppress. The defendant then proceeded to trial and was convicted by a jury of resisting arrest, promoting the manufacture of methamphetamine, initiating the manufacture of methamphetamine, and two counts of possession of a firearm during the commission of a dangerous felony.

The Supreme Court granted the defendant's application for permission to appeal from the Court of Criminal Appeals' decision affirming the trial



Tom Humphrey

ABOUT THIS BLOG

Former Knoxville News Sentinel capitol bureau chief Tom Humphrey writes about Tennessee politics, government, and legislative news.

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court judgments in order to consider the legality of the police officers' warrantless entry onto the defendant's property.

In the majority opinion authored by Chief Justice Jeffrey S. Bivins, the Court determined that the defendant "failed to demonstrate that he had a reasonable expectation that ordinary citizens would not occasionally enter his property by walking or driving up his driveway and approaching his front door to talk with him 'for all the many reasons that people knock on front doors.'" Therefore, the Court held, the police officers' warrantless entry did not violate the United States or Tennessee Constitutions.

Justice Sharon G. Lee dissented from the Court's decision. She concluded that the police had no right to ignore the multiple "No Trespassing" signs Mr. Christensen posted at the entrance to his driveway and enter the area around his home without first getting a warrant. As a result, the search of Mr. Christensen's home violated his rights under the United States and Tennessee Constitutions. Justice Lee wrote that citizens should not have to barricade their homes with a fence and a closed gate, perhaps even a locked gate, to protect their constitutional rights. In Justice Lee's view, the ability to prevent the public, including the police, from entering one's home and the land around it should be available to all citizens.

Note: The majority ruling is HERE. Justice Lee's dissenting opinion is HERE.

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BUERGER, MOSELEY & CARSON, PLC
Williamson County Attorneys
306 Public Square
Franklin, TN 37064
(615) 794-8850
(615) 790-8861 Fax

July 17, 2017

Fawn T. Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

Dear Ms. Fenton,

This office represents Williamson County, including its Sheriff's Department, with regard to various matters. Your recent letter to Sheriff Jeff Long has been passed along to me for reply. While we are sorry that you were disappointed with Sheriff Long's previous letter, he is not, as Sheriff of Williamson County, in a position to give you legal advice. Your correspondence essentially seeks a series of legal opinions based upon hypothetical questions. It is not productive to continue to engage in debate with you about the implications of various actions you might or might not choose to take. We would encourage you to seek your own legal counsel for interpretation of these matters if you are dissatisfied with the Sheriff's responses.

Sincerely,

Lisa M. Carson

xc: Sheriff Jeff Long

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Williamson County Attorney's
306 Public Square
Franklin, TN 37064

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Fawn T. Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

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Fawn T. Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

Please send all correspondences Via U.S. Mail, standard post.

July 7, 2017

Via U.S. Mail and facsimile to (615) 790-5580

Sheriff Jeff Long
Williamson County Sheriff's Office
408 Century Court
Franklin, TN 37064
P: (615) 790-5560
F: (615) 790-5580

RE: Trespassing at Fawn Fenton's Residence

Dear Sheriff Long:

I received your letter dated June 7th, 2017, in response to my original correspondence with you. Thank you for taking the time to read my letter and for acknowledging your receipt of it; however, I am disappointed in the brevity of your response, and that you chose not to answer a single question that I had asked. I thought that your response would be one of surprise and apology, and hoped you would bring correction within your department so that such behavior does not persist or become routine. Regretfully, the wording of your response made me think that you not only dismissed my concerns, but that you might even condone your officers' actions on my property. This has been troubling me, with the "principal" of even greater concern than the unjust incidents in question.

Laws, as with all written words, are subject to interpretation. As I'm sure you know all too well, citizens and law enforcement alike tend to push the boundaries of the law to the outer edge of what they believe is "reasonably arguable". Perhaps this is part of human nature. However, I believe that the two WSCO officers trespassing and littering upon my property on May 24th, was a case where the "ends" most certainly did not justify the "means."

I would like to be more clear on "the extent of [WSCO] authority when entering property", so that I may more accurately understand and align my expectations.

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Therefore, I am asking you again to please answer my questions below, to explain to me how your department views "no trespassing" situations:

1. In your letter, you say "It is our intent to abide by the controlling law at all times..." Specifically what do you interpret as the "controlling law" in this instance? As I am a bit of a code and rule enthusiast, can you please tell me exactly the document and sections to look up?

2. Is the "Majority Opinion of the Tennessee Supreme Court, as written by Chief Justice Jeffry S. Bivins, in the STATE OF TENNESSEE V. JAMES ROBERT CHRISTENSEN, JR. (No. W2014-00931-SC-R11-CD – Filed April 7, 2017)" the basis by which you believe that your deputies actions were legal?

3. In your interpretation, would (or should) the copy which I sent you of my new signs that I am posting on my property, legally dissuade your officers from entering my property again, under similar circumstances?

4. Would this signage alone be enough to legally prevent visitors (including your officers, other than the specific exceptions noted on the copy) from entering my property? Or do I need to include physical barriers, such as gates and fencing, to prevent unwanted people from entering?

I ask you again to please reply back to me, and to please devote some more time and thoroughness to my questions, that if nothing else I might have a better understanding of expectations in regards to my private property and trespassing concerns.

Thank you again for taking the time to read my letters. I appreciate your concern and devotion to Williamson County, and I eagerly await your response.

Sincerely,

Fawn Fenton

Homeowner and resident of 1986 Sunny Side Drive.

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WILLIAMSON COUNTY SHERIFFS OFFICE
408 CENTURY CT.
FRANKLIN, TN 37064

9590 9403 0163 5120 4040 92

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X [signature]
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B. Received by (Printed Name)

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Ms. Pawn Penton
1986 Sunny Side Dr.
Brentwood, TN 37027

SHERIFF JEFF LONG
WILLIAMSON COUNTY SHERIFF'S OFFICE
408 CENTURY CT.
FRANKLIN, TN 37027

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WILLIAMSON COUNTY SHERIFF'S OFFICE
408 CENTURY COURT
FRANKLIN, TENNESSEE 37064
615.790.5604 OFFICE
615.595.1208 FAX
JEFFL@WILLIAMSON-TN.ORG

June 7, 2017

Fawn T. Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

Dear Ms. Fenton:

I am in receipt of your letter dated May 30, 2017. We are always interested in hearing the concerns of citizens. Please be assured that the Sheriff's Office is cognizant of its duty to serve legally-issued process, and of the extent of it's authority when entering property to serve such process. It is our intent to abide by the controlling law at all times, and we will continue to do so.

Sincerely,

Jeff Long

Cc: Lisa Carson

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WILLIAMSON COUNTY SHERIFF'S OFFICE
408 CENTURY COURT
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Fawn T. Fenton
1986 Sunny Side Drive
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Fawn T. Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

Please send all correspondences
Via U.S. Mail, standard post.

May 30, 2017

Via U.S. Mail and facsimile to (615) 790-5580

Sheriff Jeff Long
Williamson County Sheriff's Office
408 Century Court
Franklin, TN 37064
P: (615) 790-5560
F: (615) 790-5580

RE: WCSO Officers Trespassing, Harassing, Littering at Fawn Fenton's Residence

Dear Sheriff Long:

I would like to bring to your attention that recently, WCSO officers have broken the law trespassing on my property. Last week, two officers flagrantly disregarded my 'No Trespassing' signage and physical barriers, while attempting to intimidate me through needless repeated doorbell ringing and excessively loud pounding near my front door. They then mockingly wedged and taped more than a dozen yellow paper notices around the exterior of my residence, littering my property in an effort to embarrass me before my neighbors. I need this harassment to stop, and I am asking you to correct this behavior within your department and for WSCO officers to respect the privacy of my property in the future.

As I am often home alone, I like to rest assured that my property, my pets, and my person are safe and under my control. Therefore, my house is equipped with several video surveillance cameras that allow me to remotely monitor the immediate exterior curtilage around my home, including the driveway and front porch. For notice to the public, I have two large signs that say "STOP" No Trespassing! No Exceptions!" near the lower part of my driveway, one sign on each side, for people who might want to approach my house from the street (since the driveway is the only access up to the house). If a visitor comes up the driveway anyway, they will see at the front corner of the house, there is a sign that says "Monitored by Geoarm Security", which is the external company that monitors my house alarms. At the bottom of the steps leading to the front porch, there is a large sign that says "No Trespassing - This Property Protected by Video Surveillance - Trespassers Will Be Prosecuted". There are also highly visible adhesive signs on the garage man-door and the front door sidelite that say 'No Trespassing' and "Warning, Audio

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and Video Recording in Use". There is a similar sign near the gate that separates the driveway from the back yard. Therefore, with all this signage clearly in place, in the past, both companies and individuals alike have consistently been extremely respectful of my property, my boundaries, and my privacy. No one, for a lack of "more specific instructions" or impenetrable barriers, has proceeded onto my property, with the only known exception being the recent actions of the WSCO. I have felt that it is very clear to the casual observer that I have a "reasonable expectation of privacy" on my property, especially near my home.

Despite this, your department has been trying to serve some kind of Civil Process to my husband, Jeff Fenton, and WSCO officers have committed criminal trespass (and possibly aggravated criminal trespass) in their efforts to get my attention. From the video and audio recordings I have from my security system, I can describe to you the exact events to which I am referring. It started on Monday, May 15, 2017 at 10:12 am, when a WSCO officer drove his vehicle up my driveway, parked at the top near the house, and walked to the front porch. He clearly saw the camera mounted in the upper corner of the porch ceiling as he rung my doorbell. He left a yellow slip of paper wedged in the seam of the storm door regarding the legal process he was attempting to serve, and at 10:15 am, backed his vehicle down the driveway and left. I retrieved the yellow notice that evening when I got home from work, and saw that it was addressed to "Jeffrey R. Fenton", and on it was printed to contact Deputy Gary Brown to retrieve the papers. I disregarded this notice, since it is not for me and I am under no obligation to deliver it. The officer can't even know for certain whether or not Jeff Fenton lives here or visits, and I am under no obligation to answer the door or accept any paperwork for Mr. Fenton.

Since I did not want any further visitors regarding my husband's business, I used a fluorescent yellow cargo strap which I strung approximately 18" to 24" above the ground between the two "No Trespassing" signs on the lower end of my driveway, and on Wednesday May 17, created a physical barrier so that a vehicle could not drive up my driveway without hitting or removing the strap. I also put a yellow strap across the railings of the steps blocking access to my front porch, as a secondary visual and physical barrier indicating that visitors were not welcome to the front door. On Monday, May 22, 2017 at 10:15 am, a WSCO officer drove by my property again, but this time upon seeing the barriers, did not attempt to come up the driveway, and instead left another identical yellow paper notice addressed to Jeffrey R. Fenton wedged behind the flag on my brick mailbox.

Then on Wednesday, May 24, 2017, two officers arrived at my residence at 8:02 am. The male officer parked a WSCO vehicle on the lower end of my driveway in front of the yellow strap barrier, while the female officer parked her unmarked vehicle in front of my neighbor's house. Then they exited their vehicles and proceeded to step over my strap barrier and walked up my driveway on foot. They walked to the front porch, and both ducked and crawled under the yellow strap barrier there to access the front porch. The male officer stood on the porch and rung the doorbell multiple times, while the female officer stood on the landing looking through my front windows, watching my dog bark and trying to discern if anyone might be home. The male officer tried to open the storm door, but found it locked, and then he pounded very loudly on the side of the sidelite frame and called out "Mr. Fenton!" At 8:06 am, the male officer folded and wedged two of the yellow notices in the frame of the storm door. The female officer, who had brought

with her a roll of what appeared to be clear packing tape, proceeded to tear off pieces of tape which she handed to him, and he taped three more yellow notices, two on the storm door and one on the sidelite, for a total of five yellow papers cluttering the face of my front door. The male officer rang the doorbell again, and they both looked directly at the video camera on the porch ceiling and waved. They then went back down the steps and crawled under the yellow strap and walked back to the driveway. At 8:09 am, both officers walked around the garage-side of the driveway, and the male officer wedged and taped several more yellow notices to the man-door at the side of the garage. The male officer took a quick look through the fence at the back yard before following the female officer back towards the front of the house. They both proceeded to walk in the grass alongside the driveway back to their vehicles. The female officer taped yet more yellow notice papers, one on to each of my "No Trespassing" signs, and the male officer put another one wedged in the mailbox flag. At 8:11 am, they both moved their vehicles such that one was on each side facing my driveway, and stayed parked on the street in front of my house until 8:21 am, when they finally drove away.

Clearly, these two officers were mocking my attempts to keep them and other trespassers off my property and away from my home. I am very disturbed at their blatant disregard of my signage and physical barriers, as well as for Tennessee's trespassing laws in general. Certainly, you are familiar with TCA 39-14-405 regarding Criminal Trespass, which clearly has no defense for the actions of these officers. Even TCA 39-14-406 regarding Aggravated Criminal Trespass appears relevant to this matter, stating: *(a) A person commits aggravated criminal trespass who enters or remains on property when: (1) The person knows the person does not have the property owner's effective consent to do so; and (2) The person intends, knows, or is reckless about whether such person's presence will cause fear for the safety of another…"* After taking down the numerous yellow notice papers from around my property, I had to have conversations with several of my neighbors, who had seen the officers repeated visits and the excess of yellow papers, and asked me if something was wrong and if they needed to be concerned about their own property. I believe this was part of the officers' intent on May 24th – to not only attempt to intimidate me, but also to draw the attention of my neighbors and bring embarrassment or negative attention to my situation.

I certainly hope that completely ignoring "No Trespassing" signage is not a formal policy within the WSCO, and that circumventing physical barriers without just cause is not a regular practice? These officers are not even pursuing anything related to a crime; this is just a civil legal notice. It is my understanding that Mr. Fenton has been under some financial difficulty, and I assume whatever your department has been asked to deliver is related to that, but I think it can't be very serious since Mr. Fenton has never had much in the way of income or assets to my knowledge. His and my finances are completely separate, and I do not need to get involved. Rather, your officers need to respect the privacy of my property! They are violating the Fourth Amendment of the Constitution and breaking Tennessee law to deliver some civil papers to someone with no criminal history that they can't even be sure might be found at this address. I would expect WSCO officers to be examples to other citizens of how to respect and uphold laws, not to demonstrate the disrespectful invasiveness shown by these two that were at my home on May 24th.

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I have now posted new signs around my property, a copy of which is attached to this letter, which I hope will make it expressly clear who I expect to allow on my property and under what circumstances, so that there can be no argument about "implied consent" or that "not every entry onto personal property is a search." In order to get these signs up quickly (several are now posted as of May 25th), I just printed them on my computer and had them laminated; however, I intend to replace my current "No Trespassing" signs with professionally manufactured larger signs showing this content. I am requesting your feedback on the verbiage of this sign, a statement from you on whether you believe this sign is sufficient to legally protect me against unannounced and undesired visitors. I would appreciate a written letter from you in response. In particular, if I post this sign (or multiple copies of it) at the entrance to my property, will the sign(s) alone be sufficient to convey my intent, so that I can remove the strap (physical barrier) across my driveway? I would prefer to secure my expectation of privacy with only signage, rather than persisting with physical obstacles, but please let me know your and your department's interpretation of privacy requirements.

In addition, I am requesting that you review with your entire department the legal boundaries of trespassing, and how your officers should interpret signage and barriers. The conduct of these two officers at my property on May 24th was what NOT what "a reasonably respectful citizen would be expected to do" given the signage and barriers present, even if they believed they had legitimate business to conduct with me. Your officers need to be able to objectively look at the communication presented by 'No Trespassing' signage and barriers, and conclude whether "a reasonable person" would proceed onto private property, law enforcement or not. I hope that you can assure me that I will not have officers in the future who encroach onto my property without more urgent reasons. Specifically, I would like the names and badge numbers of the two officers who papered my property on May 24th, and acknowledgement that they understand my intent and privacy expectations. Please respond to me about this also, via letter.

As I mentioned, I have video recordings from my security system of each time WSCO officers visited my home, and some audio recordings as well. Several different cameras from multiple angles show exactly how they acted unreasonably. I hope that by writing you this letter and asking for your cooperation, there will be no need for me to show these videos to my legal counsel, or to share these videos with others, to let people know what to expect when private property is posted simply with 'No Trespassing'. If you can give me assurance that my property boundaries will be respected by WSCO officers from now on, I will be very appreciative and it will ease the concerns of my neighbors. Thank you for your attention to this matter.

Sincerely,

Fawn Fenton

Homeowner and resident of 1986 Sunny Side Drive.

290

FENTON RESIDENCE

1986 Sunny Side Drive

NO TRESPASSING (T.C.A. § 39-14-405)

DELIVERIES: Please Leave at the Garage.

VISITORS: Confirmed Appointment Required in Advance.

EMERGENCIES: Ambulance & Fire Services Permitted to Protect Life and Property.

ALL OTHER IMPLIED LICENSE TO ENTER IS HEREBY REVOKED.

Absolutely NO ENTRY to LAW ENFORCEMENT,

except when responding to an alarm or distress call from within this residence.

"Knock-and-Talk" is expressly Forbidden.

Please don't proceed past the ditch,
unless invited onto this property by the owners, or meeting the conditions above.

Audio & Video Surveillance In Use ~ Violators will be Prosecuted.

=

291

TRANSMISSION VERIFICATION REPORT

TIME : 05/31/2017 08:46
NAME : FEDEX OFFICE 0530
FAX : 615-269-0996
TEL : 615-269-9919
SER.# : U63314F4J711508

DATE,TIME	05/31 08:44
FAX NO./NAME	6157905580
DURATION	00:02:04
PAGE(S)	05
RESULT	OK
MODE	STANDARD ECM

292

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

FRANKLIN, TN 37064 OFFICIAL USE

Certified Mail Fee	$3.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$0.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.69
Total Postage and Fees	$3.84

GREEN HILLS STA NASHVILLE, TN
MAY 30 2017
37215-9998
05/30/2017

0291
01

Postmark Here

7015 0640 0003 8051 1229

Sent To
SHERIFF JEFF LONG, WCSO
Street and Apt. No., or PO Box No.
408 CENTURY COURT
City, State, ZIP+4®
FRANKLIN TN 37064

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SHERIFF JEFF LONG
WILLIAMSON COUNTY SHERIFFS OFFICE
408 CENTURY CT.
FRANKLIN, [redacted] TN 37064

9590 9403 0163 5120 4040 09

2 7015 0640 0003 8051 1229

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X T. Payne ☐ Agent ☐ Addressee

B. Received by (Printed Name) T Payne C. Date of Delivery 5.31.17

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

UNITED STATES POSTAL SERVICE
TN 370
31 MAY '17
RECEIVED

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box•

FAWN FENTON
1986 SUNNY SIDE DR.
BRENTWOOD, TN 37027

USPS TRACKING#

9590 9403 0163 5120 4040 04

293

CLERK & MASTER
2019 AUG 29 AM 9:22
FILED FOR ENTRY

April 27, 2012

Dear Betsy, Ronald & Jeff,

Please attach to trust documents.

I expect a good chance of getting dementia as I age - as both parents did. I plan to carefully conserve my money through these years. If I become incapacitated, I want the money to be used to keep me in my home with my dog and my books. It should be relatively easy to safeguard the doors so I only have access to the backyard. I do not want my children in the position of caring for me.

Thanks for your help,

Marsha A Fenton

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - J

RE: Fenton v Fenton Case# 48419B

294

LOANS TO JEFFREY R. FENTON FROM MARSHA A. FENTON

10/03/2018	Check 2487	1000.00
10/30/2018	LCSW Terry Huff	75.00
11/13/2018	LCSW Terry Huff	100.00
12/06/2018	LCSW Terry Huff	150.00
12/20/2018	LCSW Terry Huff	100.00
1/03/2019	W. Meade Vet Clinic	219.22
1/07/2019	Check 2521	1000.00
1/07/2019	Check 2522	1000.00
1/08/2019	LCSW Terry Huff	100.00
1/15/2019	LCSW Terry Huff	100.00
1/22/2019	LCSW Terry Huff	100.00
1/31/2019	LCSW Terry Huff	100.00
2/12/2019	LCSW Terry Huff	100.00
2/26/2019	LCSW Terry Huff	100.00
2/27/2019	Check 2536	1000.00
2/27/2019	Check 2537	1000.00
3/12/2019	LCSW Terry Huff	100.00
3/26/2019	LCSW Terry Huff	100.00
4/09/2019	LCSW Terry Huff	100.00
4/15/2009	Check 2552	1000.00
4/17/2019	Check 2554	859.00
4/23/2019	LCSW Terry Huff	100.00
5/07/2019	LCSW Terry Huff	100.00
6/25/2019	LCSW Terry Huff	200.00
7/09/2019	LCSW Terry Huff	100.00
7/12/2019	Brittany Gates, Law	1500.00
7/23/2019	LCSW Terry Huff	100.00
7/29/2019	Schaffer Law Firm	4000.00
8/07/2019	Schaffer Law Firm	1000.00

Total – $15,103.22

8/25/2019

Marsha A Fenton 8/21/19

MARSHA A. FENTON

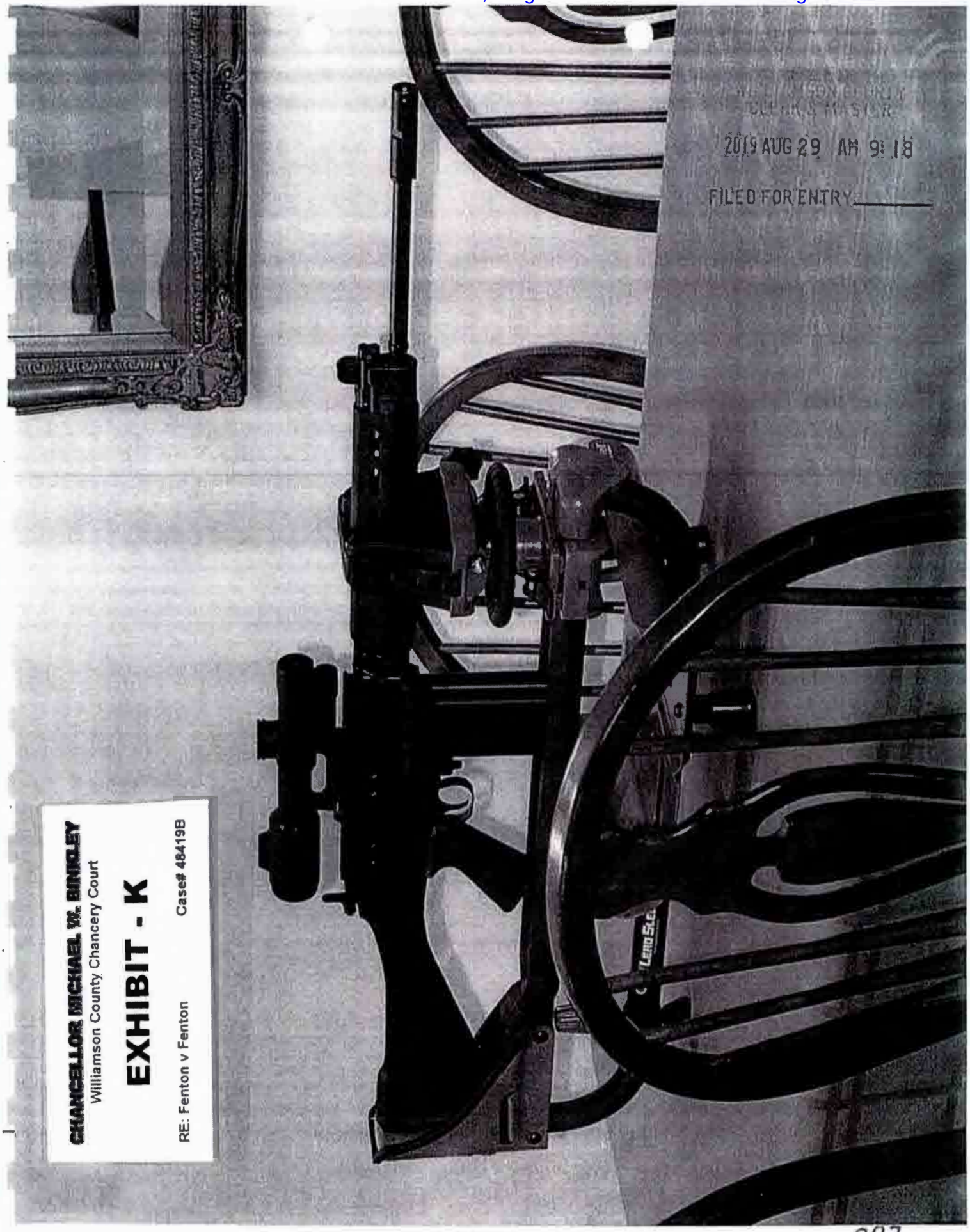
TERRI L WALKER
Notary Public, Genesee Co., MI
My Commission Expires Oct. 29, 2022
Acting in Genesee Co.

8/21/19

295

V:\Digital Filing Cabinet\Documents\Divorce Fa '4OM $$.txt Thursday, August 29, 2019 7:22 AM

$15,103.22	Mom Loan as of 8/7/2019
$999.95	Current Charges
$297.35	USAA
$407.49	CreditOne
$331.98	Capital One
$17,131.99	Subtotal To Date
$500	Utilities
$3,000	Moving
$300	Storage
$20,939.99	Total Through Move


2019 AUG 29 AM 9:18
FILED FOR ENTRY
CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court
EXHIBIT - K
RE: Fenton v Fenton
Case# 48419B

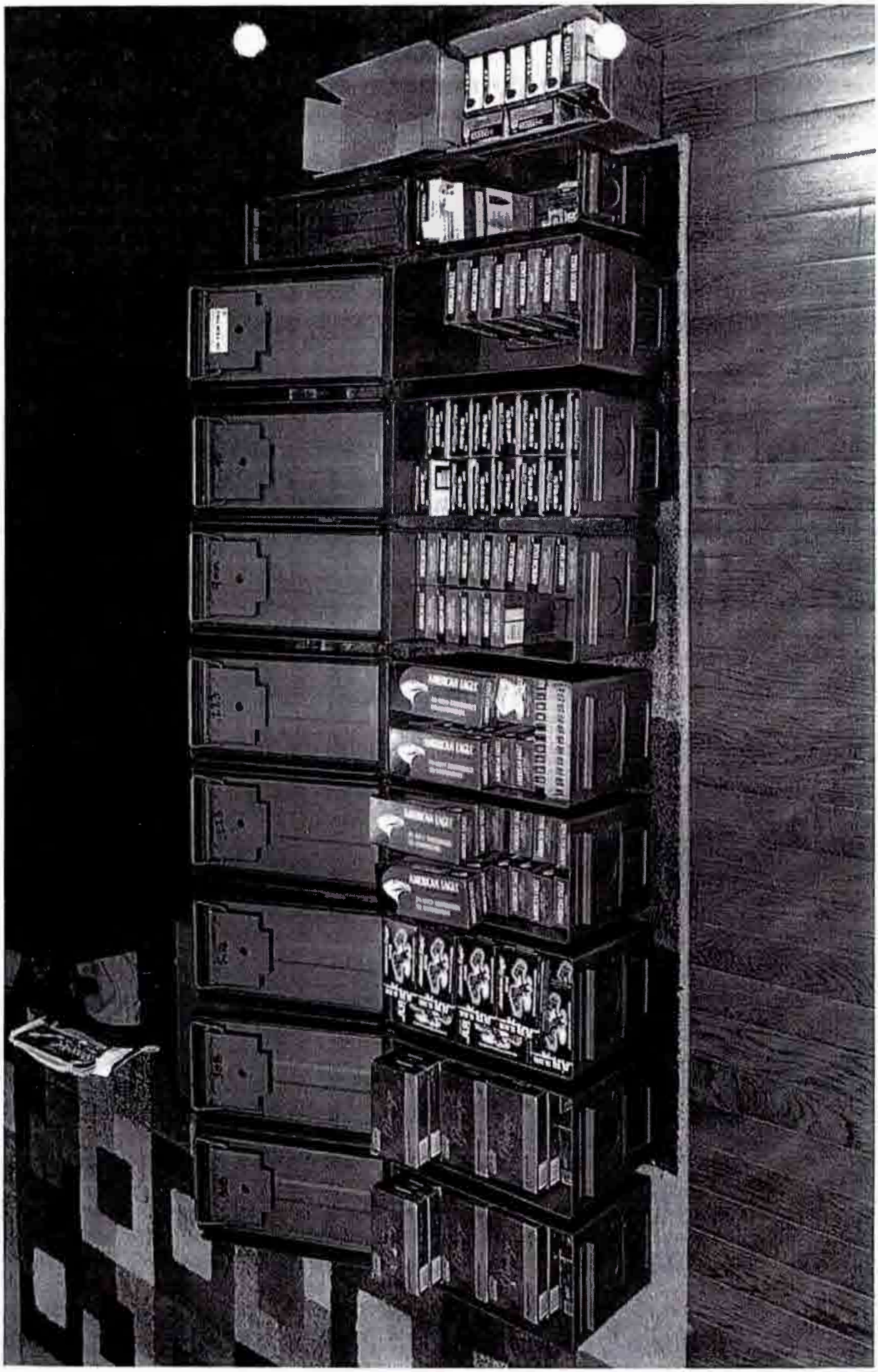
297



ALL FAWN'S FIREARMS MUNITIONS
+ TRAINING

FRONT PAGE: FN-FAL .308
HERE: AR-15 M w/ VCOG OPTIC

298



5,180 Rounds of Fawn's Ammo

299

Fawn's Ammunitions: Taken During Separation

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

Fawn T. Fenton

[redacted] Brentwood, TN 37027

(615) 333-73[redacted]

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

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

300

Case 1:23-cv-01097-PLM-RSK ECF No. 1-21, PageID.959 Filed 10/13/23 Page 1 of 50

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

V013

Appendix 13-3

TECHNICAL RECORD

III

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

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

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

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

TO THE
APPEALS COURT
NASHVILLE TENNESSEE

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

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

FILED 31ST DAY OF MARCH 2020.

CHANCERY COURT
NO. 48419B

Sara B. McKinney _____CLERK
DEP. CLERK

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

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

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

5,180
FAWNS ROUNDS of AMMUNITION

302

FILED
WILLIAMSON COUNTY
CLERK & MASTER
2019 AUG 29 AM 9:18
FILED FOR ENTRY

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

Self-Defense Handgun Instructor

CERTIFICATIONS & AFFILIATIONS

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

TRAINING

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

303

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

REFERENCES

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

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

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

304

Case 1:23-cv-01097-PLM-RSK ECF No. 1-21, PageID.964 Filed 10/13/23 Page 6 of 50



Tennessee
THE VOLUNTEER STATE

USA
TN



HANDGUN
CARRY
PERMIT

PERMIT NO.
093973585
DOB
01/22/1973

EXP 03/12/2019



SEX F HGT 5'-04" EYES BRO
DD 9011412091810100
FENTON
FAWN TIFFANY
1986 SUNNY SIDE DR

BRENTWOOD, TN 37027

306

FRBP Violated: #3:19-bk-02693

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

JRF.002.1316.00

TNJudicial.org/c/a/jrf002.pdf

Williamson County Chancery Court Tennessee (Trial Court Records)

DOC: 002 | Page 316 of 719

STATE CERTIFIED HANDGUN INSTRUCTOR

Awarded to

Fawn T. Fenton

ID # 197 / 30 / 1220

Presented by

Tennessee Department of Safety

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

Program Director

Commissioner

308

SF-1106

FRBP Violated: #3:19-bk-02693

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

JRF.002.1317.00

TNJudicial.org/c/a/jrf002.pdf

Williamson County Chancery Court Tennessee (Trial Court Records)

DOC: 002 | Page 317 of 719

I

NATIONAL RIFLE ASSOCIATION OF AMERICA
INCORPORATED 1871

National Rifle Association of America

Certificate of Membership

This certifies that

Fawn Fenton

has fulfilled the requirements of a

Life Member

as set forth in the bylaws of the Association

Date April 26, 2012 *National Rifle Association*

Executive Vice-President

309

FRBP Violated: #3:19-bk-02693

TNJudicial.org/ca/jrf002.pdf

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

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

National Rifle Association Credentials

FAWN T. FENTON

Instructor

Certified Pistol

New ID Card Enclosed

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

Edward J. Land, Jr., Secretary

NRA # 137202242
Expires: 8/31/2016

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

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

8/6/2013 15:12:04

New ID Card Enclosed

310

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

Williamson County Chancery Court Tennessee (Trial Court Records)

JRF.002.1318.00

DOC: 002 | Page 318 of 719

Case 1:23-cv-01097-PLM-RSK ECF No. 1-21, PageID.969 Filed 10/13/23 Page 11 of 50

311

Fawn Fenton
(615) 333-7377 • mobile

FAWN CALLING NAMES

FILED
WILLIAMSON COUNTY
CLERK & MASTER
2019 AUG 29 AM 9:19
FILED FOR ENTRY



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

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

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

Jan 30, 2:31 AM

Case 1:23-cv-01097-PLM-RSK ECF No. 1-21, PageID.971 Filed 10/13/23 Page 13 of 50

313

FRBP Violated: #3:19-bk-02693

TNJudicial.org/ca/jrf002.pdf

OPERATIONS REPORT

1. AGENCY	2. PERSON RECEIVING COMPLAINT	3. DATE/TIME RECEIVED 24 HR. CLOCK	5. TIME ARRIVED	7. CASE NUMBER
WILLIAMSON COUNTY SHERIFF'S OFFICE	2265 - Dep. Warren P. Cagle	04/22/2016 21:29	21:38	2018-9643
		4. TIME DISPATCHED 21:29	6. TIME COMPLETED 22:25	

8. NATURE OF INCIDENT	DOMESTIC-VERBAL - Event #1804060888			
9. LOCATION OF INCIDENT	1986 Sunnyside Drive, Brentwood, TN 37027	LOCATION CODE 01	REPORTING ZONE 1	DISPATCH ZONE/SECTION 1
		PATROL ZONE/GRID 1	OTHER ZONE/BEAT	
10. VICTIM / COMPLAINANT / ACCUSED / VEHICLE	Fenton, Fawn [redacted] - 1986 Sunnyside Drive, Brentwood, TN 37027			

11. ACTION TAKEN

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

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

7

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

3.14

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

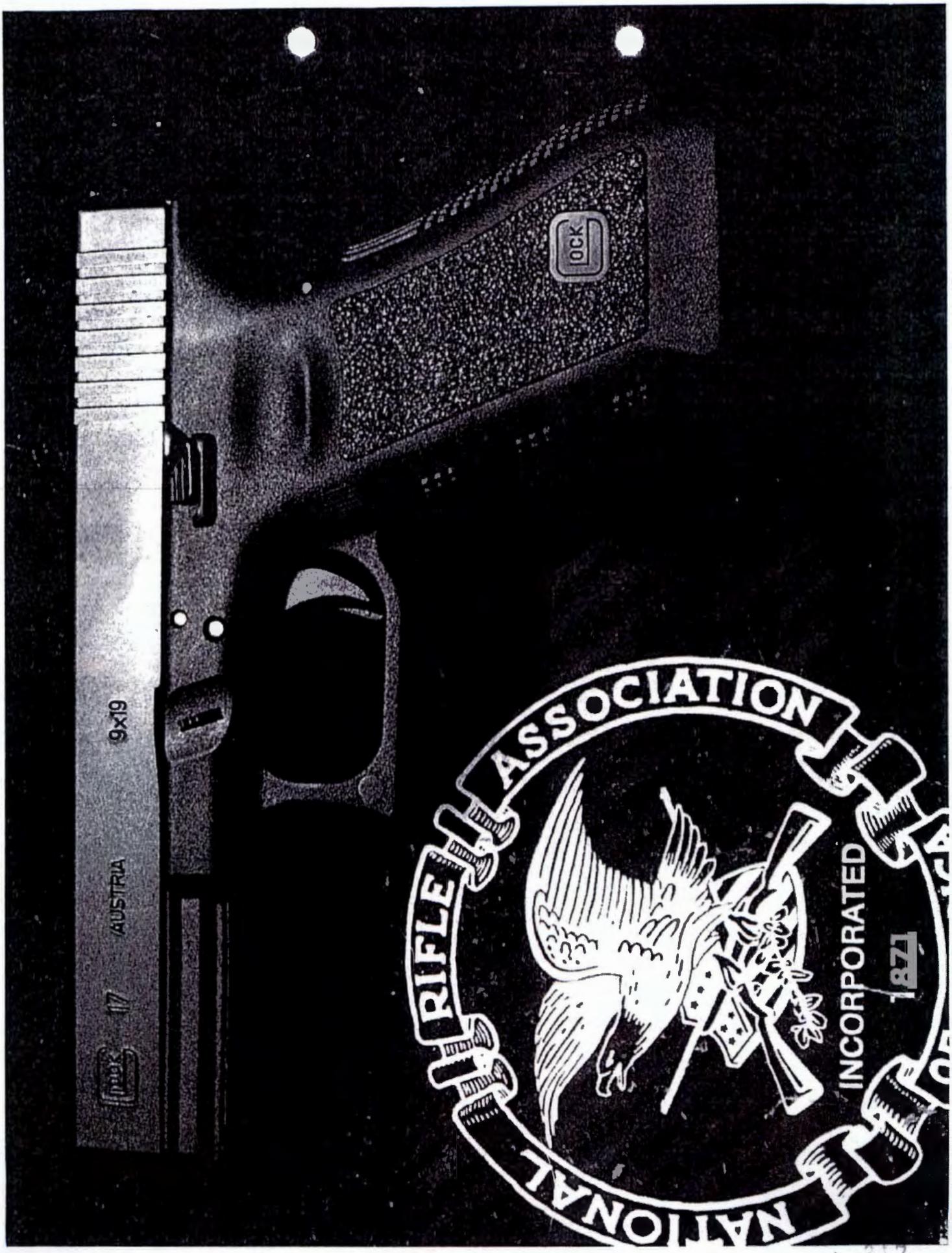
JRF.002.1322.00

Williamson County Chancery Court Tennessee (Trial Court Records)

315



316


GLOCK
9x19
AUSTRIA
17
NATIONAL RIFLE ASSOCIATION
INCORPORATED
1871


318

Case 1:23-cv-01097-PLM-RSK ECF No. 1-21, PageID.977 Filed 10/13/23 Page 19 of 50

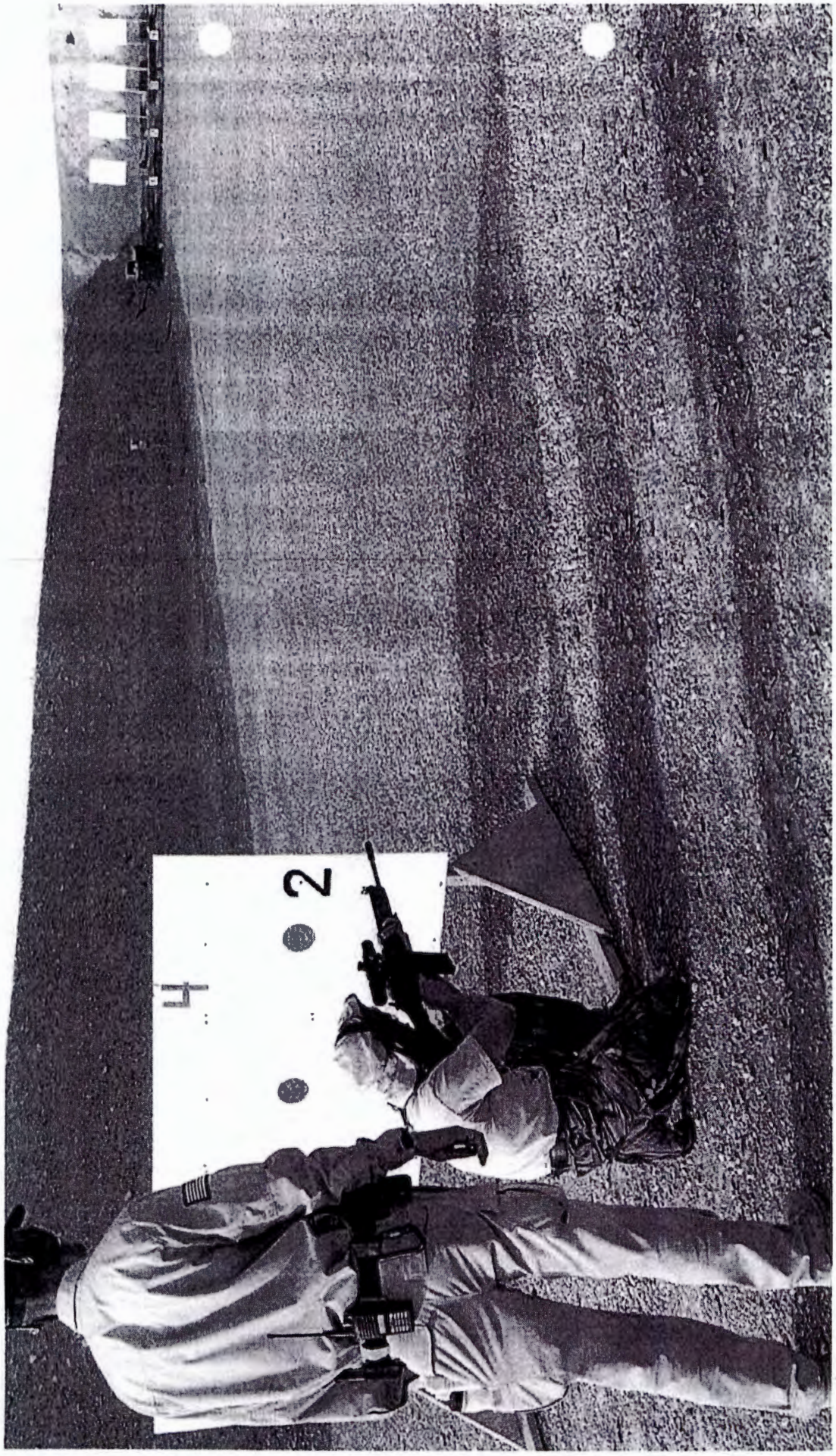


North American Arms .22

320

Case 1:23-cv-01097-PLM-RSK ECF No. 1-21, PageID.979 Filed 10/13/23 Page 21 of 30





FAWN TRAINING ON FN-FAL .308
@ FRONT-SIGHT

322

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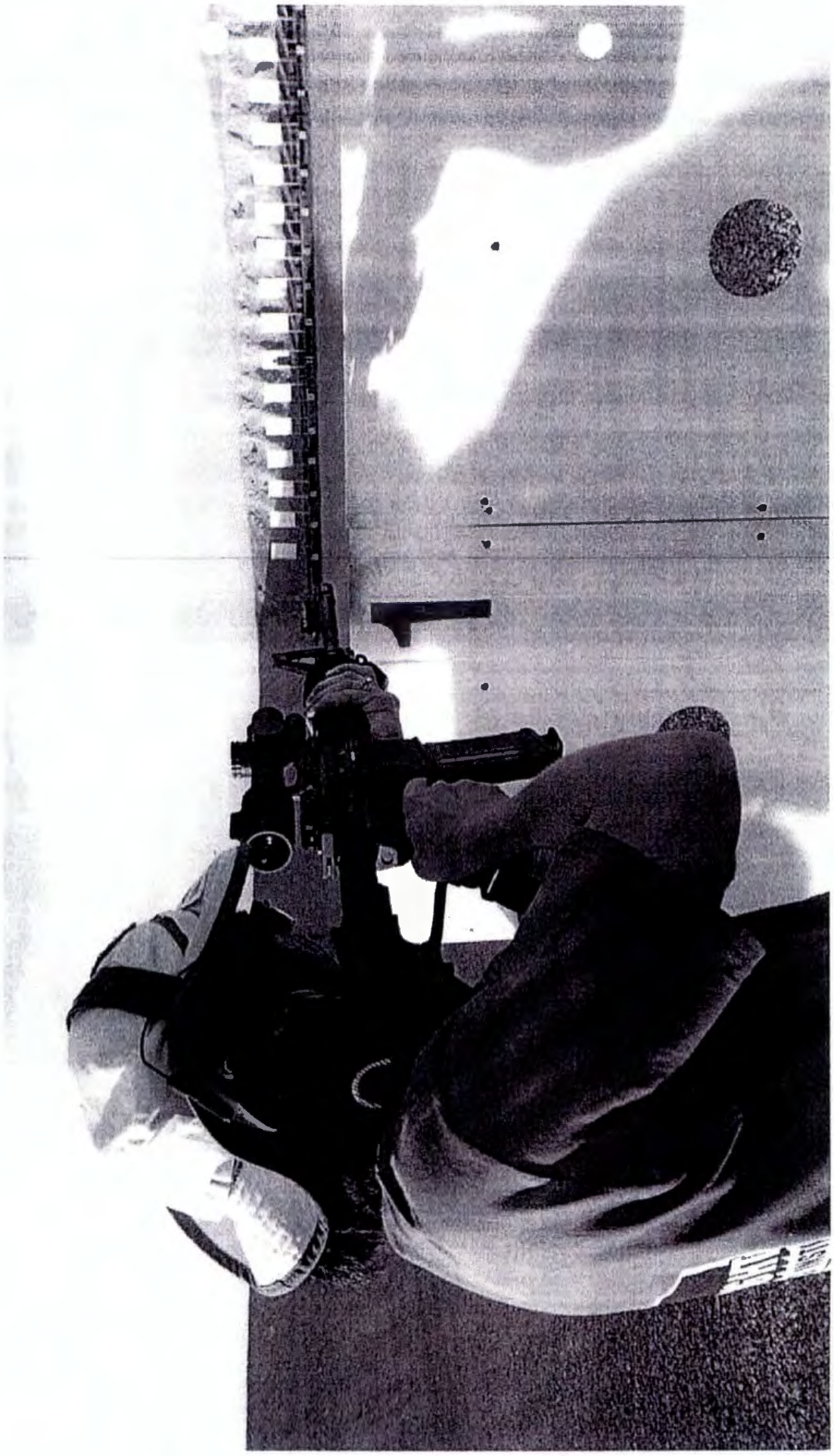
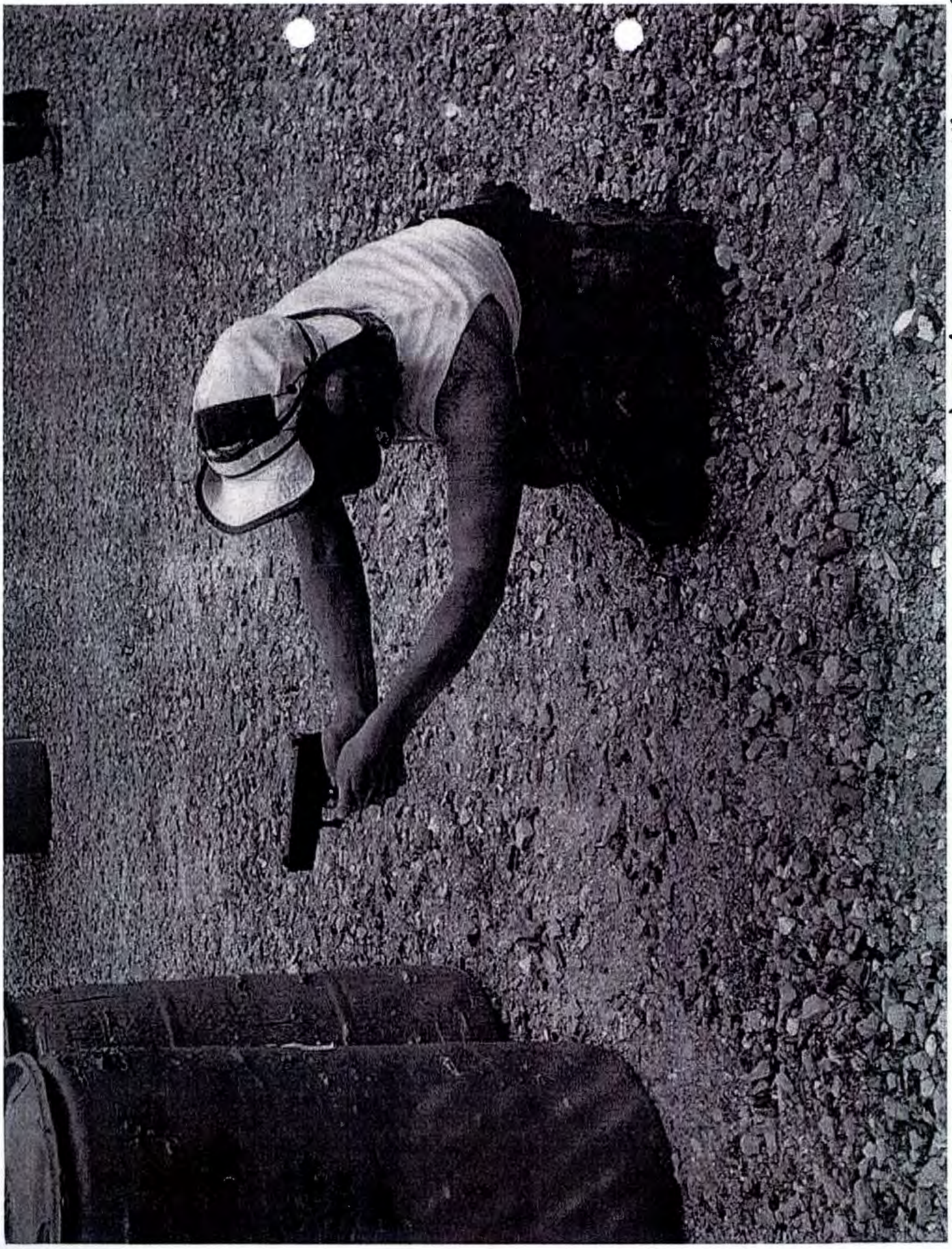


TRAINING ON AR-15
at FRONT SIGHT

323



394
FRBP Violated: #3:19-bk-02693 TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: 48419B) JRF.002.1332.00



(I've only taken ONE FIREARMS CLASS in my life - that being for my TN Handgun Carry Permit)

FAWN + BROTHER MARK at FRONT SIGHT
Fawn with AR-15 with #3K VCOG OPTIC
MARK WITH FN-FAL .308 HE GAVE TO FAWN

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326

FAWN INVITED ME TO APARTMENT AND GAVE ME DIRECTIONS.

Fawn Fenton
(615) 333-7377 · mobile

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

Oct 14, 2018

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

Fawn Fenton (mobile) · Oct 14, 2018

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

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

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

Oct 14, 2018

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

Fawn Fenton (mobile) · Oct 14, 2018

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

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

Oct 14, 2018

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

Fawn Fenton (mobile) · Oct 14, 2018

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

Oct 14, 2018

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

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Fawn Fenton (mobile) Oct 14, 2018

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

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

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

Now I can help drop off & swap.

Up to you.

Oct 14, 2018



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

Fawn Fenton (mobile) • Oct 14, 2018

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

Oct 14, 2018

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Did you leave me this little plant?? GIVE FAWN GIFT

Fawn Fenton (mobile) • Feb 4, 9:50 PM



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

Fawn Fenton (mobile) • Feb 4, 9:56 PM

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

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

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

Feb 4, 10:00 PM

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

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

Feb 4, 10:02 PM

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

Feb 4, 10:03 PM

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

Yes that's funny! Money tree!

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

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

Lol@

Feb 4, 10:04 PM

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GAVE FAWN GIFT

[redacted]

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

Categories: Yellow category

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

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

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

Sent from Samsung Galaxy smartphone.

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

Hello!

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

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

Is everything ok?

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

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

Gracias!

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move forward and improve myself, when I have noting in life that I can count on. When I don't know when I'll be legally attached next. When I don't even know how long I'll have a home, before I will be forced into the street.

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

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

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

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

How could this be worse?

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

Jeff Fenton
METICULOUS.TECH
(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

Technical Consulting, Services, and Solutions,
When it's worth doing RIGHT the first time!

Submit or respond to a support ticket here.

A Division of Meticulous Marketing LLC

CRYING - upset wishing my life had peacefully ended in my sleep before the upheaval of the past year and a half of loosing my whole family, my stability, our plans, my future. This seems perfect normal for anyone for ONE NIGHT! I cant see how this is in any way a threat against Faron! (Not suicidal or homocidal, just wishing to never experience such betrayal and pain! ... 332

Temporary Order of Protection (Ex Parte Order of Protection)

Case # *(the clerk fills this in)*: 48419 B

In the Chancery_____ Court of Williamson_____ County, TN

CLERK & MASTER

Petitioner *(person needing protection)*
(List Child's name if filed on behalf of person under 18 years of age pursuant to TCA §36-3-602)

2019 JUN 20 AM 8:41

FAWN [redacted] FENTON

first *middle*

RECEIVED BY
Judges' Chambers
Date: 6-20-19

FILED FOR ENTRY_____

Check if Applicable:

☐ Petitioner is under 18 and the Petition was filed on behalf of an unemancipated person (someone under 18 years of age) pursuant to TCA §36-3-602 by ☐ *child's parent* or ☐ *legal guardian* or ☐ *a caseworker.*

☐ The Petition was made by a law enforcement officer pursuant to TCA §36-3-619 and Petitioner consented to the filing of this Petition by the law enforcement officer.

Petitioner's children under 18 protected by this Order: N/A

Name	Age	Relationship to Respondent	Name	Age	Relationship to Respondent
1.			3.		
2.			4.		

Respondent's Information *(person you want to be protected from)*

JEFFREY RYAN FENTON 10/08/1969
first *middle* *last* *date of birth*

1986 SUNNY SIDE DR BRENTWOOD TN 37027
street address *city* *state* *zip*

Respondent's Employer: UNEMPLOYED
Employer's name *Employer's phone #*

Describe Respondent:

Sex	Race	Hair	Eyes	Height – Weight – SSN – Other			
☒ Male ☐ Female	☒ White ☐ Asian ☐ Black ☐ Hispanic ☐ Other:	☒ Black ☒ Grey ☐ Blond ☐ Bald ☐ Brown ☐ Other:	☐ Brown ☐ Hazel ☒ Blue ☐ Green ☐ Grey ☐ Other:	Height	5'9"	Weight	240 LBS
				Social Sec. #	(Provided to Clerk's office if known) Do not list it here. XXXXXXXXXXXXXXXXXX		
				Scars/Special Features			
				Phone Number	615-837-1301		

Petitioner's relationship to the Respondent (*Check all that apply*):

☒ We are married or used to be married.
☒ We live together or used to live together.
☐ We have a child together.
☐ We are dating, used to date, or have had sex.
☐ We are relatives, related by adoption, or are/were in-laws. *(Specify)*: _____
☐ We are the children of a person whose relationship is described above *(Specify)*: _____
☒ The Respondent has stalked me.
☐ The Respondent has sexually assaulted me.
☒ Other: Harassment via text messages, emails, phone voicemail

[redacted]

The Court having reviewed the Petition for Temporary Order of Protection and finding, pursuant to TCA §36-3-605(a), that Petitioner is under an immediate and present danger of abuse from the Respondent and good cause appearing, the court issues the following:

Warning!
☐ Weapon involved
☒ Has or owns a weapon



Orders to the Respondent:

- ☑ **Do not abuse, threaten to abuse, hurt or try to hurt, or frighten Petitioner and/or Petitioner's minor children under 18.**
- ☑ **Do not put Petitioner and/or Petitioner's minor children under 18 in fear of being hurt or in fear of not being able to leave or get away.**
- ☑ **Do not stalk or threaten to stalk Petitioner and/or Petitioner's minor children under 18.**
- ☐ Do not come about the Petitioner and/or Petitioner's minor children protected by this order (including coming by or to a shared residence) for any purpose.
- ☐ Do not contact the Petitioner and/or Petitioner's minor children protected by this order either directly or indirectly, by phone, email, messages, mail or any other type of communication or contact.
- ☑ If the parties share(d) a residence, Respondent must immediately and temporarily vacate the residence shared with the Petitioner, pending a hearing on the matter.
- ☐ If the parties shared a residence, Respondent can obtain his/her clothing and personal effects such as medicine as follows: (List process as approved by local law enforcement personnel)

Fawn has far scarier guns than me, is certainly armed for her defense, and can out shoot me 10x1 any day of the week. I have NEVER been arrested, haven't had a traffic ticket in 25 years, NEVER Physically threatened Anyone, no misuse of firearms ever, This is horribly unfair - without ever even meeting or questioning me!

- ☒ You must not hurt or threaten to hurt any animals owned or kept by the Petitioner/Petitioner's children.
- ☐ Other orders: Everyone cites as very common tactic in divorce for female. I believe is unconscionable for Fawn + His story!

☑ **Go to court** on *(date)*: 6/27/19 at 9:00 ☒ a.m. ☐ p.m.

at *(location)*: _____

You must obey these orders until the date of the hearing or until changes are made by the court. If you do not agree with these orders, go to the court hearing and tell the court why. If you do not go, the court can make orders against you. You have the right to bring your own lawyer. If you do not obey all orders on this form, you may be fined and sent to jail.

Only the court can change this Order. Neither you nor the Petitioner can agree to change this Order. Even if the Petitioner tries to contact you or agrees to have contact with you, you must obey this Order. If you do not, you can be sent to jail for up to 10 days and fined up to $50 for each violation

(TCA § 36-3-610)

Date: 6/20/19 Time: 3:15 ☐ a.m. ☒ p.m.

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

Warnings to Respondent:

A copy of this Order will be sent to all law enforcement agencies where Petitioner resides AND any court in which the respondent and petitioner are parties to an



This is a Court Order

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MARK
LAKE COACH

8/28

LAW OFFICES OF CHARLES M. DUKE, PLLC

2019 AUG 29 AM 9:23
FILED FOR ENTRY

Tax I.D. Number 82-1988828
1200 Villa Place; Suite 201
Nashville, Tennessee 37212
Phone:615-541-1842 | Fax: 615-647-0672

Account Statement

Prepared for Jeff Fenton

Re: FENT-1162: Fawn [redacted] Fenton v. Jeff Fenton

Previous Balance	$1,275.00
Current Charges	$7,325.00
New Balance	$8,600.00
Adjustments	$0.00
Payments	($1,000.00)
Now Due	$8,600.00
Trust Account	$0.00

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - L

RE: Fenton v Fenton Case# 48419B
337

LAW OFFICES OF CHARLES M. DUKE, PLLC

Tax I. D. Number 82-1988828
1200 Villa Place; Suite 201
Nashville, Tennessee 37212
Phone:615-541-1842 | Fax: 615-647-0672

INVOICE

Jeff Fenton
1986 Sunnyside Drive
Brentwood, Tennessee 37027

Invoice Date: August 28, 2019
Invoice Number: 10090
Invoice Amount: $7,325.00

Matter: FENT-1162: Fawn [redacted] Fenton v. Jeff Fenton

Attorney's Fees

8/1/2019	Preparation for and participation in hearing on plaintiff's Order of Protection and plaintiff's Motion to Sell Marital Residence, including pre-hearing review of file to prepare, pre-hearing meeting with Jeff and Mitchell to prepare, appearance in Court and answering of docket, multiple meetings with Virginia Story, Jeff and Mitchell Re. Possible agreements and resolution, Order of Protection resolved, motion not, hearing on Motion to Sell through Chancellor Binkley's ruling, post-hearing meeting with Jeff and Mitchell Re. Ruling and outcome, et al	M.D.	5.80	$1,450.00
8/1/2019	Receipt & Review EM from Jeff Re. Questions concerning date to file Answer,e t al	M.D.	.10	$25.00
8/2/2019	Conference with Rachel & Mitchell Re. EM from Jeff regarding contacting Judge Binkley and the media, response to same, et al	M.D.	.20	$50.00
8/2/2019	EM Exchanges with Jeff & Mitchell Re.Jeff's threatening to write to Judge Binkley, et al	M.D.	.30	$75.00
8/2/2019	Receipt & Review EM Exchanges between Rachel & Jeff Re. Invoices and payment of same	M.D.	.20	$50.00
8/2/2019	Receipt & Review EM Exchanges between Mitchell & Jeff Re. Contacting Court, advising not to, confirming PC, et al	M.D.	.90	$225.00
8/2/2019	Receipt & Review EM from Jeff Re. Foreclosure, et al	M.D.	.10	$25.00
8/2/2019	Receipt & Review EM from Heidi Re. Forwarding	M.D.	.10	$25.00

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	draft Order from hearing			
8/2/2019	Receipt & Review EM from Virginia Re. Forwarding list of personal property that Fawn Fenton would like for home, et al	M.D.	.10	$25.00
8/2/2019	Receipt & Review EM from Jeff Re. Responding regarding invoices received and payment of same, notice to tenants to move out, et al	M.D.	.80	$200.00
8/2/2019	Receipt & Review EM from Jeff Re. Audio recording of hearing	M.D.	.10	$25.00
8/2/2019	Receipt & Review EM from Jeff Re. Explaining his Facebook post	M.D.	.10	$25.00
8/5/2019	Receipt & Review draft Ex Parte Order to Sell Real Property, et al	M.D.	.20	$50.00
8/5/2019	Receipt & Review Jeff's threatening Facebook Post from 8-3-19	M.D.	.10	$25.00
8/5/2019	EM Exchanges with Jeff Re. Discussion of his FB post and his mother's request to take it down, et al	M.D.	.50	$125.00
8/5/2019	EM Exchanges with Jeff Re. Reporting of PC with Trinity Claud, advising there is no definite date to file an Answer, et al	M.D.	.50	$125.00
8/5/2019	EM Exchanges with Jeff Re. Forwarding list of personal property requested by Fawn Fenton, questions concerning setting walk-through, et al	M.D.	.20	$50.00
8/5/2019	Receipt & Review EM from Jeff Re. Does not want to sign anything related to sale of residence	M.D.	.10	$25.00
8/5/2019	EM Exchanges with Jeff Re. Forwarding Ex Parte Order of Protection and my EM to Story authorizing signing and filing, et al	M.D.	.20	$50.00
8/5/2019	Receipt & Review EM from Jeff Re. Advising his tenants will not be away form the home until end of August, advising he will not allow anyone on property without him being present, threatening adverse action against anyone who does not honor this, et al	M.D.	.20	$50.00
8/5/2019	EM Exchanges with Virginia & Heidi Re. Approving draft Ex Parte Order of Protection for filing, et al	M.D.	.10	$25.00
8/5/2019	EM Exchanges with Virginia & Heidi Re. Forwarding Jeff's Facebook posts from 8-3, advising of review of same, advising of PC with Claud regarding status of firearms and inaccessibility by Jeff, et al	M.D.	.20	$50.00
8/6/2019	EM Exchanges with Heidi Re. Ex Parte Order of Protection filed with Court	M.D.	.10	$25.00
8/6/2019	EM to Jeff Re. Forwarding Ex Parte Order of Protection filed with the Court	M.D.	.10	$25.00
8/6/2019	Receipt & Review Ex Parte Order of Protection filed with the Court	M.D.	.10	$25.00
8/6/2019	Receipt & Review EM from Susan Murillo, Court Reporter Re. Forwarding invoice for 1/2 of per diem for 8-1-19 hearing	M.D.	.10	$25.00

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8/6/2019	Receipt & Review invoice from Murillo for 1/2 of per diem for hearing of 8-1-19	M.D.	.10	$25.00
8/6/2019	EM to Jeff Re. Forwarding EM from Murillo and court reporting invoice for payment	M.D.	.10	$25.00
8/6/2019	Review of file and draft of Motion to Withdraw	M.D.	.80	$200.00
8/6/2019	LT Elaine Beeler, Clerk & Master Re. Forwarding Motion to Withdraw for filing, et al	M.D.	.40	$100.00
8/6/2019	Receipt & Review EM from Heidi Re. Forwarding Order Extending Ex Parte Order of Protection field with the Court per the Clerk's request	M.D.	.10	$25.00
8/6/2019	Receipt & Review Order Extending Ex Parte Order of Protection and setting hearing on same for 8-29-19	M.D.	.10	$25.00
8/6/2019	EM Exchanges with Jeff Re. Forwarding Motion to Withdraw, questions concerning contact with Story pending hearing on motion, et al	M.D.	.30	$75.00
8/6/2019	EM Exchanges with Jeff Re. Court reporting invoice, fax filing fees to Clerk and payment of same, et al	M.D.	.30	$75.00
8/6/2019	EM Exchanges with Jeff Re. Resetting of hearing on OOP, reasons for same, et al	M.D.	.30	$75.00
8/6/2019	EM Exchanges with Virginia Re. Motion to Withdraw, hearing date for same, Motion to Waive Mediation, et al	M.D.	.20	$50.00
8/6/2019	Receipt & review EM Exchanges between Rachel & Jeff Re. Payment of retainer and amounts left owed, Motion to Withdraw, et al	M.D.	.90	$225.00
8/12/2019	EM Exchanges with Jeff Re. Forwarding proposed Listing Contract, responding to same, et al	M.D.	.80	$200.00
8/12/2019	EM Exchanges with Jeff Re. Forwarding EM from Story regarding walk through, discussion of same, et al	M.D.	.20	$50.00
8/12/2019	Receipt & Review EM from Jeff Re. Responding regarding possibility of the Clauds monitoring walk through, his terms for same, et al	M.D.	.10	$25.00
8/12/2019	Receipt & Review EM from Jeff Re. Legal Abuse, Chance at Fair Trial, et al	M.D.	.30	$75.00
8/12/2019	Receipt & Review EM from Jeff Re. Walk through protocol proposal	M.D.	.20	$50.00
8/12/2019	EM Exchanges with Virginia Re. Proposed Listing Agreement, advising I have passed same on to Fenton to review, et al	M.D.	.20	$50.00
8/13/2019	Receipt & Review EMs from Virginia Re. Forwarding proposed Listing Contract, requesting response regarding walk-through, et al	M.D.	.20	$50.00
8/13/2019	Receipt & Review EM from Jeff Re. Responding regarding requested walk-through, his proposal for procedure for same, et al (copied to Virginia Story)	M.D.	.30	$75.00
8/13/2019	Receipt & Review Order Extending Ex Parte Order of Protection entered by Judge Binkley	M.D.	.10	$25.00
8/13/2019	Receipt & Review EM from Jeff Re. CRS Map	M.D.	.10	$25.00

8/13/2019	Receipt & Review EM form Amy Hardy in the Clerk's office Re. Forwarding Order Extending Ex Parte Order of Protection entered by Judge Binkley	M.D.	.10	$25.00
8/14/2019	Receipt & Review EM Exchanges between Heidi & Amy Re. Advising Judge Binkley has not entered the Agreed Order to Sell	M.D.	.10	$25.00
8/14/2019	Receipt & Review EM from Jeff Re. Bobcats & Coyotes	M.D.	.10	$25.00
8/14/2019	EM Exchanges with Virginia Re. Proposed dates for walk-through, receipt of EMs from Fenton, attempting to schedule walk-through for today, et al	M.D.	.70	$175.00
8/14/2019	EM to Jeff Re. Forwarding EM Exchanges with Virginia regarding his contact with her and request to have walk-through today, et al	M.D.	.20	$50.00
8/14/2019	PC with Virginia Re. Discussion of efforts to contact Fenton regarding walk-through, et al	M.D.	.10	$25.00
8/14/2019	Receipt & Review Ex Parte Order of Protection Extended Pending Final Hearing & Order Granting Motion to Sell Marital Residence entered by Judge Binkley	M.D.	.10	$25.00
8/14/2019	Receipt & Review EM from Amy Hardy Re. Forwarding Ex Parte Order Extending Order of Protection entered by Judge Binkley	M.D.	.10	$25.00
8/15/2019	Receipt & Review EM from Jeff Re. Responding regarding efforts to set walk-through, et al	M.D.	.80	$200.00
8/15/2019	EM Exchanges with Jeff Re. Possibility of resetting walk-through for later today, et al	M.D.	.40	$100.00
8/15/2019	EM Exchanges with Virginia Re. No contact from Fenton regarding 8-14 walk-through, following up on VM regarding setting today, et al	M.D.	.20	$50.00
8/15/2019	Receipt & Review Certification of Compliance with TRCP 5.02 filed by Story	M.D.	.10	$25.00
8/15/2019	Receipt & Review EM from Jeff and photo of check sent to pay court reporting invoice	M.D.	.10	$25.00
8/15/2019	Receipt & Review Wife's Motion for Violation of Ex Parte Order of Protection and for Date Certain for Walk-Through	M.D.	.20	$50.00
8/15/2019	Receipt & Review EM from Heidi Re. Forwarding copy of Wife's Motion for Violation and Certification of Compliance filed with the Court	M.D.	.10	$25.00
8/15/2019	EM Exchanges with Jeff Re. Status of re-setting walk-through	M.D.	.10	$25.00
8/20/2019	Receipt & Review EM from Jeff Re. Confirming he has paid fax filing fees with the Clerk	M.D.	.10	$25.00
8/20/2019	EM Exchanges with Virginia, Mitchell & Tommy Anderson Re. Further discussion of setting walk-through, setting same for 8-20-19 at 3:00, et al	M.D.	.70	$175.00
8/20/2019	Receipt & Review EM from Jeff Re. Confirming he will be away from the home for the 8-20-19 walk-through, discussion of TV requested by Fawn to be returned, et al	M.D.	.20	$50.00

8/20/2019	Receipt & Review EM Exchanges between Mitchell & Jeff Re. Setting PC to discuss several pending matters, re-sending copy of Order to Sell, et al	M.D.	.20	$50.00
8/20/2019	Receipt & Review EM from Jeff Re. Motion to Quash OP	M.D.	.10	$25.00
8/20/2019	Receipt & Review EMs from Jeff Re. Walk-through, responding regarding Motion for Violation of OP, et al	M.D.	.30	$75.00
8/20/2019	EM Exchanges with Jeff Re. Agreeing to set walk-through for 8-20-19	M.D.	.10	$25.00
8/20/2019	Receipt & Review EM Exchanges between Mitchell & Jeff Re. Motion for Default in BCS matter, et al	M.D.	.40	$100.00
8/20/2019	Receipt & Review EMs from Jeff Re. Discussion of request to set walk-through on 8-20-19, threatening to sue, et al	M.D.	.70	$175.00
8/20/2019	Receipt & Review EM Exchanges between Anderson & Story Re. Advising who from Story's office is attending walk-through	M.D.	.10	$25.00
8/20/2019	Preparation for and appearance at Fenton residence for walk-through with Ms. Fenton, Katie Yarbrough and Tommy Anderson (includes travel)	M.D.	2.20	No Charge
8/20/2019	Receipt & review EM from Mitchell to Jeff Re. Advising walk-through is complete	M.D.	.10	$25.00
8/21/2019	EM Exchanges with Tommy & Virginia Re. Signing Listing Agreement	M.D.	.20	$50.00
8/21/2019	EM Exchanges with Jeff Re. Reporting on outcome of walk-through, forwarding Listing Agreement to review and sign, sale of TV, et al	M.D.	.30	$75.00
8/21/2019	Receipt & Review proposed Listing Agreement for 1986 Sunny Side	M.D.	.20	$50.00
8/22/2019	EM Exchanges with Virginia & Tommy Re. Walk-through, proposed Listing Agreement, et al	M.D.	.40	$100.00
8/22/2019	EM Exchanges with Virginia & Tommy Re. Advising Fawn Fenton has signed Listing Agreement, et al	M.D.	.10	$25.00
8/22/2019	Receipt & Review EM from Heidi Re. Forwarding copy of Listing Agreement signed by Fawn Fenton	M.D.	.10	$25.00
8/22/2019	Receipt & Review Listing Agreement signed by Fawn Fenton	M.D.	.10	$25.00
8/23/2019	Receipt & Review EM Exchanges between Susan Murillo & Jeff Fenton Re. Transcript from hearing on 8-1-19, et al	M.D.	.30	$75.00
8/23/2019	EM Exchanges with Jeff Re. Requesting he review Listing Agreement, advising Ms. Fenton has signed, et al	M.D.	.50	$125.00
8/23/2019	Receipt & Review EM from Jeff Re. Default on $100,000.00 of debt	M.D.	.10	$25.00
8/23/2019	Receipt & Review EM from Jeff Re. Advising the Clerk does not have an audio recording of the hearing of 8-1-19	M.D.	.10	$25.00
8/23/2019	Receipt & Review EM Exchanges between Murillo	M.D.	.30	$75.00

	& Fenton Re. Further discussion of transcript from 8-1-19 hearing, cost of same, et al			
8/26/2019	Receipt & Review Em from Jeff to Elaine Beeler & Virginia Story Re. Requesting extension to file responses to pending motions	M.D.	.10	$25.00
8/26/2019	EM Exchanges with Jeff Re. Forwarding Listing Agreement, his review of same and questions concerning, response to same, Jeff's response advising he will not sign, et al	M.D.	.60	$150.00
8/26/2019	Receipt & Review EM from Heidi Re. Forwarding LF Story regarding items of property requested by Ms. Fenton, et al	M.D.	.10	$25.00
8/26/2019	Receipt & Review LF Story Re. Items of property requested by Ms. Fenton, questions concerning TV and dehumidifier, et al	M.D.	.10	$25.00
8/27/2019	EM Exchanges with Virginia Re. Advising Fenton has not signed Listing Agreement, et al	M.D.	.10	$25.00
8/27/2019	EM Exchanges with Jeff Re. Forwarding LF Story regarding personal property, responding regarding same, et al	M.D.	.40	$100.00
8/28/2019	Preparation of Order Granting Motion to Withdraw	M.D.	.60	$150.00
8/28/2019	Revisions to and finalizing of Notice to forward to Jeff Fenton for filing advising the Court he is proceeding pro se	M.D.	.20	$50.00
8/28/2019	EM Exchanges with Jeff & Mitchell Re. Auctioneer's information	M.D.	.10	$25.00
8/28/2019	EM Exchanges with Virginia & Mitchell Re. Draft Order to Withdraw	M.D.	.10	$25.00
8/28/2019	EM to Jeff Re. Forwarding Notice for his review and filing	M.D.	.10	$25.00
SUBTOTAL:			31.50	$7,325.00

Costs

SUBTOTAL:		$0.00

Matter Ledgers

8/2/2019	Balance before last invoice	($2,000.00)
8/2/2019	Invoice 10085	$4,275.00
8/11/2019	RSL Check #1448	($1,000.00)
8/28/2019	Invoice 10090	$7,325.00
SUBTOTAL:		$8,600.00

Trust Account

8/28/2019	Previous Balance	$0.00
Available in Trust:		$0.00

343

TOTAL $7,325.00
PREVIOUS BALANCE DUE $1,275.00

CURRENT BALANCE DUE AND OWING $8,600.00

344

8/28

SCHAFFER
LAW FIRM PLLC

1200 Villa Place Suite 200
Nashville, TN 37212
Phone: (615) 712-6394 | Fax: (615) 647-0672

Account Statement

Prepared for Jeff Fenton
Re: Fenton v. Fenton

Previous Balance	$390.12
Current Charges	$2,189.27
New Balance	$2,579.39
Adjustments	($2,000.00)
Payments	$0.00
Now Due	$2,579.39
Trust Account	$0.00

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1200 Villa Place Suite 200
Nashville, TN 37212
Phone: (615) 712-6394 | Fax: (615) 647-0672

INVOICE

Jeff Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

Invoice Date: August 28, 2019
Invoice Number: 11955
Invoice Amount: $2,189.27

Matter: Fenton v. Fenton

Attorney's Fees

8/2/2019	Review Jeff's email RE writing to Judge Holt and Local Media; Discuss same with Rachel Schaffer Lawson and Marty Duke; Email to Jeff advising not to contact Judge and/or media and reserving right to withdraw as counsel.	M.M.	.70	$136.50
8/2/2019	Review Jeff's email RE writing to Judge Holt and Local Media; Discussions/emails RE same with Rachel Schaffer Lawson and Marty Duke; Email to Jeff advising not to contact Judge and/or media and reserving right to withdraw as counsel.	M.M.	.70	$136.50
8/5/2019	Review email from Virginia Story RE Jeff's Facebook posts on 8/3 or 8/4; Phone call to Ms. Story's office and discuss situation with assistant Heidi Macy; Draft email response to Ms. Story (not sent); Phone call with Jeff Fenton RE Facebook post, whereabouts of firearms, Jeff's ability to access to firearms, consequences of proceeding pro se, consequences of refusing to cooperate with auction; Phone call with Martha Fenton RE Jeff's emotional and mental state, Jeff's legal options for remainder of case, motion to withdraw and consequences of proceeding pro se; Discuss all with Marty Duke and	M.M.	3.00	$585.00

	request Marty contact Jeff's friend, Larry Claud, to confirm Jeff's firearms are secure and inaccessible to Jeff and send follow up email to Ms. Story RE same.			
8/6/2019	Review draft Motion to Withdraw, revise and send same to Marty for filing.	M.M.	.20	$39.00
8/6/2019	Review emails from Heidi Macy RE filed Ex Parte Order of Protection and Order Extending Ex-Parte/Temporary Order of Protection; Discuss same with Marty Duke (concerning review date of 8/29/19).	M.M.	.30	$58.50
8/6/2019	Review email from Jeff RE continued representation and discuss response with RSL	M.M.	.20	$39.00
8/13/2019	Review emails from Jeff; Text conversation with Marty Re same and how to proceed with auction of house; Discussion with Landon Re protective action	M.M.	.60	$117.00
8/14/2019	Phone call with Marty to discuss response and advice to Jeff Re Fawn and Virginia visiting home; Review Marty's draft email Re same and approve; Discuss with Landon and Marty potential Motion to Appoint a Guardian Ad Litem	M.M.	.40	$78.00
8/15/2019	Review Motion for Violation of Court Order; Draft email to Jeff Re same	M.M.	.70	$136.50
8/16/2019	Review correspondence between Marty and Virginia Re rescheduling Fawn's walk-through of house	M.M.	.10	$19.50
8/19/2019	Review emails from Jeff Re appealing default judgments and responding to pending motions; Discuss same with Landon; Draft response email to Jeff; Call with Jeff Re scheduling walk-through, appealing default judgments, explaining order of protection standards and court orders to date, discuss responding to pending motions and confirming Jeff will proceed pro se; Discuss same with Marty and outline acknowledgment for Jeff to sign	M.M.	3.00	$585.00
8/22/2019	Draft Acknowledgment Re Jeff proceeding pro se	M.M.	1.00	$195.00
8/27/2019	Motion draft	L.B.	.20	No Charge
SUBTOTAL:			11.10	$2,125.50

Costs

8/28/2019	Payment convenience fee	$63.77
SUBTOTAL:		$63.77

Matter Ledgers

8/2/2019	Balance before last invoice	$0.00
8/2/2019	Invoice 11940	$2,390.12
8/3/2019	(Adjustment) Retainer on Acct	($2,000.00)
8/28/2019	Invoice 11955	$2,189.27
SUBTOTAL:		$2,579.39

Trust Account

8/28/2019	Previous Balance	$0.00
Available in Trust:		$0.00

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TOTAL: $2,189.27
PREVIOUS BALANCE DUE: $390.12
CURRENT BALANCE DUE AND OWING: $2,579.39

8/2

LAW OFFICES OF CHARLES M. DUKE, PLLC

Tax I.D. Number 82-1988828
1200 Villa Place; Suite 201
Nashville, Tennessee 37212
Phone:615-541-1842 | Fax: 615-647-0672

Account Statement

Prepared for Jeff Fenton

Re: FENT-1162: Fawn [redacted] Fenton v. Jeff Fenton

Previous Balance	$0.00
Current Charges	$4,275.00
New Balance	$4,275.00
Adjustments	**$0.00**
Payments	**($2,000.00)**
Now Due	$2,275.00
Trust Account	$0.00

349

8/2

SCHAFFER
LAW FIRM PLLC

1200 Villa Place Suite 200
Nashville, TN 37212
Phone: (615) 712-6394 | Fax: (615) 647-0672

Account Statement

Prepared for Jeff Fenton
Re: Fenton v. Fenton

Previous Balance	$0.00
Current Charges	$2,390.12
New Balance	$2,390.12
Adjustments	$0.00
Payments	$0.00
Now Due	$2,390.12
Trust Account	$0.00

... 350



1200 Villa Place Suite 200
Nashville, TN 37212
Phone: (615) 712-6394 | Fax: (615) 647-0672

INVOICE

Jeff Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

Invoice Date: August 02, 2019
Invoice Number: 11940
Invoice Amount: $2,390.12

Matter: Fenton v. Fenton

Attorney's Fees

7/26/2019	Review emails and files from Jeff Fenton (10 emails x. 0.1hr); Discuss same with Marty Duke (0.3)	M.M.	1.30	$253.50
7/29/2019	Review and revise Response to Motion to Auction Real Property; Review emails and attachments from Jeff Fenton.	M.M.	1.70	$331.50
7/29/2019	Review emails and files from Jeff Fenton (9 emails x. 0.1hr); In-depth review of Motion to Auction Real Property and Motion for Order of Protection (0.6)	M.M.	1.50	$292.50
7/29/2019	Call with Brittany Gates (prior counsel) to discuss case background information and documents pertinent to responding to pending motions.	M.M.	.60	$117.00
7/30/2019	Review lengthy emails and files from Jeff Fenton (14 emails x. 0.1hr + 0.5 for "Divorce Synopsis" email and attachments); Respond to Jeff emails and send request for Jeff to submit job applications (4 x 0.1hr).	M.M.	2.30	$448.50
7/31/2019	Email to Jeff rescheduling meeting (not billed)	M.M.	.10	No Charge
8/2/2019	Attend hearing on Motions for Order of Protection and to Auction Real Property	M.M.	4.50	$877.50
SUBTOTAL:			12.00	$2,320.50

Costs		
8/2/2019	Payment convenience fee	$69.62
SUBTOTAL:		$69.62
Matter Ledgers		
8/2/2019	Invoice 11940	$2,390.12
SUBTOTAL:		$2,390.12
Trust Account		
8/2/2019	Previous Balance	$0.00
Available in Trust:		$0.00

TOTAL: $2,390.12
PREVIOUS BALANCE DUE: $0.00
CURRENT BALANCE DUE AND OWING: $2,390.12

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SCHAFFER LAW FIRM PLLC

Payment Receipt

$1,000.00

Schaffer Law Firm PLLC
1200 Villa Place
Suite 200
Nashville, Tennessee 37212
(615) 712-6394

Account Holder
Marsha Fenton
1986 Sunny Side Drive
Brentwood, Tennessee 37027

Payment Summary

Account:	eCheck TR	**Amount Paid:**	$1,000.00
Reference:	Fenton V Fenton	**Payment Method:**	eCheck Via THE STATE BANK
		Account Number:	****8032
		Auth Code:	dEgc7gqauY3Y3Tad
		Payment Date:	August 05, 2019 11:45 pm
		Transaction Id:	22686623

Signature



By signing above, I confirm that I am an authorized user of the account being used for this transaction and understand and agree to the terms and conditions of this payment. I also agree to pay and, specifically, authorize to charge my account for the services provided. I further agree that in the event my account becomes invalid, I will provide a new valid account upon request, to be charged for the payment of any outstanding balances owed.

PROCESSING BY LAWPAY.COM

www.schafferlawfirmtn.com
rachel@schafferlawfirmtn.com

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SCHAFFER LAW FIRM PLLC

Payment Receipt

$4,000.00

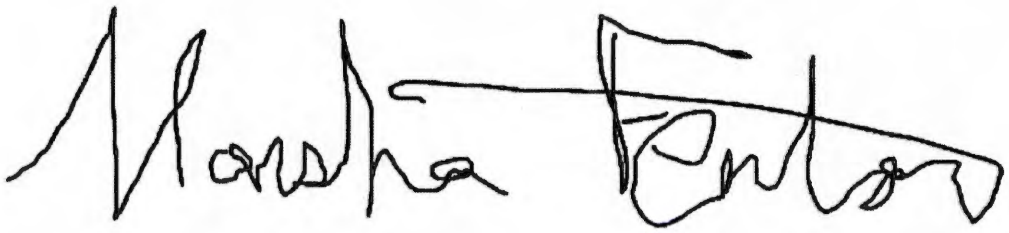
Schaffer Law Firm PLLC
1200 Villa Place
Suite 200
Nashville, Tennessee 37212
(615) 712-6394

Account Holder
Marsha Fenton
1986 Sunny Side Drive
Brentwood, Tennessee 37027

Payment Summary

Account:	eCheck TR	**Amount Paid:**	$4,000.00
Reference:	Fenton v. Fenton Divorce (Initial Retainer - $1k TBP Next Week)	**Payment Method:**	eCheck Via THE STATE BANK
		Account Number:	****8032
		Auth Code:	M1cWugdENgwyeJt6
		Payment Date:	July 26, 2019 04:08 pm
		Transaction Id:	22426656

Signature



By signing above, I confirm that I am an authorized user of the account being used for this transaction and understand and agree to the terms and conditions of this payment. I also agree to pay and, specifically, authorize to charge my account for the services provided. I further agree that in the event my account becomes invalid, I will provide a new valid account upon request, to be charged for the payment of any outstanding balances owed.

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www.schafferlawfirmtn.com
rachel@schafferlawfirmtn.com

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Jeff Fenton

WILLIAMSON COUNTY
CLERK & MASTER
2019 AUG 29 AM 9:24
FILED FOR ENTRY_____

From: Charles M. Duke <marty@mdukelaw.com>
Sent: Monday, August 12, 2019 2:44 PM
To: Jeff Fenton
Subject: FW: Fenton Auctioneer listing agreement
Attachments: 1957_001.pdf

Categories: 5-Email: Present to Court

Jeff:

Good afternoon. I hope you had a nice weekend. Please see the attached and the emails below. Please review and advise.

Thanks. Have a good afternoon.
Marty

From: Virginia Story <virginia@tnlaw.org>
Sent: Monday, August 12, 2019 10:46 AM ← DEADLINE PER COURT ORDER WAS THE 11TH
To: Charles M. Duke <marty@mdukelaw.com>; Mitchell Miller (mitchell@schafferlawfirmtn.com) <mitchell@schafferlawfirmtn.com>
Cc: Heidi Macy <Heidi@tnlaw.org>
Subject: FW: Fenton Auctioneer listing agreement

Marty/Mitchell,

Would you please go over this with Mr. Fenton and see if it meets with his approval.

Also, may we do the walk through on the dates and times I sent to you – 8/13 Tuesday at 2:30 or 8/14 Wednesday at 2:30?

Thanks,
Virginia

Story Abernathy & Campbell
PLLP LAW ASSOCIATION OF ATTORNEYS

EXIBIT 'X'

Virginia Lee Story
Attorney at Law
136 Fourth Avenue South
Franklin, TN 37064
(615) 790-1778
(615) 790-7468 fax
Virginia@tnlaw.org

***Note** This e-mail contains PRIVILEGED and CONFIDENTIAL information intended only for the use of the specific individual or entity named above. If you or your employer is not the intended recipient of this e-mail, or an employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any unauthorized dissemination or copying of this e-mail or the information contained in it is strictly prohibited. If you have received this e-mail in error, please immediately notify the person named above at once by telephone. Thank you.*

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Monday, August 12, 2019 10:47 AM
To: pmarlin@mcarthursanders.com; Virginia Story <virginia@tniaw.org>
Subject: Fwd: Attached Image

Pat & Virginia,
Please open attached proposal & listing agreement. Thank you for the opportunity to submit.

Sincerely,

Tommy Anderson, Broker/Realtor/Auctioneer
HND Realty
www.HNDREALTY.COM
(615) 969-5819

--------- Forwarded message ---------
From: <hndcopier@gmail.com>
Date: Mon, Aug 12, 2019 at 10:32 AM
Subject: Attached Image
To: Tommy Anderson <tom@tommyanderson.us>

FILED
COUNTY
CLERK & MASTER

2019 AUG 29 AM 9:23

WELCOME TO OUR HOME! WE ARE GLAD YOU ARE HERE!

FILED FOR ENTRY

We ask that everyone who accepts our hospitality (by entering our home) **please adhere to our HOUSE RULES,** for the benefit of both your experience here and ours, to honor our time together, as well as our relationships with you.

1.) **Respect each other's religions.** We are Christians, we believe in God and that Jesus is our Lord and Savior. You are welcome to have different beliefs than us! We have no desire or agenda to push our religious or world views upon you, we just ask that you please have the same consideration and respect for us. We do also ask that you please not perform any non-Christian religious rituals while on our property.

2.) **Maintain peace and emotional safety.** This home is Fawn and Jeff's own little paradise, our small piece of Heaven on Earth, our place to escape from all the harsh ugliness, stress, judgment, competition of the world. We ask that you please help protect the emotional climate in our home during your visit, and we shall try to do the same.
   a. By accepting our hospitality, we ask that you not judge or be critical of our lifestyle. We prefer not to hear recommendations, sarcasm, or rude comments about how you believe that we should or could do things better.
   b. Specifically, if anyone staying with us for less than a week finds it necessary to clean any portion of our home which obviously hadn't been cleaned or dusted before your visit, this will be interpreted as a critical and rude act. (This does not include helping out with daily tidying like cleaning the dishes, doing your laundry, or picking-up after yourself in the bathroom; all of those acts are appreciated.)
   c. Similarly, to speak critically about one of us to the other, is to inject poison into the heart of the one that you love. Life is challenging enough without this, so please try to refrain, as we shall likewise.

3.) **Please supervise your children.** We do not have a child-friendly house, and we don't know how to watch over kids (our critters are our only "kids!")
   a. Please supervise children, not as you would in your own home (which is probably already a child-friendly environment), but as needs to be done in our home, so that nothing is damaged or moved.
   b. We specifically do not want any running and wrestling in our home. If your kids need to burn off some energy, you are welcome to take them outside, and you are responsible for their oversight, care, and safety at all times.

4.) **Respect our pets and wild animals.** We love our pets as though they were our children, and our yard is a haven for all sorts of wild creatures. Animals are not toys; they are living, breathing, creatures with emotions and free will. This house and property is their home.
   a. Please ask permission before attempting to handle or feed any of our pets.
   b. Please show respect for the animal's feelings while handling.
   c. Do not chase or harass any wild animals (including insects, lizards, or anything you might consider "vermin"); they are given free-reign to live outside our home, and if found inside, please notify us so that we can safely relocate them.
   d. Visiting pets who are staying with us will be accommodated to the maximum extent that we reasonably can, but will not be allowed if they are destructive or distressing to the animals who live here.

5.) **We prefer that our families stay at our home when visiting Nashville,** because we'll get to spend a lot more down-time together than if you stay at a local hotel. At the same time, we also acknowledge and understand that is only a healthy choice (for everyone involved) when you are satisfied with and can accept our hospitality as it is provided, while respecting these "House Rules" (our personal boundaries) for the emotional benefit and protection of all involved. We hope that our home will remain a safe place, for many fond family memories through the years ahead!

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - Z

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RE: Fenton v Fenton **Case# 48419B**

3/13/18, 5:42 PM to Fawn Fenton

Hello.

3/13/18, 5:42 PM from Fawn Fenton

Hello.

3/13/18, 5:51 PM from Fawn Fenton

Sad day today.
I want divorce.
Met with lawyer to fill out papers.
Are you going to let me come home?
Will you damage property?
I sorry.

3/13/18, 5:52 PM to Fawn Fenton

I would like for you to write on paper, everything that you expect for me to do, over the next 90 days, with specific realistic benchmarks, and then sign it.

That way it will end the emotional cyclone, whereby no matter what I do, it is never good enough for you.

Or what happens often, and is even worse, you charge me with a massive task in lieu of "working", then a very short while later you breathe hatred towards me, because I'm not "working" a "regular job".

You flip and flop back and forth, between telling me that you'd be pissed if I got a job this year, because so many other things like the finances, you claim are more important.

Then a day or two later, before I can get much traction, you do a complete 180 and curse me for not "working", and you and your family treat me like a "leach".

I need a very clear list of your expectations of me, along with a reasonable amount of time to complete them in, with your signed commitment that is "my share" for those 90 days. Please!

After which, maybe we'll try the same for another 90 days.

3/13/18, 5:54 PM to Fawn Fenton

Sad day for me too. I filed the deed and registered my car in my name again.

3/13/18, 5:55 PM to Fawn Fenton

I'm never going to hurt you. That's the craziest thing that I've ever heard!

3/13/18, 5:58 PM from Fawn Fenton

That's good, ty.
If I come home are you going to yell at me all evening?

3/13/18, 5:58 PM to Fawn Fenton

I just hope you didn't try to file for an "at fault" divorce, using lies and exaggerating threats, because then I'll have no choice but to tell the truth about everything.

The truth is the only context in which my side of the story makes any sense. No matter how much I want to protect you from the consequences of what you have clearly chosen to do... repeatedly... "buying the lie".

3/13/18, 5:59 PM to Fawn Fenton

That breaks my heart!

3/13/18, 6:02 PM to Fawn Fenton

I guess we know what you spent your Christmas bonus on...

3/13/18, 6:03 PM to Fawn Fenton

No, I won't yell.

3/13/18, 6:03 PM from Fawn Fenton

You and I both tell the truth. This is not about "believing the lie". It's because I can't live with the conflict any more.

3/13/18, 6:04 PM from Fawn Fenton

No I did not spend Christmas bonus on anything.

3/13/18, 6:04 PM from Fawn Fenton

My heart is broken too.

3/13/18, 6:05 PM to Fawn Fenton

It's about money Fawn... I hope you applied for a no fault divorce, instead of trying to blame me.

3/13/18, 6:07 PM from Fawn Fenton

No it's not.
That's why this is un-resolvable.... you've made up your mind what the "truth" is, and you'll never believe me. You can't see.

3/13/18, 6:08 PM to Fawn Fenton

If you were trying to apply for an order of protection and kick me out of my own house than that it is completely unfair I hope that's not what you're doing

3/13/18, 6:11 PM to Fawn Fenton

If you want a divorce, then you will get one. I'm no longer interested in reconciling with you, now that I truly understand how deeply your heart has betrayed me.

3/13/18, 6:11 PM from Fawn Fenton

Not yet. No clear physical threats.
I am afraid of you, though, the yelling and verbal assaults affect me terribly.

3/13/18, 6:13 PM from Fawn Fenton

I f'd up and left my pod plugged in last night, and you found it and deleted a bunch of stuff. You read through my other docs?

3/13/18, 6:14 PM to Fawn Fenton

You have no reason to ever be afraid of me. All that I've tried to do is to protect you and help you reach the desires of your heart.

Any frustration I experienced, was because I had no idea, that you made your mind up months ago! And had already told others that you were divorcing me, while still lying to me, telling me that if I did xyz... we still had a chance.

3/13/18, 6:14 PM to Fawn Fenton

More than anything I feel completely betrayed.

3/13/18, 6:15 PM to Fawn Fenton

Not betrayed angry, just betrayed heart broken, that you've been so two-faced with me. That I was the last one to find out.

3/13/18, 6:17 PM to Fawn Fenton

You told me that you only went to one lawyer for one free consultation, when you schemed behind my back, to hit me as hard as you could, at my lowest possible point.

3/13/18, 6:17 PM to Fawn Fenton

It's like I don't even know you anymore.

3/13/18, 6:18 PM from Fawn Fenton

Yes, I'm so sorry, I did betray you. I have not made up my mind for months, though... I made up my mind on Feb 13, after we got in the fight over my car damage, and I saw how you absolutely would not tolerate me yelling back at you. After that (and the next day) I felt there is no hope, yelling is the only tool you have.

3/13/18, 6:21 PM to Fawn Fenton

That's so unfair! You intentionally, cognitively, chose to push me to my very edge, like some sort of intellectual experiment, then use the results to rationalize betraying me. I don't know who you are, except to look at your family.

You're certainly not the person that I fell in love with, or someone who has even shown me love in a long, long time.

3/13/18, 6:21 PM from Fawn Fenton

I was never planning to "hit you as hard as I could". I originally thought we could come to an agreement for a divorce. But after the car incident, you came completely unglued... texts... emails.... I got genuinely scared of you. I wanted only to keep the peace, because I felt like I didn't know you any more (either) and I didn't know what you were capable of.

3/13/18, 6:23 PM to Fawn Fenton

I need to drive, by cool springs, got emissions control test, went to register of deeds, went to county clerk, looking into opening a safe deposit box, I took your key last night and I no longer want you accessing my PO Box, ever please.

3/13/18, 6:24 PM from Fawn Fenton

I didn't "intentionally cognitively push you to the edge". I honestly didn't know how you would react... i hoped it would make you take a step back to see how damaging and fruitless yelling is.

3/13/18, 6:24 PM to Fawn Fenton

Now I need some money to hire an attorney.... we were SO close.... this is going to cost us both SO much....

3/13/18, 6:27 PM from Fawn Fenton

I know, may cost me everything. But I've decided it's worth it to get away from constantly having conflict at home. I cannot live this way.

3/13/18, 6:27 PM to Fawn Fenton

Fawn, be honest, you cognitively chose to physically escalate confrontations with me for a few months, because you had some crazy idea that would make me back down, when you KNOW that is the exact opposite of how I react to physical threats, getting in my face shouting, pointing, etc... it was all a big science experiment for you.

3/13/18, 6:28 PM to Fawn Fenton

I've told you a hundred times that my heart will do ANYTHING for you, but that you'll never BEAT anything out of me! That's not how I'm wired.

3/13/18, 6:29 PM from Fawn Fenton

No, see, I am being honest but you don't believe me. You've decided what the "truth" is, and nothing I say can convince you otherwise.

3/13/18, 6:30 PM from Fawn Fenton

I am always the deceitful liar, and you know the "truth". The End.

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3/13/18, 6:31 PM to Fawn Fenton

I'm merely repeating what you told me, almost verbatim... about your science experiment of escalating conflict to see if I would back down.

I believe in the end, you're telling the truth about conflict being what you hate the most, but we were so close to so much of this stress being gone, and now you've made it 100 times worse...

3/13/18, 6:32 PM to Fawn Fenton

I wish you knew how to dream and speak life to yourself.

3/13/18, 6:32 PM from Fawn Fenton

It's all my fault.

3/13/18, 6:32 PM to Fawn Fenton

That's the one thing that I could never do for you.

3/13/18, 6:34 PM to Fawn Fenton

It's not all your fault, but how this ended, is certainly based upon choices that you made, which I had no part in or say about. I never would have chosen to discard you and our family!

3/13/18, 6:34 PM to Fawn Fenton

I'm pulled over on the side of the road... I need to drive before a cop comes.

3/13/18, 6:35 PM from Fawn Fenton

Ok. I want to come home too.

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3/13/18, 5:36 PM to Fawn Fenton

Please figure out how you can transfer some cash to me, for your car, do I can hire a good attorney.

Now all out money will go to attorneys... when we were so close.

But you've clearly decided... months ago... I just was the sucker who never saw it coming.

3/13/18, 6:37 PM to Fawn Fenton

Are you serving me papers tonight? Or who will, when?

3/13/18, 6:37 PM from Fawn Fenton

I didn't decide months ago.

3/13/18, 6:37 PM to Fawn Fenton

Right before the scariest health procedure that I've done in years, tomorrow morning.

3/13/18, 6:38 PM from Fawn Fenton

I don't know exactly. .. Friday would be earliest; maybe next week. Waiting for lawyer to get back to me.

3/13/18, 6:41 PM to Fawn Fenton

I believe that you decided a long time ago... but that's my opinion. I need to drive. See you at home. I don't want to argue, do please don't try to rationalize or make me see your side, or understand why our lives will never be the same. Maybe it is worth it to you, and I hope so, but you broke my heart in ways that words can't even explain. It will never be worth it to me! (Because of losing you and my family, not any of the stuff.)

3/13/18, 6:42 PM to Fawn Fenton

So are you blaming me in the papers, or simply seeking a fair no fault divorce?

3/13/18, 6:43 PM to Fawn Fenton

Please put yourself in my shoes, and ask how you would survive this, if you were me.

3/13/18, 6:48 PM from Fawn Fenton

I know, I'm so sorry. I've tried to put up with the conflict for years, because I knew how devastated you would be if we broke up, and I didn't want to do that to you. But I just can't keep going, it's killing me inside.

3/13/18, 6:49 PM from Fawn Fenton

"Irreconcilable Differences."

3/13/18, 6:54 PM to Fawn Fenton

Conflict is always a choice. You can never have conflict without at least two people trying to dominate each other with their opinions.

Without two people committed to changing each other's minds, more than they are committed to the other PERSON.

You know a divorce isn't God's will for us, or the reason that he brought us together.

You want to keep all the good and throw away all the bad, when EVERYONE is a mixture of both good and bad.

That's what you could never accept. That your feelings aren't always accurate. That you are an emotional roller-coaster, especially since menopause began five years ago. You are relationally unable to commit to any path of progress, to believe there is ANY hope, to visualize and walk toward the light.

That breaks my heart! Since there isn't a dang thing that I can do about that!

3/13/18, 6:56 PM to Fawn Fenton

You refused to even TRY counseling.... instead you will throw away everything that we've built, just to go be lonely and hopeless again. How is that better? How is never rolling over to find me in the night, or never hearing my voice again, going to help you be happier?

3/13/18, 7:01 PM to Fawn Fenton

Gotta continue home... so sad! I can't believe that you would ever be afraid that I would hurt you, just because I don't want to be forced out of OUR dream!

I won't ever physically hurt you. I sure hope you're not trying to assassinate my character to help you win points or money in a divorce. Own your 50% of this problem, or at the very least try to seek professional help, or we can together, before throwing our marriage away!

3/13/18, 7:02 PM to Fawn Fenton

But I think it has more to do with your trip to Africa, and how that embarrasses you in front of your family, more than any dumb incident with your car.

3/13/18, 7:04 PM to Fawn Fenton

So how do I get a lawyer? I'm not going to go beg my mom for her last dimes.

3/13/18, 7:04 PM to Fawn Fenton

Kick a man while he is down...

3/13/18, 7:05 PM from Fawn Fenton

You keep guessing and assuming various reasons for my decision, and you don't believe what I say.

3/13/18, 7:05 PM to Fawn Fenton

You were all I ever wanted.

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3/13/18, 7:07 PM to Fawn Fenton

You haven't told ME anything that comes close to justifying such an extreme, emotionally violent, family and life destroying event, such as a divorce.

3/13/18, 7:09 PM to Fawn Fenton

We certainly won't have "less conflict", unless you just prefer us crying every night and accepting that there is no hope, over just finishing what we started, so we could make it to the other side.

3/13/18, 7:09 PM from Fawn Fenton

It's the arguing. I can't take anymore. If that's not enough "justification" for you, well, you invent whatever other reasons you think.

3/13/18, 7:10 PM to Fawn Fenton

I don't know HOW you can rationalize that it is even possible for our lives to remain so conflict driven, if the greatest source of conflict was completely cured. That's not even rational to me.

3/13/18, 7:12 PM to Fawn Fenton

Then don't argue! What are you afraid of if you simply quit emotionally fighting me? Can it be worse?

3/13/18, 7:17 PM from Fawn Fenton

I have to try to stand up for myself, otherwise everything is your way. You think you know best, and you smother me.

3/13/18, 7:26 PM to Fawn Fenton

Every significant thing that I've ever bought or done was for YOU.

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3/13/18, 7:28 PM to Fawn Fenton

That is a childhood wound from your mom, not me.

3/13/18, 7:28 PM to Fawn Fenton

This "sticking-up" for yourself, if that's what you call it, is what Kriss did, I guess.

3/13/18, 7:32 PM to Fawn Fenton

You completely consumed everything that I had, everything that I had to give, now you're discarding me.

3/13/18, 7:33 PM to Fawn Fenton

And somehow you call it "standing-up" for yourself.

3/13/18, 7:35 PM to Fawn Fenton

Just got home, puppy is lonely. Come home, I'm done discussing it for tonight. Can you please sleep in another bedroom? I can clean out the bigger one with my old bed, if you want. I don't expect to be taking that with me.

3/13/18, 7:35 PM to Fawn Fenton

So which attorney did you settle on?

3/13/18, 7:36 PM from Fawn Fenton

Ok.

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3/13/18, 7:39 PM to Fawn Fenton

I hope you didn't assassinate my character, and make any dumb statements about one of my rants, which you know are just that. Wanting to say anything that will stir your heart, but completely unable to reach it.

3/13/18, 7:42 PM to Fawn Fenton

If you tried to portray a "one-off" fit as your daily reality, that would be so damaging, unnecessary, and untrue. Then you've started a massive brawl rather than seeking less conflict and more peace.

Please tell me that you didn't force me into that corner, to need to defend myself?

3/13/18, 7:43 PM to Fawn Fenton

Even in divorce, I will give you far more than you'll ever be entitled to take from me!

3/13/18, 7:44 PM to Fawn Fenton

It breaks my heart though!

3/13/18, 7:46 PM to Fawn Fenton

The misrepresentation, the carnage, the purposeless character assassination.

Please let's both agree not to go that route!

3/13/18, 7:46 PM to Fawn Fenton

That only furthers Satan's desire to destroy us both!

3/13/18, 7:48 PM to Fawn Fenton

What happens if you back any creature in the world into a corner, while charging at them? Even our cute little possums.

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3/13/18, 7:49 PM to Fawn Fenton

We can get divorced. You can buy me out of the house. We can try to workout something fair between us, just let's try to part as friends.

3/13/18, 7:51 PM from Fawn Fenton

Really? You'd cooperate?

3/13/18, 7:52 PM to Fawn Fenton

Everyone in your family thought that I did the right thing with your job, except you hated ME for it. That's when this began to evolve into something worse.

3/13/18, 7:52 PM from Fawn Fenton

I would want to stay your friend, there is so much i really do love about you, but I can't live with you any more.

3/13/18, 7:53 PM to Fawn Fenton

I'll work with you if you don't attack me. Otherwise you leave me little choice except to lay my life down for you, and I've already done that once... it hurts!

3/13/18, 7:55 PM to Fawn Fenton

That's so nuts! I don't know if I could "stay" your friend, but at least I'd like to part that way.

3/13/18, 7:55 PM to Fawn Fenton

I really hope they find a big brain tumor tomorrow!

3/13/18, 7:56 PM to Fawn Fenton

I'd rather just die right here at home than need to figure out what is next.

3/13/18, 7:57 PM to Fawn Fenton

I don't want to leave.

3/13/18, 7:58 PM to Fawn Fenton

I don't have anywhere else to go.

3/13/18, 7:58 PM to Fawn Fenton

I gambled everything on this.

3/13/18, 7:58 PM from Fawn Fenton

I thought you would hate me for this, and you would make me as miserable as possible to get back at me.

Projecting

3/13/18, 7:59 PM to Fawn Fenton

Your family won!

3/13/18, 7:59 PM to Fawn Fenton

You obviously don't even know who I am.

3/13/18, 8:00 PM to Fawn Fenton

My grandmas painting, my grandpas pool table.

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3/13/18, 8:00 PM from Fawn Fenton

You forced me to choose. So yes, my family won.

3/13/18, 8:00 PM to Fawn Fenton

I'm never going to take them with me.

3/13/18, 8:01 PM to Fawn Fenton

I didn't force you. You were supposed to be my wife! They've had their chance at mates!

3/13/18, 8:02 PM to Fawn Fenton

Now we get to be just as miserable!

3/13/18, 8:02 PM to Fawn Fenton

You wouldn't have chosen them over me in the beginning.

3/13/18, 8:02 PM to Fawn Fenton

You wouldn't have!

3/13/18, 8:03 PM to Fawn Fenton

You probably would have agreed with me.

3/13/18, 8:04 PM from Fawn Fenton

That was 13 years ago. A lot has changed.

3/13/18, 8:04 PM to Fawn Fenton

I'm not going to tell anyone about this. Not my mom, not anyone. So please don't tell anyone I'm forced to see, like our neighbors, until I am gone forever.

3/13/18, 8:05 PM to Fawn Fenton

Once I figure out where to go and how to support myself again.

3/13/18, 8:06 PM to Fawn Fenton

You weren't supposed to leave me and cleave to your family. That is the opposite of what the Bible teaches.

3/13/18 8:06 PM to Fawn Fenton

It was time to leave them and cleave to me.

3/13/18, 8:08 PM to Fawn Fenton

If you put anything hurtful or damaging in the divorce papers, please have that part taken out, before I am served, and we can skip the whole destroying each other part.

3/13/18, 8:08 PM from Fawn Fenton

I really really tried to cleave to you, but the conflict has always been toxic to me.
I can't take any more.

3/13/18, 8:09 PM to Fawn Fenton

Just make it unreconcilable differences, and we can try to figure out terms. It will never help me give you more to have some asshole lawyer trying to beat it out of me. Then it's just a sport, and you mean a lot more to me than that.

3/13/18, 8:10 PM to Fawn Fenton

We were on the hardest fucking year! When you need to cleave the most, not the least!

3/13/18, 8:11 PM to Fawn Fenton

You haven't really tried to cleave to me for a long, long time.

3/13/18, 8:12 PM to Fawn Fenton

You would buy food, cook something, or try to do something that you thought that you ought to do. You have served me often, but I can't remember the last time that you cleaved to me.

3/13/18, 8:12 PM from Fawn Fenton

Ok i will call lawyer tomorrow and tell him I want to revise the petition, if you will try to work with me.

3/13/18, 8:13 PM to Fawn Fenton

Ok... no mean shit! We don't need to destroy each other more than we already have and are.

3/13/18, 8:15 PM to Fawn Fenton

Now try to figure out how I can have a life again, and I won't even hire an attorney, if you can be fair.

3/13/18, 8:17 PM to Fawn Fenton

But I never want to hear from your attorney, negotiate with him, or talk to him. I never want to need to tell him, or anyone else my story. I'll only negotiate peacefully with you.

3/13/18, 8:19 PM to Fawn Fenton

If someone comes at me hard, I have nothing left that I care about, to lose. It's conflict for sport then, and still I'll never physically harm you or our pets... that was such bullshit!

3/13/18, 8:19 PM from Fawn Fenton

Ok. Thank you. I was truly afraid you would be blinded by rage and hurt, (understandably so).

Projecting

3/13/18, 8:20 PM to Fawn Fenton

I'm the gentle est person that you've ever known with pets, I couldn't believe you would say such hurtful things about me!

3/13/1 , 8:21 PM to Fawn Fenton

I am hurt... my family and my life just ended... but that never causes me to want to hurt the ones I love. I don't understand why nobody gets that.

3/13/18, 8:23 PM from Fawn Fenton

I didn't say anything, you said everything **yourself. I never ever thought you might hurt me, until** now; after the **texts** and **emails, I thought you might be capable of anything.**

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3/13/18, 8:28 PM to Fawn Fenton

If you sue me for a divorce, than I must get an attorney, and regardless of what outlandish claims you make, and the shit I'm forced to resort to in order to even somewhat fairly defend myself, we all know that in the end you are going to HAVE to pay both our legal fees, because I don't have any money.

Surely it's not going to be to your benefit for me to be forced to justify why I have no job, credit, or money to the courts. So don't put me in that position!

You think up what is a FAIR offer all on your own (without dickhead attorney), then you present it yourself to me, and we discuss the pros and cons for us each.

When we have agreement (hopefully in a few weeks), then we'll go to same attorney together, even if different one, and do cheap "no fault" divorce.

3/13/18, 8:29 PM to Fawn Fenton

Fighting in courts takes MONTHS and the only ones it benefits are the attorneys.

3/13/18, 8:30 PM to Fawn Fenton

I don't want to spend the last of our time together that way.

3/13/18, 8:30 PM to Fawn Fenton

Just try to figure out what happens to me...

3/13/18, 8:32 PM to Fawn Fenton

I can't chat anymore... crying too hard, can't breathe, need to see pets while I can, and phone battery about dead. Thanks

3/13/18, 8:33 PM from Fawn Fenton

Ok. I actually had been trying to think of a reasonable offer for you at first (before the texts) so it won't take me long to do that now.

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3/13/18, 8:34 PM to Fawn Fenton

Just fire your attorney, have him return the rest of your retainer, and we'll get cheap $700 divorce, once we figure out how to fairly split stuff, without publicly airing dirty laundry and destroying each other. Please.

3/13/18, 8:34 PM from Fawn Fenton

Ok. Me crying too.

3/13/18, 8:35 PM to Fawn Fenton

We'll get an "us" attorney, just like this used to be an "us" house, and an "us" family.

3/13/18, 8:39 PM from Fawn Fenton

My attorney can do it. Initial retainer is non-refundable. (Two attorneys actually, partners.)

3/13/18, 8:39 PM to Fawn Fenton

I bet Ken is excited! And your mom!

3/13/18, 8:41 PM to Fawn Fenton

I don't want to speak to attorneys, go to court, or have anything damaging said about either of us.

3/13/18, 8:42 PM from Fawn Fenton

I was so convinced you were going to try to destroy me, I was too afraid to ask you for an agreement.

3/13/18, 8:42 PM to Fawn Fenton

You and me work it out, then I don't care who writes it up, but they must change roles to be a "facilitator", rather than being your "agent", while I have no legal representation.

3/13/18, 8:43 PM to Fawn Fenton

You don't even know who I am, sadly.

3/13/18, 8:47 PM to Fawn Fenton

Only reason I deleted tax docs off your drive today, is because they were unencrypted... openly exposed.... removed from our home encryption server and left out in the open.

I left everything else which appeared to be your calculations, summaries, drafts, divorce work, etc...

Not trying to remove damaging stuff, as obviously your brother has helped you, along with his email he setup for you.

I feel betrayed by him too, after what you just told me that he and your dad said about sticking it out last weekend.

3/13/18, 8:49 PM to Fawn Fenton

But more than anything, it all just broke my heart, and showed me how far off my bartomeyer is with where you are at.

3/13/18, 8:51 PM to Fawn Fenton

The exact reasons that I've been freaking out and blocking you out of the server was dead on, but sadly a couple months late. Some of those correspondences date back to January.

3/13/18, 8:51 PM from Fawn Fenton

That's been hard for me for a long time.... you always thought you knew where my heart was, but you didn't, and no matter what I said, you couldn't hear me.

3/13/18, 8:52 PM to Fawn Fenton

It broke my heart, but I knew I had to file the deed and title before you served me papers, because then you're legally paralyzed.

3/13/18, 8:53 PM from Fawn Fenton

Filing deed and car is fine. Doesn't really change anything.

RECEIVED BY
Judge Chambers
Date 8-29-19

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

CLERK & MASTER
2019 AUG 29 PM 2:34
FILED FOR ENTRY 8-29-19

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

ORDER FROM AUGUST 29, 2019 HEARING

EX PARTE ORDER OF PROTECTION EXTENDED PENDING FINAL HEARING, RESETTING MOTION FOR VIOLATION OF ORDER OF PROTECTION, WAIVING MEDIATION AND SETTING FINAL HEARING, ORDER TO VACATE AND ORDER ALLOWING WIFE TO SIGN ALL NECESSARY CONTRACTS TO COMPLETE THE SALE OF THE MARITAL HOME AND CLOSING

This matter came on to be heard on the 29th day of August, 2019 before the Honorable Michael W. Binkley, Judge holding Court for the Chancery Court of Williamson County, Tennessee, upon Wife's Motion for Violation of Ex Parte Order of Protection and for Date Certain for Walk Through of House and Motion for Scheduling Order. It appearing to the Court based upon arguments of counsel, statements of Husband representing himself Pro Se, and the record as a whole that the following shall be the Order of this Court.

It is therefore **ORDERED, ADJUDGED and DECREED** that the Husband was again advised of the risks of proceeding Pro Se and that he is required to comply with the rules just as an attorney is required. Husband acknowledged that he understood and wishes to proceed Pro Se. The Motion for Violation of the Order of Protection will be continued pending further Orders of the Court as Husband had filed a very lengthy response on the morning of the hearing being August 29, 2019. The Motion for Violation of the Order of Protection will be reset with the Final Hearing in this cause set for October 21, 2019 at 9:00 a.m. The Motion for Scheduling Order and to Waive Mediation in this cause is appropriate and the same is granted.

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

Husband signed the listing agreement for the martial home with the Auctioneer, Mr. Tommy Anderson, on August 29, 2019. Wife shall be allowed to sign any further contracts to effectuate the sale and closings of the property located at 1986 Sunnyside Drive, Franklin, TN 37069. Husband shall vacate the martial home on or before September 3, 2019 at 12:00 noon. The Williamson County Sheriff's Office shall have a deputy on standby to ensure that Mr. Fenton is vacated and that he only takes with him his personal clothing, his jewelry and effects such as his toiletries and medication. Mr. Fenton shall not remove any further furnishings or personal property. Husband is admonished that he is under a Restraining Order pursuant to the Statutory Injunction entered upon the filing of the Complaint for Divorce as of June 4, 2019. Mr. Fenton filed a Notice with the Court to allow him to file pleadings Pro Se and in the pleadings filed with the Court he acknowledged that he had sold a TV gifted to his Wife from her brother for $1,000 and that he had sold a commercial dehumidifier which was at the marital residence for $2,500. These amounts will be accounted for at the Final Hearing and any other property sold will also be addressed at the Final Hearing. No further property will be removed by Mr. Fenton and he shall tag all items that he would like the Court to consider to be awarded to him. Any items that he does not wish to retain shall be sold at auction or Wife may retain. Pursuant to the Court Order, Wife has tagged the items that she would request to be awarded when she conducted the walk through pursuant to the Court Order from the August 1, 2019. (Order entered by Court on August 14, 2019.) The auction will take place pursuant to said Order of August 14, 2019 which is to be 45 days from August 1, 2019 with all proceeds to be deposited into the Clerk's office.

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

ENTERED on this 29th day of August 2019.

MICHAEL W. BINKLEY, JUDGE

APPROVED FOR ENTRY:

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

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

CERTIFICATE OF SERVICE

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

VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

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

CLERK

ORDER EXTENDING EX-PARTE/TEMPORARY ORDER OF PROTECTION

Case No 48419B
Court Chancery
County Williamson Tennessee

CLERK & MASTER
2019 AUG 29 PM 2:35
FILED FOR ENTRY 8:29:19

PETITIONER/PLAINTIFF

Fawn Tiffany Fenton
First Middle Last

PETITIONER/PLAINTIFF IDENTIFIERS

1-22-73
Date of Birth of Petitioner

Minor Children Protected Under this Order:

_____

_____

V.

RESPONDENT

Jeffrey Ryan Fenton
First Middle Last

Relationship to Petitioner Husband
Address & Phone No. 1986 Sunnyside Dr. Franklin, TN 37069
Respondent's Employer Self-employed

RESPONDENT IDENTIFIERS

SEX		5'9"		
M		240		
EYES	HAIR	Caucasian		
Blue	Black/Gray			

Distinguishing Features: _____

It appearing to the Court that: (check all applicable)

☐ The Respondent was not served with the Ex Parte Order of Protection and law enforcement is requested to RE-ATTEMPT to serve the Respondent prior to the hearing date of _____.

☑ The parties have agreed to continue this matter to the 21st **day of** October 2019 **at** 9 **o'clock** (a.m.)/p.m. Failure of the Petitioner to appear on that date could result in the petition being dismissed. Likewise, failure of the Respondent to appear on that date could result in the granting of the Petitioner's petition. The parties have also agreed to extend the Ex Parte Order of Protection

3.21.19

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until this hearing date. Respondent specifically waived the right to have a full hearing on the Ex Parte Order of Protection within fifteen days of issuance of the Ex Parte Order of Protection.

☑ It is necessary for the Court to consider the evidence presented during the hearing on the Ex Parte Order of Protection and the Ex Parte Order of Protection should be continued in full force and effect until the Court enters its final decision on the request for an Order of Protection. Said final decision on the request for an Order of Protection will be entered on or before October 21, 2019.

☐ On the request and granting of the request of the Respondent to obtain counsel, the Ex Parte Order of Protection entered in this matter will remain in full force and effect until the hearing scheduled for the _____ **day of** _____ **at** ____ **o'clock** ___**a.m./p.m.** Respondent specifically waived the right to have a full hearing on the Ex Parte Order of Protection within fifteen days of issuance of the Ex Parte Order of Protection.

☑ Other: Pursuant to hearing on August 29, 19 this Ex Parte Remains in full force and effect pending Oct. 21, 19.

IT IS THEREFORE ORDERED that the Ex Parte Order of Protection entered in this matter on the ____ day of _____, 20___ is extended and will remain in full force and effect until a hearing on the 21st day of October, 2019 in the courtroom of the Chancery Court of Williamson County, Tennessee.

It is further ordered that the clerk of court is to immediately serve the parties or their counsel and the Williamson County Sheriff's Dept (law enforcement agency) with a stamp filed copy of this order and enter a certificate of service of the same.

Entered this 29th day of August, 2019.

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

3.21.19

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CERTIFICATE OF SERVICE

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

VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

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

CLERK

CERTIFICATE OF SERVICE

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

VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

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

CLERK

Case 1:23-cv-01097-PLM-RSK ECF No. 1-23, PageID.1046 Filed 10/13/23 Page 1 of 68

CAR COVER	TAN COVER MADE FOR LE..]RE	$ 50.00
2. Furniture/Electronics		**$ 3,535**
QUEEN BED & FRAME	LYLA FOAM MATTRESS WITH DARK WOOD FRAME	$ 300
SCREEN ROOM DIVIDE	BROWN WOOD 4-PANEL	$ 100
MASTER CHAIR	BLUE/GRAY PLUS MICROFIBER	$ 50
LINEN HAMPERS	BROWN WICKER (2)	$ 40
FLOOR LAMP	BRASS (BEDROOM)	$ 25
OFFICE DESK SET	2 L-SHAPED GLASS TOP DESKS	$ 200
OFFICE DESK CHAIRS	CLOTH & VINYL SWIVEL CHAIRS	$ 50
FLOOR LAMPS	(2) SATIN NICKEL (OFFICE)	$ 30
GRAY FILING CABINET	SHORT-MATCHES DESK (OFFICE)	$ 30
FILING CABINETS	(2) HON BLACK METAL FULL-SIZE	$ 40
RED SECTIONAL	3-PIECE WITH 3-MATC PILLOWS	$ 350
LARGE RUN & PADDING	BENEATH SECTIONAL IN FAM/RM	$ 100
ENTERTAINMT CENTER	ESPRESSO WOOD	$ 300
END TABLE	ESPRESSO WOOD w/ DRAWERS	$ 100
COFFEE TABLE	ESPRESSO TRIANGULAR GLASS	$ 100
FLOOR LAMP	SATIN NICKEL (FR)	$ 30
LR COUCH & CHAIR	TAN PLUSH w/ TILE END TABLE & 2-TABLE TOP LAMPS	$ 200
LAMP STAND	IVORY BROKEN-SLAB	$ 50
BOOKSHELVES	BLACK COMPOSITE	$ 25
TV-TRAY SET	(4) NATURAL WOOD COLOR	$ 25
DINING ROOM SET	WOOD TABLE & 6-CHAIRS	$ 200
FRAMED ARTWORK	SOAR LIKE EAGLES	$ 50
FRAMED ARTWORK	BOBCAT & BIRD UP TREE (DAD)	$ 25
SAMSUNG 40" TV	ON ENTERTAINMENT CENTER	$ 150
MISC INPUT DEVICES	REMOTES, KEYBOARDS, MICE...	$ 65
CANON CAMERA	80D, 2 LENSES, CASE, ACCESS	$ 400
MANFROTO TRIPOD	055 XPROB TRIPOD w/ 229 HEAD	$ 150
MANFROTO TRIPOD	FREE FLOATING FOR VIDEO	$ 100
MOULTRIE 180I	GAME CAMERA w/ EXT BATTERY	$ 100
CYBERPOWER UPS(S)	MISC UNINTERRUPTIBLE POWER SUPPLIES & SURGE PROTECTORS	$ 150

3. Household goods		**$ 3,320**
DISHES, GLASSES, CROK, PANS, UTINCILS, CULTERY, FLATWARE	ASSORTED KITCHEN EQUIP FOR PREPARING, SERVING, STORING, EATING FOOD	$ 200
MICROWAVE	GE (WHITE)	$ 25
SERINITY PRAYER	PLAQUE OVER STOVE	$ 20
SHARK VACCUUM	ROCKET DUO w/ ATTACHMENTS	$ 75
CLEANING SUPPLIES	MISC BROOMS, MOPS, BUCKETS, SCRUB BRUSHES, SOAPS, DETERGENTS, CHEMICALS	$ 50
TOILETRIES	PAPERS, PERSONAL HYGIENE	$ 50
TOILETRIES (SURPLUS)	TOILET PAP, PAP TOWELS, KLEENEX	$ 75
DEHUMIDIFIER	SANTA FE "MAX DRY" 155	$ 1,000
LAWN MOWER	HONDA HRX217HYA	$ 150
GAS TRIMMER	STIHL FS250R	$ 100
CHAIN SAW	STIHL MS391	$ 200
DEWALT CHOP SAW	DEWALT DW705	$ 100
DEWALT 18V KIT	KIT: DW4CPK2 WITH CORDLESS DRILL DW959, RECIP SAW DW938	$ 100
PROTECTIVE HELMET	STIHL HELMET & FACE SHIELD	$ 25
ROLLING TOOL CHEST	CRAFTSMAN RED 10-DRAWER	$ 125
ALL TOTES IN CRAWL SPACE & HOUSE	TOTES BOTH BLACK AND GRAY, WITH CONTENTS AND EMPTY	$ 300
HAND TOOLS	ASSORTED HAND TOOLS OF ALL KINDS, SOCKETS, WRENCHES, SAWS, SHEETROCK, PAINTING, ELECTRICAL, PLUMBING, HOUSEHOLD MAINT & LT CONST	$ 350
MISC BLUNT TOOLS	MISC HAMMERS, PRY BARS, SLEDGEHAMMERS, AXES, SHOVELS, RAKES, YARD HAND TOOLS	$ 125
REGENT WORK LIGHTS	(3) ORANGE WORK LIGHTS	$ 50
MISC POWER CORDS	EXT CORD REELS – ALL SORTS	$ 100
MISC HARDWARE & ELECTRICAL SUPPLIES	CAT-5 CABLE, ELECTRICAL WIRE, LOOSE HARDWARE FITTINGS, ETC	$ 50
RIGID WET/DRY VAC	RIGID 6.25 HP 16-GAL	$ 30
FURNITURE DOLLYS	2 GROUND LEVEL DOLLYS	$ 20

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4. **Bank Accounts**	Bank Name	Balance
NONE OTHER THAN LISTED ON PAGE-1	N/A	N/A
5. **Other**		**$ 1,180**
SENEGAL PARROT	PET BIRD NAMED "KIWI"	$ 100
[redacted]		
6. **Cash**		**$ 107**
7. **Tools of the Trade (Things I need to earn a living)**		**$1,900**
CABLE MODEM	MOTOROLLA (MODEL MB8600)	$ 50
ROUTER & ACCESS PT	(2) ASUS (MODEL AC1900)	$ 100
UNINTERRUPTIBLE POWER SUPPLY	(2) CYBERPOWER (MODEL 1500PFCLCD)	$ 100
DELL 24" MONITORS	MODELS SP2309W & ST2320L	$ 100
DELL OPTIPLEX 380	DESKTOP COMPUTER (WIN-7)	$ 150
DELL OPTIPLEX 755	DESKTOP COMPUTER (WIN-XP)	$ 100
HP PAVILION HPE-500Y	DESKTOP COMPUTER (WIN-10)	$ 150
DVI KVMP SWITCH	ATEN CUBIQ (MODEL CS1644)	$ 50
MULTIMEDIA SPEAKER	HARMAN KARDON SOUNDSTICKS	$ 50
FUJITSU SCANNER	SCANSNAP IX500 DUPLEX DOC	$ 150
BROTHER LABEL MKR	P-TOUCH PRO XL	$ 60
WIRELESS HEADSET	PLANTRONICS (MODEL CS351N)	$ 30
CORDED HEADSET	PLANTRONICS (MODEL T20RA)	$ 30
DESKTOP TELEPHONE	PAN 4-LINE (MODEL KX-TG4000B)	$ 50
NETWORK PRINTER	RICOH AFICIO LASER (SPC410DN)	$ 350
AUSU NOTEBOOK	ASUS MODEL 305C	$ 150
SHREDDER & TRASH	PAPER SHREDDER& TRASH CANS	$ 30
WD PASSPORT & BOOK	USB BACKUP DRIVES	$ 100
DELL POWER EDGE	SC1420 SERVER (WINDOWS 2003)	$ 100

② **Read below then sign:**

I declare under penalty of perjury under the laws of the State of Tennessee that:

- The information on this form is true to the best of my knowledge.
- The information I provided is a correct and complete list of all of my income and assets to be protected.

Defendant/Debtor
Signs here: _____ Date: 9/18/2019

Sworn to and subscribed before me this 18th day of September, 20 19.

_____
Deputy Clerk or Notary Public

JOSHUA ORVIS
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF GENESEE
MY COMMISSION EXPIRES AUG 24, 2024

JOSHUA ORVIS NOTARY PUBLIC GENESEE COUNTY

Certificate of Service
(How I gave this paper to the Plaintiff/Creditor)

I certify that I (**check one box**)

☐ hand delivered or

☒ mailed by first-class mail, properly addressed, a true and correct copy of this paper to the person listed below at the address below:

ATTORNEY VIRGINIA LEE STORY
Name of Who You Are Giving This To (The creditor's lawyer or the creditor if no lawyer)

136 FOURTH AVENUE SOUTH, FRANKLIN, TN 37064
Address of the Lawyer or the Creditor (Include City, State and Zip Code)

on 9/19/2019.
(Date you mailed/hand-delivered the copy)

Sign Your Name

IMPORTANT!

The court and clerks are not allowed to give you legal advice, even if you don't have a lawyer. This form is a public record. It is not legal advice. The law may change and it is

Bring the original and 2 copies of this form to the Court Clerk to be date stamped. Give the original to the Court Clerk.
Bring a stamped envelope addressed for each plaintiff to the Court Clerk. Mail one copy to the lawyer or if there is no lawyer, mail it to the plaintiff or company that sued you. Keep one copy for yourself.

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 SEP 26 PM 12:37

FILED FOR ENTRY

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

MOTION TO SELL REMAINING CONTENTS OF MARITAL RESIDENCE

COMES NOW the Plaintiff/Wife, Fawn [redacted] Fenton (hereinafter "Wife"), by and through her attorney of record, Virginia Lee Story, and files this Motion to Sell the Contents of Marital Residence and in support of her Motion, would state as follows:

1. This Court entered an Order on August 29, 2019, in which Husband was ordered to vacate the marital residence on or before September 3, 2019 at noon in order for the house to be prepared for auction. The Court entered an Order on August 6, 2019 to auction the property however Husband was dragging his feet in getting packed although he had over thirty (30) days and is not employed outside the home to move and pack his items.
2. As stated above, Husband had the between August 1-29 to pack and move all of the items that he wished to retain from the marital residence. However, because Husband continued to delay the process, this Court entered the August 29, 2019 Order setting Husband's move out date to September 3, 2019 and restricted what items he was able to remove from the home. Pursuant to that Order, Husband was to remove only his personal items (i.e. clothing, toiletries, jewelry and medication) and was to tag any remaining items that he wished to be awarded at the Final Hearing. However, instead of complying with the Court Order he again delayed and continued to write lengthy

emails about why he could not pack his items and addressing wild animals on the property and conditions of the home that were irrelevant to the process of his packing and vacating.

3. Despite having five (5) days following the August 29, 2019 hearing to get his personal items packed and tag any other items he wished to retain, Husband left the home in a state of disarray after having to be forcibly removed by the Sheriff's Department on September 3, 2019. Husband continued to send lengthy emails without addressing what was to be done with all the furnishings that he said that he wanted but did not tag as requested. Wife has had to work tirelessly at the property to get it in condition for the auction on September 28, 2019.

4. Thereafter, Husband sent numerous e-mails to counsel for Wife with extensive lists of items that he wished to retain from the marital residence that he did not tag as he was ordered to do per the August 29, 2019 Order. Furthermore, Husband had not paid the utilities at the home as he stated from the rent money he was receiving and on September 2, 2019, he notified Wife through counsel that he was in arrears utilities and that he had received a cut off notice. Wife later learned that Husband had called all three (3) utility companies (NES Electric, Piedmont Natural Gas and HVUD water) on or before September 22, 2019 and requested that each utility in his name be shut off. Husband did not make Wife's counsel aware that he had had these utilities shut off. In order to have the utilities turned back on, so that the house could be ready for auction, Wife had to set up new accounts in her own name. To date, Wife has paid $293.47 to NES to prevent the electric from being disconnected pending the closing on the home.

5. Counsel for Wife sent a letter to Husband on September 16, 2019 requesting funds to

help pack and move the property he tagged. Counsel requested that a storage facility be secured if Husband wanted his items stored. At this point, Wife has no choice but to move the items to the basement that Husband has tagged so that the house is presentable for auction. However, after the auction on September 28, 2019, Husband needs to either send funds for the movers to move his items to storage and pay the storage facility fee or the items need to be sold or discarded. In correspondence to Husband dated September 26, 2019, counsel for Wife provided a firm date of October 2, 2019 for Husband to produce the funds to pay for the packing, moving and storage of the items he wishes to retain. It is anticipated that Husband will have funds from the closing to pay for his items to be shipped to Michigan if he so chooses, but he needs to decide if he wants everything shipped or a portion thereof as soon as possible. In the interim, Wife has lost her job and she has no funds to advance to pay the movers and does not have the funds to secure a storage unit for Husband nor would she feel comfortable signing a rental agreement for a storage facility for Husband. Wife is amenable to managing the removal of the remaining items either by selling, donating, giving away or discarding anything remaining in the home. Wife would keep an inventory of any items sold and deposit any funds received into the Clerk's office if the Court directs her to do so.

6. Husband's actions have left Wife in a position to have to deal with packing, moving and storing items remaining in the marital residence so that it will show well at auction and bring in an optimal sales price. Husband should be required to pay all of Wife's attorney's fees for having to file this Motion and deal with the aftermath of his failing to follow the Court Order.

7. Wife obtained a quote from Fox Moving and Storage of Nashville (attached hereto as **Exhibit 1**) for packing, storing and moving all of the items that Husband wishes to retain. The cost of moving these items to Michigan, where Husband is currently residing, would be in excess of $6,000.00 which is not financially feasible for the parties at this time. Further, the cost to pack, move and store the items in a storage facility in Nashville would be over $3,000.00, with a monthly storage fee of $495.00. The entire remaining contents of the home are not even valued at more than $3,000.00.
8. Wife requests that she be allowed to sell, donate, give away or discard any remaining items not tagged in the marital residence. Any proceeds from the sale of said items will be placed in escrow with the Clerk & Masters Office for distribution at the Final Hearing of this matter which is currently scheduled for October 21, 2019.

WHEREFORE, premises considered, Wife respectfully requests that this Court grant her Motion and that she be awarded her attorney fees for having to bring this Motion.

Respectfully submitted,

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

THIS MOTION IS SET TO BE HEARD ON OCTOBER 10, 2019 AT 9:00 A.M. ON THE CHANCERY COURT MOTION DOCKET HEARD AT THE WILLIAMSON COUNTY COURTHOUSE. IF NO WRITTEN RESPONSE TO THIS MOTION IS FILED AND SERVED IN THE TIME SET BY THE LOCAL RULES OF PRACTICE, THE MOTION MAY BE GRANTED WITHOUT A HEARING.
TESTIMONY EXPECTED

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via first-class mail and email to:

Mr. Jeffrey Fenton
17195 Silver Parkway, #150
Fenton, MI 48430
Jeff@meticulous.tech

on this the 26th day of September 2019.

VIRGINIA LEE STORY

From: Amanda Smith <info@foxmoving.com>
Sent: Monday, September 23, 2019 5:56 PM
To: [redacted]
Subject: Your Moving Estimate!

WILLIAMSON COUNTY
CLERK & MASTER
2019 SEP 26 PM 12:37
FILED FOR ENTRY

Fox Moving and Storage
5030 Harding Place
Nashville, TN 37211
DOT: 1670280, MC: 613943
www.foxmoving.net
Ph: 615-770-3000
Fax: 615-835-3865
Amanda Smith
9/23/2019
Reference #: **1475587**

Fox Moving and Storage - Your Moving Estimate!

Dear **Fawn Fenton:**

My name is **Amanda Smith** and I have been assigned as your Certified Moving Consultant. My email is amanda@foxmoving.com and my phone number is **615-770-3000.**

Please see below for your moving estimate:

Quote
Based on the information you provided, cost is as follows:
Custom Charges:
* 1/2 Roll of Shrink ..... 1 x $60.00 ea = $60.00
* Small box / Packed ..... 3 x $10.00 ea = $30.00
* Medium box / Packed ..... 25 x $11.00 ea = $275.00
* Large box / Packed ..... 1 x $12.00 ea = $12.00
* Dishpack / Packed ..... 2 x $24.00 ea = $48.00
* Large Picture / Packed ..... 5 x $30.00 ea = $150.00
* LG Flat screen ..... 1 x $40.00 ea = $40.00
* Wardrobe / Packed ..... 1 x $24.00 ea = $24.00
Miscellaneous Items:
* Relocation service 1 truck 3 men to Fox Storage ..... = $2,256.00
* Optional full value protection $1074 (not included in pric e) ..... =

Total Price: $2,895.00
TOTAL ESTIMATE: $2,895.00

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EXHIBIT
tabbies
1

Origin	1986 Sunnyside Drive, Brentwood, TENNESSEE 37027 **1255.94Cf - 8797Lbs**
Destination	5030 Harding Place, Nashville, TENNESSEE 37211

Reference #	Customer:	Move Date:
1475587	Fawn Fenton, 615-[redacted]	9/26/2019

Garage			
Totes	Qty: 11	66 Cuft	462 Lbs
PBO, Box	Qty: 11	47.19 Cuft	330 Lbs
Box, Medium	Qty: 7	21 Cuft	147 Lbs
Metal Shelves	Qty: 5	25 Cuft	175 Lbs
Trash Can	Qty: 1	7 Cuft	49 Lbs
Misc	Qty: 1	10 Cuft	70 Lbs
Kitchen			
Microwave	Qty: 1	4 Cuft	28 Lbs
Box, Medium	Qty: 3	9 Cuft	63 Lbs
Box, Dish-Pack	Qty: 1	6 Cuft	42 Lbs
Living Room			
Glass top table	Qty: 1	5 Cuft	35 Lbs
Picture	Qty: 1	0.71 Cuft	5 Lbs
Cabinet	Qty: 1	20 Cuft	140 Lbs
Tv	Qty: 1	20 Cuft	140 Lbs
Box, Dish-Pack	Qty: 1	6 Cuft	42 Lbs
Table, end	Qty: 1	5 Cuft	35 Lbs
Sofa	Qty: 2	80 Cuft	560 Lbs
Sofa Section	Qty: 1	20 Cuft	140 Lbs
Rug or Pad, Large	Qty: 1	10 Cuft	70 Lbs
Misc	Qty: 1	10 Cuft	70 Lbs
Box, medium	Qty: 1	3 Cuft	21 Lbs
Dining Room			
Picture	Qty: 1	0.71 Cuft	5 Lbs
Dining Chair	Qty: 6	30 Cuft	210 Lbs
Dining table	Qty: 1	30 Cuft	210 Lbs
Pedestal	Qty: 1	10 Cuft	70 Lbs
Bedroom			
Box, Medium	Qty: 1	3 Cuft	21 Lbs
Desk Chair	Qty: 1	5 Cuft	35 Lbs
Ottoman	Qty: 1	5 Cuft	35 Lbs
Office			
Desk, Computer	Qty: 4	88 Cuft	616 Lbs
Picture	Qty: 4	2.84 Cuft	20 Lbs
Desk Chair	Qty: 1	5 Cuft	35 Lbs
Lamp, Floor	Qty: 1	3 Cuft	21 Lbs
Box, medium	Qty: 5	15 Cuft	105 Lbs
Bookshelf	Qty: 1	5 Cuft	35 Lbs

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Printer	Qty: 1	4 Cuft	28 Lbs
Printer	Qty: 1	6 Cuft	60 Lbs
Lateral File	Qty: 1	20 Cuft	140 Lbs
Bedroom #2			
Bed, Queen	Qty: 1	65 Cuft	455 Lbs
Box, large	Qty: 1	5 Cuft	35 Lbs
Vacuum Cleaner	Qty: 1	5 Cuft	35 Lbs
Box, Medium	Qty: 1	3 Cuft	21 Lbs
Bathroom			
Box, Medium	Qty: 2	6 Cuft	42 Lbs
Bookshelf	Qty: 1	5 Cuft	35 Lbs
Master Bedroom			
Box, Wardrobe Lrg	Qty: 1	15 Cuft	105 Lbs
Box, Medium	Qty: 4	12 Cuft	84 Lbs
Chair, Occasional	Qty: 1	15 Cuft	105 Lbs
Bed, Queen	Qty: 1	65 Cuft	455 Lbs
Lamp, Floor	Qty: 1	3 Cuft	21 Lbs
Totes	Qty: 2	12 Cuft	84 Lbs
Clothes Hamper	Qty: 1	5 Cuft	35 Lbs
Family Room			
Bookcase	Qty: 1	20 Cuft	140 Lbs
Totes	Qty: 11	66 Cuft	462 Lbs
Table, small	Qty: 1	2 Cuft	14 Lbs
File Cabinet 4-5 Dr	Qty: 2	40 Cuft	280 Lbs
Box, medium	Qty: 1	3 Cuft	21 Lbs
Box, small	Qty: 3	6 Cuft	

Tommy Anderson, Broker/Realtor/Auctioneer
HND Realty
www.HNDREALTY.COM
(615) 969-5819

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Charles M. Walker
U.S. Bankruptcy Judge
Dated: 9/27/2019

CLERK & MASTER
2019 OCT 10 PM 2:34
FILED FOR ENTRY

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:		
FAWN [redacted] FENTON	CHAPTER	13
[redacted]	CASE NO:	19-02693
BRENTWOOD, TN 37027	JUDGE	WALKER
SSN: XXX-XX-2065		

DEBTOR

ORDER GRANTING EXPEDITED MOTION TO SELL REAL ESTATE AND PERSONAL PROPERTY

This matter came before the Court on September 25, 2019 upon the Debtor's Expedited Motion to Sell Real Estate and Personal Property with notice given to all parties pursuant to Local Rule 9075-1. There being no objections raised at the call of the docket, the Motion is found to be well taken and it is therefore ORDERED as follows:

Debtor shall be allowed to sell real property located at 1986 Sunnyside Drive, Brentwood, Tennessee and items of personal property remaining in the house at auction pursuant to an Order Granting Motion to Sell Marital Residence by Auction entered in the Chancery Court for Williamson County, Tennessee on August 6, 2019 . The Debtor will sell the real estate under Section 363(f)(3) subject to the liens of Bank of America, N.A. and Bancorp South. This transaction shall be conditioned on the Debtor providing the auction report to the Trustee once the sale has taken place. All net proceeds from the sale of the property shall be deposited into the Chancery Court Clerk's Office and placed in an interest bearing account on behalf of the parties pending further orders of the Chancery Court for Williamson County, Tennessee.

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

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IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 OCT 10 PM 2:34

FILED FOR ENTRY

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

NOTICE OF FILING

COMES NOW Virginia Lee Story, on behalf of Plaintiff, Fawn [redacted] Fenton, as her Attorney of Record in this matter, and hereby files the attached Order Granting Expedited Motion to Sell Real Estate and Personal Property entered by the United States Bankruptcy Court for the Middle District of Tennessee on September 27, 2019.

Respectfully submitted,

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

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via U.S. first-class mail to:

Mr. Jeffrey Fenton
17195 Silver Parkway, #150
Fenton, MI 48430

on this the 10 day of October, 2019.

VIRGINIA LEE STORY

400

APPROVED FOR ENTRY:

/s/ Alex Koval

Alex Koval
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

402

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE AT FRANKLIN

2019 OCT 10 AM 9:56

FILED FOR ENTRY 10-10-19

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

ORDER

This matter came on to be heard on the 10th day of October, 2019 before the Honorable Michael W. Binkley, Judge holding Court for the Chancery Court of Williamson County, Tennessee, upon Wife's Motion to Sell Remaining Contents of Marital Residence. It appearing to the Court based upon statements of counsel and the record as a whole that the following shall be the Order of this Court.

It is therefore **ORDERED, ADJUDGED and DECREED** that Husband came to the home during the week of October 7, 2019 with a U-Haul truck and removed the items that he wanted. The remaining items were Wife's and/or items to donate. All property has now been removed so that the closing may take place on October 15, 2019. The auction brought sufficient funds to pay the costs of the sale and both first and second mortgages however there will not be anything proceeds remaining to disburse between the parties.

It is further **ORDERED, ADJUDGED and DECREED** that Wife is hereby granted authority to sign the deed conveying the property located at 1986 Sunnyside Drive, Brentwood, TN 37027, and another other necessary documents, to effectuate the payoff of the mortgages and for closing without Husband's signature.

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

ENTERED on this 10th day of Oct., 2019.

MICHAEL W. BINKLEY, JUDGE

APPROVED FOR ENTRY:

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

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via U.S. first-class mail and email to:

Mr. Jeffrey Fenton
17195 Silver Parkway, #150
Fenton, MI 48430

on this the 10 day of October, 2019.

VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via U.S. first-class mail and email to:

Mr. Jeffrey Fenton
17195 Silver Parkway, #150
Fenton, MI 48430

on this the 10 day of October, 2019.

CLERK

Order of Protection

☐ **Amended Order**

☐ Petitioner is under 18

Case # *(the clerk fills this in)*: 48419 B

WILLIAMSON COUNTY CLERK & MASTER

2019 JUN 20 AM 8:41

In the Chancery_____ Court of Williamson_____ County, TN

FILED FOR ENTRY 10-24

Petitioner *(person needing protection)*

FAWN	[redacted]	FENTON
first	*middle*	*last*

Petitioner's Children under 18 Protected by this Order: N/A

Name, Age, Relationship to Respondent	Name, Age, Relationship to Respondent
1.	3.
2.	4.

Respondent's Information *(person you want to be protected from)*:

JEFFREY	RYAN	FENTON	10/08/1969
first	*middle*	*last*	*date of birth (MM/DD/YYYY)*

1986 SUNNY SIDE DR BRENTWOOD TN 37027
street address *city* *state* *zip*

his mother's Add: 7041 W. Silver Lake Rd, Linden, MI 4845

Respondent's Employer: UNEMPLOYED
Employer's name *Employer's phone #*

Describe Respondent:

Sex	Race	Hair	Eyes	Height – Weight – SSN – Other			
☒ Male ☐ Female	☒ White ☐ Asian ☐ Black ☐ Hispanic ☐ Other:	☒ Black ☒ Grey ☐ Blond ☐ Bald ☐ Brown ☐ Other:	☐ Brown ☐ Hazel ☒ Blue ☐ Green ☐ Grey ☐ Other:	Height	5'9"	Weight	240
				Social Sec. # (If known)	(Provided to Clerk's office if known) **Do not list it here. XXXXX**		
				Scars/Special Features			
				Phone Number	615-837-1301 (Cell) 615- 837-1300 (Home)		

Petitioner's relationship to the Respondent (*Check all that apply*):

- ☒ We are married or used to be married.
- ☐ We have a child together.
- ☐ We are relatives, related by adoption, or are/were in-laws. *(Specify)*: _____
- ☐ We are the children of a person whose relationship is described above *(Specify)*: _____
- ☒ The Respondent has stalked me.
- ☒ Other: Harassment via text messages, emails, phone voicemail
- ☒ We live together or used to live together.
- ☐ We are dating, used to date, or have had sex.
- ☐ The Respondent has sexually assaulted me.

Findings About Abuse:

Warning!
☐ Weapon involved
☒ Has or owns a weapon



1. The Court has jurisdiction over the parties and this case. The Respondent was given reasonable notice of the hearing and an opportunity to be heard.

2. Based on the information in the *Petition*, and the hearing held, the court finds that the Respondent:
☑ Did the things listed in the Petition and the court adopts these as facts and incorporates them by reference, AND/OR
☐ Did the following things:

_____

_____

_____

AND there is credible evidence that Respondent is a threat to the safety of the Petitioner and ☐ Petitioner's Minor Children.

3. Respondent has specifically: *(check all that apply):*
☑ Abused/Threatened to Abuse
☐ Sexually Assaulted
☑ Stalked
the ☑ Petitioner AND ☐ Petitioner's Minor Children.

Findings about the minor children of the parties: *(check one):*
☐ The Court has jurisdiction over custody for the child(ren) of the parties because his/her/their home state is Tennessee.
☐ The Court has temporary emergency jurisdiction over custody for the children of the parties listed above because they are in Tennessee now, and they (or the Petitioner) were at risk. (If another state has jurisdiction over child custody under UCCJEA, this Court's temporary jurisdiction will end on _____ or when the other state's Court makes an order.)

Findings About Firearms:

The Respondent *(check all that apply):*
☑ Has no firearms
☐ Has firearms that he/~~she~~ must give to someone else who is allowed to have them (TCA § 36-3-625).
☐ Has firearms that are registered under the National Firearms Act and must be either transferred to a responsible third party, or locked in a safe or other secure container to which the Respondent does not have access. A state or federal agency must give its approval before the firearms are turned in.

☐ Has a federal firearms license (FFL) or is a responsible party under an FFL, and has firearms under that FFL that qualify as business inventory, and *(check one):*

☐ There is **no** responsible party listed on the FFL other than the Respondent in this case. The Respondent must turn in or transfer all firearms inventory under his/her control to a separate FFL holder who is legally allowed to have firearms.
☐ There **is** another responsible party listed on the FFL other than the Respondent in this case. This Order does not require the Respondent to turn in or transfer the firearms inventory.

Other Findings:

☐ Petitioner is a party to a lease or rental agreement and that continuing to reside in the rented or leased premises may jeopardize the life, health and safety of the petitioner or the petitioner's children.

☐ Petitioner has proven by a preponderance of the evidence that petitioner and any minor children in the petitioner's care are the primary users of the wireless telephone number(s): _____ and the Court should enter a separate order, pursuant to TCA §36-3-627, directing _____, a wireless telephone service provider, to transfer the billing responsibility for and rights to the wireless telephone number or numbers of petitioner since petitioner is not the account holder.

The Court orders Respondent to:

☑ Obey all orders on this form.
☑ Not abuse or threaten to abuse Petitioner or Petitioner's minor children.
☑ Not stalk or threaten to stalk Petitioner or Petitioner's minor children.

Other Orders to the Respondent *(Check all that apply):*

☑ **No Contact**
You must not come about the Petitioner (including coming by or to a shared residence) for any purpose and must not contact ☑ Petitioner AND ☐ Petitioner's children, either directly or indirectly, by phone, email, messages, text messages, mail or any other type of communication or contact.

☑ **Stay Away**
You must stay away from the ☐ Petitioner's home ☐ Petitioner's workplace ☐ Children's home and workplace.

☑ **Personal Conduct –**
☑ You must not cause intentional damage to the Petitioner's (or Petitioner's children's) property or interfere with the utilities at their home(s).

☑ You must not hurt or threaten to hurt any animals owned or kept by the Petitioner/Petitioner's children.

☐ **Counseling/Substance Abuse Programs**
You must go to the following program(s) and give the court proof that you have gone, participated and have made progress in this program *(contact information):* _____

☐ **Parenting Time**
☐ The Petitioner will have custody of the minor child(ren) in this case.
☐ You will have parenting time with your minor child(ren) at the following times:
_____
_____

☐ Your parenting time will be supervised by: _____ at: _____.

☐ Exchange of the children will take place at and will happen as follows:
_____
_____

☐ The person in charge of getting the minor children to and from visitation will be:

☐ Mom ☐ Dad ☐ Other *(name):* _____ **to** the visits
☐ Mom ☐ Dad ☐ Other *(name):* _____ **from** the visits.

This is a Court Order.

☐ **Child Support** $____, each _____ (month/week, etc., beginning _____ (date).

☐ This is the guideline amount. See the attached DHS *Child Support Worksheet.*
☐ This is **not** the guideline amount and is a deviation from the guideline amount. The Court has considered the best interest of each child in this case, and finds that guideline support would be unjust or inappropriate in this case.
☐ Other: _____

Payment method:

☐ Pay the Petitioner directly by the _____ day of each month. (the court finds that this does not endanger the Petitioner or the Petitioner's minor children and it is not a violation to send payment only with no notes or comments to the Petitioner)
☐ Take payment to this Court Clerk's Office. You will also have to pay a clerk fee of _____% on each payment. The additional clerk fee amount is $_____ each month.
☐ Support payments will be ☐ withheld from your paycheck (Contact the Central Collection and Disbursement Unit at 800-838-6911 by _____or ☐ shall be sent directly to Central Collection Disbursement Unit at Central Child Support Receipting Unit, P. O. Box 305200, Nashville, TN 37229.

☐ **Petitioner Support** $_____/ each month.

Payment method:

☐ Pay the Petitioner directly by the _____ day of each month. (The court finds that this does not endanger the Petitioner or the Petitioner's minor children and it is not a violation to send payment only with no notes or comments to the Petitioner)
☐ Take payment to this Court Clerk's Office. You will also have to pay a clerk fee of _____% on each payment. The additional clerk fee amount is $_____ each month.
☐ Payment will be
☐ withheld from your paycheck (Contact the Central Collection and Disbursement Unit at 800-838-6911 by _____(date)
☐ shall be sent directly to Central Collection Disbursement Unit at Central Child Support Receipting Unit, P. O. Box 305200, Nashville, TN 37229.

☐ **Control of all Types of Property**
☐ Petitioner only ☐ and/or Petitioner's children are the only ones who can live in the property at:

_____
(address)

☐ You must move out immediately from *(address):* _____
☐ You must provide suitable alternate housing for the Petitioner by *(date):* _____, 20____.
☐ You must pay to the petitioner all costs, expenses and fees pertaining to the petitioner's breach of a lease or rental agreement for residential property in the amount of _____.
☐ Only the Petitioner can use, control, and possess the following property, things, and animals:

_____

☐ If the parties shared a residence, Respondent can obtain his/her clothing and personal effects such as medicine as follows: (List items to be obtained and process as approved by local law enforcement personnel):

_____
_____

☑ **Orders to the Respondent about Firearms:**

- You must not have, or attempt to have, receive or attempt to receive or in any other way get any firearm while this or any later protective order is in effect.

- You must transfer all firearms in your possession within 48 hours to any person who is legally allowed to have them.
- You must fill out and file a *Firearms Declaration* within 1 business day of transferring your firearms. You may take more than 1 business day to file this form **only** if the Court gave you a later deadline. (You can get the *Firearms Declaration* form from the Court Clerk's Office or at *www.tncourts.gov.)*
- If a state or federal agency approves it, your weapons that are registered under the National Firearms Act must be either transferred to a responsible third party, or placed in a locked safe or other secure container to which you do not have access.
- If your *Firearms Declaration* shows that you have a federal firearms license (FFL), and that you are the **only** responsible party listed on that FFL, you must transfer all firearms inventory under your control to a separate FFL holder or another responsible party.

☑ **Costs, fees and litigation taxes**
You must pay all court costs (Petitioner's costs and your costs), lawyer fees, and other fees or taxes related to this case.

☐ **Other Orders:**

☐ Petitioner and any minor children in the petitioner's care are the primary users of the wireless telephone number(s): _____ and a separate order shall be entered per to TCA §36-3-627, directing _____, a wireless telephone service provider, to transfer the billing responsibility for and rights to the wireless telephone number or numbers of petitioner since petitioner is not the account holder.

☐ _____

_____

THIS ORDER TAKES EFFECT IMMEDIATELY UPON SIGNING.

This Order starts today, *(date)*: 10/21/19. **This Order ends** *(date)*: 10/21/20.
☑ In 1 year. (The Petitioner may ask to extend the Order) ☐ In 5 years (1st violation of current PO)
☐ In 10 years (2nd or more violation of current PO)

Date: 10/21/19 **Time:** 10:05 ☐ a.m. ☐ p.m. Signature of Judge or Chancellor

Certificate of Service – Respondent *(check one):*	**Certificate of Service – Petitioner** *(check one):*
☐ Signed by Respondent: _____	☐ Signed by Petitioner: _____
☐ Signed by Respondent's counsel: _____	☐ Signed by Petitioner's counsel: _____
☐ Hand delivered to Respondent.	☐ Hand delivered to Petitioner.
☑ Hand delivered to Respondent's counsel.	☐ Hand delivered to Petitioner's counsel.
☐ U.S. mail, prepaid postage to Respondent's last known address	☑ U.S. mail, prepaid postage to Petitioner's last known address.
☐ U.S. mail, prepaid postage to Respondent's counsel's last known address	☐ U.S. mail, prepaid postage to Petitioner's counsel's last known address.
☐ Reasonable attempts to find the Respondent's address were made, but there is no known address at this time.	☐ Reasonable attempts to find the Petitioner's address were made, but there is no known address at this time.
Signature of Server: _____	Signature of Server: _____
Server's title *(check one):* ☐ Clerk ☑ Deputy Clerk ☐ Authorized Officer ☐ Attorney	Server's title *(check one):* ☐ Clerk ☒ Deputy Clerk ☐ Authorized Officer ☐ Attorney
Service was made on: Date: 10-21-19 Time: 10:45 ☐ a.m. ☐ p.m.	Service was made on: Date: 10-21-19 Time: 10:45 ☒ a.m. ☐ p.m.

☑ **The Clerk certifies a copy of this Order was forwarded to 911, local law enforcement, and any court in which the respondent and petitioner are parties to an action.**

This is a Court Order.

Warnings to Respondent:

This Order is valid everywhere in the U.S.

If you travel to another state, territory or tribal land, with the intention of disobeying this Order, you can be charged with a federal crime. The courts of any U.S. state, the District of Columbia, all tribal lands, and U.S. territories, must enforce this Order, even if the Order is not registered. (18 U.S.C. §§ 2262, 2265)

No Guns, Firearms

You must not have any firearm while this Order is in effect. You cannot own, possess, have, buy or try to buy, receive or try to receive, or in any other way get any firearm or ammunition.

You must legally transfer, sell, or turn in any firearm that you have within 48 hours. Transfers are only legal if the person you transfer to is allowed to have firearms. You may get your firearms back when the Order of protection ends.

You will face separate charges if you disobey this Order

You may face separate, Class A misdemeanor charges if:

- You do not transfer your firearm(s) legally by the deadline
- You have a firearm while the Order is in effect
- The penalty for each violation is up to 11 months and 29 days in jail and a fine of up to $2,500. There may be other charges if domestic violence is involved. If you disobey this Order on purpose, you may face up to 10 days in jail and a $50 fine for each violation. You may also have to pay a civil penalty of up to $50 for each violation.
- If you do not transfer, sell, or turn in any firearm you may face Class A misdemeanor charges and you may also be charged with a federal crime.
- If you hurt or try to hurt anyone while this Order, probation or diversion is in effect, you may face charges for aggravated assault, a Class C felony. (TCA §§ 39-13-102(c), 36-3-610)

Only the Court can change this Order:

Neither you nor the Petitioner can agree to change this Order. Even if the Petitioner attempts to contact you or agrees to have contact with you, you must obey this Order. If you do not, you can be jailed for up to 11 months and 29 days and fined up to $2,500.

To the Petitioner:
You may ask any government agency or utility provider to keep private any information that could be used to locate you, such as addresses, phone numbers, and/or social security number. To do so, give a copy of this Protective Order to the Records Department of the agency or utility.*(TCA § 10-7-504(a)(15-16))*

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 OCT 21 PM 3:58

FILED FOR ENTRY

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

AFFIDAVIT OF VIRGINIA LEE STORY

RECEIVED BY
Judges' Chambers
Date: 10-22-19

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Comes now, Virginia Lee Story, attorney of record for the Petitioner, and after being first duly sworn, states as follows:

1. I am over 18 years of age and have personal knowledge of the following facts.

2. At the August 29, 2019 hearing in this matter, the Court set this matter for final hearing on October 21, 2019 in open Court with Mr. Jeffrey Fenton present in the courtroom.

3. Since the August 29, 2019 hearing, Mr. Fenton relocated to Michigan.

4. In his handwritten note, he stated that he does not want to contest the divorce and that he does not wish to communicate with Virginia Story or anyone from her firm, ever again. He states that he will never be in Tennessee again. See attached **Exhibit 1**.

FURTHER AFFIANT SAITH NOT.

VIRGINIA LEE STORY

SWORN to and subscribed before me this 21st day of October, 2019.

Heidi L. Macy
Notary Public
My Commission Expires: 6-19-22

HEIDI L. MACY
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

411

D

2019 OCT 21 PM 3:58
FILED FOR ENTRY

Hon,

Thank you so much for leaving the picture here for me (your painting). I treasure it more than anything (But I must be) It is out of no anger or resentment that I leave it behind. I just can't keep it. out of intense sadness of losing You.

I hope you will keep it, and find that part of yourself again. That happy, simple playful place.

I also can't keep my wedding ring, so you are no longer bound to that pact. I just can't. It would kill me. I buried mine back where our little friends used to live. Not one came to visit during my stay here, which broke my heart.

The blue ray was from Mack, the gas mask has your name on it and was sized for you, the monopod you asked for.

EXHIBIT tabbies 1

I am so sorry things ended this way, but I can never speak with you again. To protect my heart, not out of anger or resentment

I will never communicate with Virginia Story or anyone from her firm, ever again. Regardless of the consequences.

If she will drop all charges and never contact me again, then I will likewise drop my 250 page counter motion set for october 21ST.

I will mail you the free simple divorce papers signed - and as long as no lawyers are involved, we each walk with what we have, Assets + debts, and no alimony etc... due either ever. only if we finish non-contested together without a lawyer

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as we promised each other.

I would and will never hurt you or those you love in any way. Despite what they cost me.

I will always love you! I leave only with tremendous sadness, nothing more.

If Ms. Story tries to use any of this against me, I will dedicate my life to fighting and appeal this to state Court where the sale of our home will be found and proven to be against state laws. If I never hear from Ms Story or her staff or court, Then I'm done, and I surrender all. I will always love you!
I'm so sorry! 4.14

Please don't sell or discard any of this (except gas mask & flower vase if you want.) It was all worth MORE THAN MONEY. or it wouldn't be sitting here.

It is my kiss, on the cheek goodbye. Please kiss and hug my puppy for me.

Joint

Non-Contested, No Assets or Debts,

Divorce papers to be mailed to you within 2 weeks. It might take me a week to get to MI and unload this crap.

I will never be in Tennessee again. You never have ANY THING To FEAR FROM ME.

Love,

Goodbye FAWN!

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IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 OCT 21 PM 3:56

FILED FOR ENTRY 10/28/19

FAWN [redacted] FENTON,
Plaintiff/Wife,

vs. **No. 48419B**

JEFFREY RYAN FENTON,
Defendant/Husband.

RECEIVED BY
Judges' Chambers
Date: 10-22-19

FINAL DECREE OF DIVORCE

THIS CAUSE came on to be heard on the 21st day of October, 2019 before the Honorable Michael W. Binkley, Judge, holding Court for the Chancery Court for Williamson County, Tennessee, upon the Complaint for Divorce filed by Wife on June 4, 2019 of which Husband was served on June 20, 2019. Husband has not filed an Answer and has had two attorneys both of whom have withdrawn. The last attorneys, Marty Duke and Mitchell Miller, withdrew on August 29, 2019 while Mr. Fenton was in open Court and Mr. Fenton stated that he wished to proceed *Pro Se*. The Court informed Mr. Fenton of self-representation and Mr. Fenton confirmed that this is how he wished to proceed. The Court set a Final Hearing date in the Order entered on August 29, 2019. 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.

It is therefore **ORDERED, ADJUDGED and DECREED** that the Wife, **FAWN [redacted] FENTON**, shall be granted an absolute divorce on the grounds of inappropriate conduct. The parties' real property located at 1986 Sunnyside Drive, Brentwood, TN 37027 has a contract pending for sale. Attached is the closing statement and print out from the Bankruptcy Court as to the outstanding debt **(Exhibit 1)**. There are no proceeds remaining to disburse. If for any reason the property does not close under the current contract, then Wife shall be granted all

right, title and interest in and to said real property and shall take all necessary steps to ensure that Husband's name is not associated with the property or the debt. Wife may sign any and all documents to close the property if a subsequent buyer is obtained and any proceeds shall be awarded to Wife free and clear of claims of Husband. The parties have divided all personal property. Each party is awarded all personal property in their respective possession. Wife is in Bankruptcy which addresses her debt allocation and she will be responsible for all her indebtedness holding Husband harmless for the same.

It is further **ORDERED, ADJUDGED and DECREED** that Wife shall be solely responsible for all indebtedness in her name or incurred by her including her Bankruptcy. Husband shall be solely responsible for any and all debts in his name or that he has incurred holding Wife harmless for same. If Husband does not pay the creditors and they seek payments from Wife and she is forced to pay the same, then Wife shall be awarded a Judgment for any amounts she has to pay for which execution may issue.

Additionally, neither party shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement.

It is further **ORDERED, ADJUDGED and DECREED** that each party shall be awarded any banking, investment or retirement accounts in their respective names free and clear from the other party. All joint accounts have been closed. All right, title and interest of either party in and to any account or account balance awarded to the other party shall be, and is hereby, divested out of that party and vested absolutely in the other party.

It is further **ORDERED, ADJUDGED and DECREED** that the parties will file 2016 and 2019 taxes separately. Each party shall assume sole and separate responsibility for paying any taxes, penalties and/or interest which may hereafter be finally determined to be due as a result of

income earned and/or received by that party or losses or deductions taken with respect to that party's income during any year for which the parties file, or have filed, joint income tax returns. Further, each party shall hold the other party harmless from any liability for such incomes taxes, penalties and/or interest as may hereinafter be finally determined to be due as a result of that party's misreporting of previous income.

It is further **ORDERED, ADJUDGED and DECREED** that Wife shall be awarded the 2017 Toyota Prius (VIN: [redacted] titled in Wife's name free and clear of any claim by Husband. All right, title, and interest of Husband in and to said vehicle shall be, and is hereby, divested out of him and vested absolutely in Wife. Wife shall be, and is hereby, solely and separately responsible for any debt or liability associated with this vehicle as of the date of execution of this Agreement and shall indemnify and hold Husband harmless therefor. Each party shall be responsible for their own car expenses and insurance.

Husband shall be awarded the 2003 Buick LeSabre (VIN: 1G4HR54K43U236502) titled in Husband's name free and clear of any claim by Wife. All right, title and interest of Wife in and to said vehicle shall be, and is hereby, divested out of her and vested absolutely in Husband. Husband shall be, and is hereby, solely and separately responsible for any debt or liability associated with this vehicle as of the date of execution of this Agreement and shall indemnify and hold Wife harmless therefor. Husband shall be responsible for liability insurance on the 2003 Buick LeSabre and further agrees to remove Wife's name from any insurance policy regarding the same.

It is further **ORDERED, ADJUDGED and DECREED** that Wife is awarded a Judgment against Husband for all court costs incurred for which execution may issue. Attorney for Wife shall file her Affidavit for the Court of the communication from Husband that he did not wish to

contest the divorce and that he was present in Court on August 29, 2019 when the Final Hearing was set to be heard.

ENTERED this 24th day of October, 2019.

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

APPROVED FOR ENTRY:

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

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been forwarded via U.S. mail to **Jeffrey Ryan Fenton**, Husband *Pro Se*, at 17195 Silver Parkway, #150, Fenton, MI 48430 this 25th day of October, 2019.

VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been forwarded to **Virginia Lee Story**, Attorney for Wife, at the above address, and to **Jeffrey Ryan Fenton**, Husband *Pro Se*, at 17195 Silver Parkway, #150, Fenton, MI 48430 this 30th day of October, 2019.

Kelly A. Linkous, Dep.
CLERK

OMB NO. 2502-0265

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B. TYPE OF LOAN: 1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.

6. FILE NUMBER: P19-10267A-BW 7. LOAN NUMBER:

8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

10 356 (P19-10267A-BW)(FD P19-10267A-BW)

D. NAME AND ADDRESS OF BORROWER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
GL Properties, LLC	Jeffrey R. Fenton and Fawn T. Fenton	Cash transaction

OCT 21 PM 3:56

FILED FOR ENTRY

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT: 62-1517234	I. SETTLEMENT DATE:
1986 Sunnyside Drive Brentwood, TN 37027 Williamson County, Tennessee	Bankers Title & Escrow Corp. PLACE OF SETTLEMENT 5107 Maryland Way, Ste. 115 Brentwood, TN 37027	October 21, 2019

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		**400. GROSS AMOUNT DUE TO SELLER:**	
101. Contract Sales Price	324,360.00	401. Contract Sales Price	324,360.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	1,678.13	403.	
104. Buyers Premium to McArthur Sanders COmpany		404.	
105. Buyers Premium		405.	
Adjustments For Items Paid By Seller in advance		*Adjustments For Items Paid By Seller in advance*	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes 10/21/19 to 01/01/20	423.52	407. County Taxes 10/21/19 to 01/01/20	423.52
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	326,461.65	*420. GROSS AMOUNT DUE TO SELLER*	324,783.52
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		**500. REDUCTIONS IN AMOUNT DUE TO SELLER:**	
201. Deposit or earnest money	32,436.00	501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)		502. Settlement Charges to Seller (Line 1400)	7,475.50
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff First Mortgage to Specialized Loan Servicin	248,533.30
205.		505. Payoff Second Mortgage to Bancorp South/19-02693	55,439.68
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments For Items Unpaid By Seller		*Adjustments For Items Unpaid By Seller*	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes to		511. County Taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517. Buyers Premium to McArthur Sanders Company	9,180.00
218.		518. Buyers Premium to HND Auctions	9,180.00
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	32,436.00	*520. TOTAL REDUCTION AMOUNT DUE SELLER*	329,808.48
300. CASH AT SETTLEMENT FROM/TO BORROWER:		**600. CASH AT SETTLEMENT TO/FROM SELLER:**	
301. Gross Amount Due From Borrower (Line 120)	326,461.65	601. Gross Amount Due To Seller (Line 420)	324,783.52
302. Less Amount Paid By/For Borrower (Line 220)	(32,436.00)	602. Less Reductions Due Seller (Line 520)	(329,808.48)
303. CASH (X FROM) (TO) BORROWER	294,025.65	*603. CASH (TO) (X FROM) SELLER*	5,024.96

Substitute Form 1099-S:

SELLER'S TAX ID SOLICITATION: THE INFORMATION IN BLOCKS E, G, H, I AND ON LINES 401, 403, 407 and 408 IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED. YOU ARE REQUIRED BY LAW TO PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the 2019 Schedule D (Form 1040) instructions. If the real estate was not your main home, report the transaction on Form 4797, Sales of Business Property. Form 6252, Installment Sale Income, and/or Schedule D (Form 1040), Capital Gains and Losses. You may have to recapture (pay back) all or part of a Federal mortgage subsidy if all the following apply: a) You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate, b) Your original mortgage loan was provided after 1990, and c) You sold or disposed of your home at a gain during the first 9 years after you received the Federal mortgage subsidy. This will increase your tax. See Form 8828, Recapture of Federal Mortgage Subsidy, and Pub. 523, Selling Your Home.

If you have already paid the real estate tax for the period that includes the sale date, subtract the amounts on Lines 405, 407 & 408 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other Income" line of Form 1040. For more information, see Pub. 523.

For Paperwork Reduction Act Notice, see the 2019 instructions for Forms 1099, 1098, 5498, and W-2G.
Department of the Treasury - Internal Revenue Service

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN BELOW ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.

Seller's Signature Tax ID/SSN:	Seller's Signature Tax ID/SSN:	Seller's Signature Tax ID/SSN:	Seller's Signature Tax ID/SSN:

420

EXHIBIT tabbies 1

L. SETTLEMENT CHARGES

			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	$	@ 0.00 %		
Division of Commission (line 700) as Follows:				
701. $	to HND Realty			
702. $	to McArthur Sanders Real Estate			
703. Commission Paid at Settlement				
704. Buyers Premium	to HND Realty/McArthur Sanders Real Estate	$32,436.00		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801. Loan Origination Fee %	to			
802. Loan Discount %	to			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Lender's Inspection Fee	to			
806. Mortgage Ins. App. Fee	to			
807. Assumption Fee	to			
808.				
809.				
810.				
811.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest From	to	@ $ /day (days %)		
902. MIP To/Ins. for LifeOfLoan	for months to			
903. Hazard Insurance Premium for	1.0 years to			
904.				
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance	months @ $	per month		
1002. Mortgage Insurance	months @ $	per month		
1003. City/Town Taxes	months @ $	per month		
1004. County Taxes	months @ $	per month		
1005. Assessments	months @ $	per month		
1006.	months @ $	per month		
1007.	months @ $	per month		
1008. Aggregate Adjustment	months @ $	per month		
1100. TITLE CHARGES				
1101. Settlement or Closing Fee	to Bankers Title & Escrow Corp.		465.00	0.00
1102. Abstract or Title Search	to			
1103. Title Examination	to			
1104. Title Insurance Binder	to			
1105. Document Preparation	to Bankers Title & Escrow Corp.			
1106. Packaging & Shipping Fee	to			
1107. Attorney's Fees	to			
(includes above item numbers:		)		
1108. Title Insurance	to Old Republic Title Insurance Group			1,806.50
(includes above item numbers: 1102		)		
1109. Lender's Coverage	$			
1110. Owner's Coverage	$ 324,360.00	1,806.50		
1111. Payoff Processing Fee				
1112.	Bankers Title & Escrow Corp.			
1113.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording Fees: Deed $	12.00; Mortgage $	; Releases $	12.00	
1202. City/County Tax/Stamps: Deed		; Mortgage		
1203. State Tax/Stamps: Revenue Stamps		1,201.13; Mortgage	1,201.13	
1204. Recording Fee - Order	to Williamson County Register of Deeds			22.00
1205.				
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey	to			
1302. Pest Inspection	to			
1303. Advertising Expenses	to HND Auctions			3,500.00
1304. 2019 County Taxes	to Williamson County Trustee	013.IA03500		2,147.00
1305.				
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)			1,678.13	7,475.50

421

FRBP Violated: #3:19-bk-02693

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

JRF.002.1430.00

TNJudicial.org/c/aj/jrf002.pdf

Williamson County Chancery Court Tennessee (Trial Court Records)

DOC: 002 | Page 430 of 719

Claims Listing

Name	Clm#	Filed	Description	Type	Level	Monthly Payment	Principal Paid	Principal Owed	Claimed Amount	Sched Amount	Account No.	% Paid	Rsv	Int Rate
1305 CLAIM	1		UNSECURED - 1305	O	43	$0.00	$0.00	$0.00	$0.00	$0.00				
BANCORPSOUTH BANK	2	✓	MTG-ON GOING MTG PYMT	D	21	$275.00	$550.00	$0.00	$0.00	$0.00				
BANK OF AMERICA NA	3	✓	MTG-ON GOING MTG PYMT	D	0	$0.00	$0.00	$0.00	$0.00	$0.00				
TOYOTA MOTOR CREDIT CORP	4	✓	AUTOMOBILE LOAN	V	21	$356.99	$625.08	$11,974.92	$12,600.00	$12,600.00		4.96%		5.50%
UNITED STATES TREASURY	5	✓	PRIORITY CREDITOR	C	22	$0.00	$0.00	$0.00	$0.00	$0.00				
[redacted]	6		COSTED - LEASE PYMT/POST PET	K	0	$0.00	$0.00	$0.00	$0.00	$0.00				
BECKET AND LEE LLP	7	✓	UNSECURED CREDITOR	H	41	$0.00	$0.00	$9,518.02	$9,518.02	$9,518.02				
ASCEND FEDERAL CREDIT UNION	8	✓	UNSECURED CREDITOR	H	41	$0.00	$0.00	$12,900.65	$12,900.65	$17,811.23				
BANK OF AMERICA	9		UNSECURED CREDITOR	H	41	$0.00	$0.00	$0.00	$0.00	$11,793.22				
CAPITAL ONE BANK USA NA	10	✓	UNSECURED CREDITOR	H	41	$0.00	$0.00	$9,906.18	$9,906.18	$9,818.83				
CHASE CARD	11		NOTICE ONLY	N	0	$0.00	$0.00	$0.00	$0.00	$0.00				
US ATTORNEY GENERAL	12		NOTICE ONLY	N	0	$0.00	$0.00	$0.00	$0.00	$0.00				
UNITED STATES TREASURY	13	✓	UNSECURED CREDITOR	H	41	$0.00	$0.00	$0.00	$0.00	$0.00			✓	
ASCEND FEDERAL CREDIT UNION	14	✓	UNSECURED/MODIFIED	M	31	$0.00	$787.11	$4,212.89	$5,000.00	$0.00		15.74%		9.50%
BANCORPSOUTH BANK	15	✓	MTG-PRE-PETITION ARREARS	E	0	$0.00	$0.00	$0.00	$0.00	$0.00				
BANCORPSOUTH BANK	16	✓	MTG-GAP PYMTS (POST PET/PRE CONF)	E	22	$0.00	$825.00	$0.00	$825.00	$0.00		100.00%		
BANCORPSOUTH BANK	17	✓	MTG-FEES, COSTS & EXPENSES	R	22	$0.00	$0.00	$1,023.40	$1,023.40	$0.00			✓	

Attorney Listing

Name	Description	Fee in Plan	Fee Paid Outside	Fee Paid to Date	Initial Amount	Fee Remaining
ROTHSCHILD AND AUSBROOKS PLLC	ATTORNEY FEE	$3,853.00	$0.00	$1,540.00	$0.00	$2,313.00
ROTHSCHILD AND AUSBROOKS PLLC	ATTY SUCCESS INCENTIVE/PRIOR ATTY	$400.00	$0.00	$0.00	$0.00	$400.00

Clerk Fees (Filing Fees / Notice fees) Listing

Name	Description	Fee in Plan	Fee Paid Outside	Fee Paid to Date	Fee Remaining
US BANKRUPTCY COURT	FILING FEE	$235.00	$0.00	$235.00	$0.00
US BANKRUPTCY COURT	NOTICE FEE	$75.00	$0.00	$75.00	$0.00

Debtor Refund

Name	Description	Refund Amount	Amount Paid	Amount Owed

422

Claim Payout

FRBP Violated: #3:19-bk-02693

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

JRF.002.1431.00

TNJudicial.org/c/a/jrf002.pdf

Williamson County Chancery Court Tennessee (Trial Court Records)

DOC: 002 | Page 431 of 719

Creditor Type	Cost	No Cost	SubTotal	Trustee	Total
Notice / Filing Fees					
Secured	$12,998.32		$12,998.32	$471.44	$13,469.76
Secured Arrears					
Unsecured	$36,537.74		$36,537.74	$1,325.20	$37,862.94
Priority	$400.00		$400.00	$14.51	$414.51
Attorney	$2,313.00		$2,313.00	$83.89	$2,396.89
Attorney (Type 5)					
Continuing Debt Arrears					
Totals	$52,249.06		$52,249.06	$1,895.04	$54,144.10
		Balance on Hand	$776.04	$28.15	$804.19
				Totals Less Balance on Hand	$53,339.91

M2019-02059-COA-R3-CV

FILED
NOV 20 2019 9:55 A.M.
Clerk of the Appellate Courts
Rec'd By

NOTICE OF APPEAL

Style JEFFREY RYAN FENTON

v. FAWN [redacted] FENTON

Notice

Notice is given that JEFFREY RYAN FENTON
[List name(s) of all appealing party(ies) on separate sheet if necessary]

appeals the final judgment(s) of the Chancery Court of Williamson
[List the circuit, criminal, chancery or juvenile court] [List the County]

County filed on 10/21/19 & 10/28/19 to the Civil Court of Appeals.
[List the date(s) the final judgment(s) was filed in the trial court clerk's office] [Name the Court of Appeals (civil), Court of Criminal Appeals (criminal), or Supreme Court (Workers' Compensation)]

Additional Information

Type of Case [Check the most appropriate item]

- [x] Civil
- [ ] Criminal
- [ ] Post Conviction
- [ ] Workers's Compensation
- [ ] Death Penalty
- [ ] Parental Termination
- [ ] Habeas Corpus
- [ ] Juvenile
- [ ] Dependent and Neglect
- [x] Other (Specifiy: OOP, Auction, Divorce)

Trial Court Number 48419B

Trial Court Judge Michael W. Binkley

Civil Appeal Cost Bond [Check the most appropriate item]

- [ ] Filed in trial court with copy attached
- [x] Indigent with copy of indigency order or affidavit attached
- [ ] Cash bond filed in trial court with copy attached

424

Criminal Appeal Appearance Bond [Check the most appropriate item]

- ☐ Order appointing counsel with copy attached
- ☐ Appearance bond with copy attached
- ☐ Incarcerated pending appeal

TDOC Number [Appellant is an inmate] _____

List of Parties

Appellant: Jeffrey Ryan Fenton At trial: ○ Plaintiff ◉ Defendant
Party's Address: 17195 Silver Parkway, #150, Fenton, MI 48430
Party's Telephone: (810) 354-5348
Attorney's Name: NA / Pro Se BPR#: NA / Pro Se
Attorney's Address: NA / Pro Se Phone: NA / Pro Se

** Attach an additional sheet for each additional Appellant **

Appellee(s)

Appellee: Fawn [redacted] Fenton At trial: ◉ Plaintiff ○ Defendant
Appellee's Address: [redacted] Brentwood, TN 37027
Attorney's Name: Virginia Lee Story BPR#: 11700
Attorney's Address: 136 Fourth Avenue South, Franklin, TN 37064 Phone: (615) 790-1778

** Attach an additional sheet for each additional Appellee **

CERTIFICATE OF SERVICE

I, Jeffrey Ryan Fenton, certify that I have forwarded a true and exact copy of this Notice of Appeal by First Class, United States Mail, postage prepaid, to all parties and/or their attorneys in this case in accordance with Rule 20 of the Tennessee Rules of Appellate Procedure on this the 19th day of November, 2019.

[Signature of appellant or attorney for appellant]

[Revised: 5-22-09]

425

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

FAWN [redacted] FENTON
Plaintiff/Appellee

vs

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

JEFFREY RYAN FENTON
Defendant/Appellant

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

NOTICE OF FILING

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

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

CERTIFICATE OF SERVICE

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

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

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

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

This the 18th day of February, 2020.

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

426

02/18/2020 13:40 8107501 THE UPS STORE F TON PAGE 01/54

FILED 2/18/20
ENTERED
BOOK PAGE
ELAINE B. BEELER, Clerk & Master

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE AND THE COURT OF APPEALS OF TENNESSEE, AT NASHVILLE

JEFFREY RYAN FENTON,
Appellant/Defendant,
v.
FAWN [redacted] FENTON,
Appellee/Plaintiff.

Docket #48419B
COA #M2019-02059-00A-R3-CV

APPELLANT'S/DEFENDANT'S RESPONSE TO NOTICE OF FAILURE TO COMPLY WITH RULE 24(b) or (c) or (d), RESPONSE TO APPELLEE'S MOTION TO DISMISS, AND RESPONSE TO THE CORRESPONDING ADMINISTRATIVE ORDER BY THE TENNESSEE COURT OF APPEALS

COMES NOW the Appellant/Defendant/Ex-husband, Jeffrey Ryan Fenton, representing myself "Pro Se" in this matter, not being able to afford legal counsel or representation, with my response and requests regarding the aforementioned legal matters, stating as follows:

First, I would like to bring to the court's attention, the disabilities with which I have been diagnosed, and continue ongoing treatment for. If not properly understood, one could easily draw incorrect conclusions, specifically about my communications, in how I speak and even more so, in my excessive use of words when writing. Please see Exhibit #1 for a thorough explanation regarding this, from both Terry M. Huff (LCSW), my Psychotherapist, and Dr. Richard E. Rochester (M.D.), my Psychiatrist.

I suffer from the following handicaps and mental disabilities:

Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5)

Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F41.1)

Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2)

Circadian Rhythm Sleep Disorder (CRSD) Non-24-Hour Sleep-Wake Disorder (Non-24) DSM-5 307.45 (G47.24)

Special Note: **Although "OCPD" (Obsessive-Compulsive Personality Disorder) sounds very similar to "OCD", a disorder and acronym which are much more common, "OCPD" is an entirely different disorder, with very little, if anything, in common with "OCD". Please take a moment to discover the differences, as is well described, in Exhibit #1.**

Prior to receiving your letter titled, "Notice of Failure to Comply with Rule 24(b) or (c) or (d)" on Thursday February sixth (snail mail to Michigan typically takes about five days), I had no idea that anyone was waiting upon or expecting me to send anything to the Chancery Court for Williamson County. Since to the best of my understanding, this is now a matter of the State of Tennessee Appellate Court, instead of the Williamson County Court, whose ruling I am currently appealing.

I furthermore believed that all parties were already in possession of the "Transcripts", since in the first hearing on August 1st, 2019, Ms. Story *(Docket #48419B)* had previously contracted with Ms. Susan D. Murillo, LCR, CCR to record/transcribe the hearing that day *(Exhibit #3)*, for Ms. Story's benefit, which I later voluntarily split the fees for, to also obtain a copy for myself. Similarly, in the August 29th Hearing at the "Old Courthouse", Chancellor Michael W. Binkley sought-out, found, and brought-in Ms. Emily L. Sipe, RPR, LCR with Harpeth Court Reporters *(Exhibit #2)*, to record/transcribe the hearing for the benefit of the court, as best I could understand, since I am a "Pro Se" litigant (purely due to my poverty).

I've been in possession of both transcripts (as I believed that all parties were), since prior to filing for an appeal. I could and would have immediately sent the transcripts to any party in need of them, had I known that such a rule, need, or requirement exists, or had anyone simply contacted me with a 30-second email or phone call, requesting that I send the documents.

It would have taken far less time for all parties, less expense for all parties as well (I had to skip work on Monday, February 10th, and yesterday Monday February 17th, to research and respond to these actions). Had the "system" merely been focused more towards promoting compliance and less towards penalizing those who are not fortunate enough to be educated on every minute technical detail of law, nor have the funds to defend themselves against high profile, high power law firms, such as that owned by Ms. Story, I believe that everyone would have benefitted.

So far, the law, combined with Ms. Story's expert craftiness, dishonest and deceitful strategies, and ethical/moral flexibility, is doing everything in their power to prevent my side of the story from ever being HEARD in any court of law! Meanwhile I have been falsely accused of being a "STALKER", of having posed some "danger" to Ms. Fenton worthy of revoking my Constitutionally guaranteed RIGHTS as an American Citizen. While Ms. Fenton's claims are still concretely founded upon false accusations, fabricated testimonies, deceptive, dishonest, fraudulent, and outright perjurious allegations which have so far gone unchallenged, without discernable care or scrutiny by the court, to protect those in NEED of protection, from the LAW being manipulated into a weapon, by which to harm the party whose unheard testimony still remains the TRUTH.

54 At the same time, I have been deprived of my property, my home, my freedom, my income, my
55 reputation, my financial and physical sustenance, my health care provision, my retirement savings,
56 my ability to afford equivalent counsel, all while refusing to even allow me to be HEARD in a
57 court of law. That is a Federal Crime!

58 Part of the strategy employed by Ms. Fenton and Ms. Story has been to bombard me with multiple
59 simultaneous actions, largely based upon false and fraudulent claims, which Ms. Fenton KNEW
60 would completely destabilize me, and that I had no reasonable means of responding to or defending
61 myself against. Due both to my psychological disabilities, which Ms. Fenton well KNEW how to
62 manipulate and "trigger" to her advantage, and my poverty, leaving me with absolutely NO time
63 OR funds for my defense, while panicking about the very real prospect of suddenly becoming
64 HOMELESS. (As was eventually forced upon me, by Ms. Fenton, Ms. Virginia Story, and
65 Chancellor Michael W. Binkley, of the Williamson County Chancery Court.) Showing absolutely
66 no care or consideration about how or where I was to live, immediately or for the years to come,
67 nor the funding to sustain my most basic needs, or to help train and rehabilitate me to eventually
68 re-enter the workforce. They not only failed to ETHICALLY show CARE, but they went so far as
69 to show intentional MALICE towards me!

70 Ms. Story falsely claimed in court that my father owns a "lake house" in Tennessee, where I could
71 stay, which Ms. Fenton knew was a deliberate LIE! Obviously intended both to make it appear as
72 though my family has money, as well as to make it appear as though I had favorable OPTIONS,
73 neither of which are TRUE!

In contrast, Ms. Fenton's family is full of condescending "over-achievers", who literally have millions, even tens of millions of dollars (according to Ms. Fenton's brother, Mark [redacted] MBA), at their disposal.

It requires no more than a little common sense, to SEE who has the HIGH DOLLAR attorneys at her beckon call, performing her bidding, despite the costs, while refusing EVERY attempt to mitigate our damages in any way, shape, or form. Who CHOSE to DISCARD our home, along with OUR $200k in EQUITY, which was our entire life's savings, merely as a means of EJECTING me from it! While fraudulently filing BANKRUPTCY simply to prevent me from receiving ANY FINANCIAL SUPPORT. How does someone with a six figure income, file bankruptcy on $50k worth of debts, and STILL afford to be as absolutely LITIGIOUS AS POSSIBLE, refusing all forms of collaboration, mediation, or loss mitigation of any and every sort, merely out of spite, regardless HOW EXPENSIVE IT IS?

I repeatedly offered to drop this ENTIRE APPEAL, even as recently as two weeks ago, forfeiting my ENTIRE LIFE SAVINGS, and ALL FUTURE HOPES OF PROVISION or vocational rehabilitation (including voluntarily forfeiting the alimony which I am HONESTLY LEGALLY due – Ms. Fenton's GREATEST compellent to date besides PRIDE), while signing a lifelong mutual "Hold Harmless" agreement with Ms. Fenton, IF only Ms. Fenton and Ms. Story would agree to TWO terms, neither of which have any REAL financial impact upon either of them, yet they have UNWAVERINGLY REFUSED. So now this isn't even just about MONEY anymore, or ALIMONY which Ms. Fenton was intent to discard me without. Now the only remaining motivation is POWER, PRIDE, and/or VENGEANCE, at ANY COST! Even at the cost of them both being potentially exposed for FRAUD! They will claim that it is due to some FEAR that I'm

an insane, threatening, and dangerous person, but if that were the case, wouldn't there be some EVIDENCE PROVING THAT, beyond their wild (fraudulent) and unsubstantiated claims? Why would they be so THREATENED by my testimony being HEARD in a court of LAW, if their ascertains were REALLY founded upon the TRUTH? Why are they paying a small fortune in legal fees to keep me **GAGGED** in a STRAIGHT-JACKET?

IF I was REALLY that terrible, awful, dangerous person, HOW would I have made it to being 50-years old without EVER a single arrest? Would I have literally thousands of emails and texts over the past 15-years with Ms. Fenton, which are playful and fun loving in nature? She wants to exhibit the instability, chaos, and drama after I learned that my ENTIRE LIFE was being betrayed, demolished, and discarded, without an ounce of CARE or FAIRNESS (which still never compelled a single physical threat to be uttered, thought, or performed).

IF I really was that awful person, would I really care AT ALL about an out-of-state OP? I can promise you that if my intentions were devious, no piece of paper would ever stop me, or cause me to pause. The OP ONLY HARMS me if I'm TRYING to "DO THE RIGHT THING", and walk-away, with any fair chance at rebuilding any portion of my reputation, my vocation, and my life (however lessor in comparison to years past).

I'm pretty sure that all the horrible things which a jilted lover COULD do, are still illegal, even without an OP. (Besides, I offered her a lifetime hold harmless agreement, which would offer her far more protection against any future actions of mine. An OP only lasts for ONE YEAR at a time!) With zero contact between us, it will be difficult to justify a second year.

PLUS what she REALLY "FEARS" the most, is being EXPOSED ONLINE for the horrendously uncaring, false, and fraudulent actions which she has brought against me through this divorce. Those assaulting the core of WHO I AM, which our common friends would obviously KNOW are a lie. (She can't have me posting anything about that on Facebook, even if it IS TRUE!) That or exposing fraudulent and/or unethical business practices/contracts, possibly even high-profile government contracts which weren't transparently handled. Even if not directly her FAULT, she could still be an accessory to those she may continue to shelter.

If my honest desire was to INVEST what little TIME I have left into exposing other people's crimes, even though I've had my entire life passionately obliterated by Ms. Fenton and Ms. Story this past year, the OP would have little if any bearing upon that. Online, almost anything can be done anonymously. So, if that was really the desire of my heart, it would have already been done by now.

I'm not wasting a moment which I have left in my life upon reigning wrath upon someone whom I still love, protect, and advocate for. I won't even allow my friends and family to speak poorly about Ms. Fenton (Ms. Story is another issue!) Despite the UGLINESS and UNFAIRNESS of how it all ended, no one in MY LIFE has ever done more for me, or meant more to me, than Ms. Fenton has in YEARS PAST!

That doesn't make how things ended "fair", "deserved", or "due" by any means! But it does make her still loved and forgiven, so I keep trying to offer her a **"free pass"** if only she will RELEASE me so that I can move forward, yet she refuses. After years of begging to be free (which to her meant not paying me any financial settlement or alimony, for everything which I have now lost,

by HER UNILATERAL ACTIONS, while I had absolutely NO warning, choice, or opportunity to attempt to "course correct", or to at the very least mitigate our losses. Because I still LOVE her, I'm willing to lose EVERYTHING, if merely she'll allow me to walk away with a CLEAN SLATE, simply regarding that which is within her control. I'm not even asking for her to pay off her share of the nearly $100k of MARITAL DEBTS which she abandoned in my name, which collectors are still trying to collect!

Since there is absolutely no possible outcome of this APPEAL, EXCEPT for either Ms. Fenton or I to LOSE MORE (neither of which I want to be a part of), I wish that she would concede to my petty requests, that we ALL might MOVE FORWARD with our lives, and try our best to forget the horrendous transgressions and personal LOSS which took place here in the Williamson County Chancery Court!

My two conditions which I've offered to Ms. Story and Ms. Fenton in order for me to drop every action in my appeal, to sign mutual life long hold-harmless agreements with Ms. Fenton, and to walk away from our marriage, our lives, all my PREMARITAL assets and investments, along with any hope that I ever had at "home ownership", "prosperity" and "retirement". While promising to never again step upon Tennessee soil, unless legally left with no alternative, are as follows:

1. **Immediately drop and expunge the OP, erasing every trace of it,** as though it never was erroneously ordered. (To "clear my record" for employment, as well as to restore my constitutional rights as an American Citizen, which are WORTH more to me than all the MONEY in TENNESSEE! This would have NO meaningful impact upon Ms. Fenton, financially, or otherwise, as I have reasonably explained in great detail. (I LIVE 600

MILES AWAY, AND WITHOUT ANY PROVISION FROM Ms. Fenton, a judgment against Ms. Story, Williamson County, or the other parties complicit in the nearly incomprehensible LOSS which I have Suffered, at the hands of this Tennessee JUSTICE system, I have no means of moving ANYWHERE within the foreseeable future.

a. If anyone, anywhere, has the SLIGHTEST doubt about whether I pose ANY "threat" of "danger" to Ms. Fenton, then please GLANCE at Exhibit #4, and that should put your mind at EASE! (Though it might make you question Ms. Fenton's potential for a violent shooting spree.)

2. **For Ms. Fenton to assume full legal responsibility for ALL HER LEGAL EXPENSES,** for EVERY ACTION brought against me! Court costs, attorney's fees, etc... It is absurd discrimination to the highest degree that I was EVER ORDERED to pay for any part of Ms. Fenton's LEGAL expenses, in the FIRST PLACE! I see no purpose other than to CONTINUE TO LEGALLY DOMINATE AND BULLY ME, which was the overwhelming theme of EVERY ACTION pursued by Ms. Story!

EVERYONE KNOWS THAT I'LL NEVER BE ABLE TO PAY A PENNY OF THIS, AND THAT THEY'LL NEVER BE ABLE TO FORCE ME TO! (I'm broke, I'm legally "uncollectible", I'm disabled, and I'm unemployed, with only the slimmest of vocational opportunities for the future.) This is kept by Ms. Fenton and Ms. Story for ONE and only one reason, TO CONTINUE TO OPPRESS ME! To continue HOLDING me down. Forcing me to BOW BEFORE THEIR POWER!

While I enjoyed no meaningful legal representation whatsoever! But was forced instead to represent myself PRO SE, after exhausting my mother's resources fighting FALSE

180 ALLEGATIONS, before ever even BEGINNING to discuss or defend our actual DIVORCE
181 action in court!

182 If it is of greater value to continue to HOLD ME DOWN, as obviously I have so far been unable
183 to stop, then I believe that the season is ripe to hear my voice, and to bring about some legislative
184 changes in how we treat each other as "equals", regardless of gender, social class, and any potential
185 disabilities suffered. The LAW says that I am EQUAL, yet you have CLEARLY treated me as
186 NOT SO. The question is what must be done to restore unto me that which the LAW (both State
187 and Federal) says? (Peacefully, with a pen, not a sword, I assure you. As Ms. Story and Ms. Fenton
188 contemplate how they might pervert, twist, and leverage my words to continue to "cuckold" me
189 even further...)

190 I WANT to become a computer technician or programmer, not a LOBBYIST! I haven't TIME left
191 in life to become BOTH! I'm willing to sacrifice my lifestyle and the money which I have earned
192 and am rightfully due, but I REFUSE to sacrifice my RIGHTS as an AMERICAN CITIZEN, while
193 I have yet never broken a single LAW, violating such RIGHTS!

194 Provided that no further actions are taken against me, **this offer to "settle" shall remain open,**
195 **as stated herein, through the last day of this month (February 2020).** As of March 1st, 2020,
196 if this offer has not been already formally accepted, in a manner which I (and any counsel I choose
197 to consult) find secure, binding, and acceptable, then this "settlement offer" shall forever be
198 immediately rescinded, to never be mentioned or available again. As I determine to see this appeal
199 through fruition, being judicially decided, by the highest of courts if necessary. At that point, I
200 shall refuse every "settlement" offer or opportunities for "mediation", with the same tenacity and

stubbornness with which Ms. Fenton showed in every action which she pursued with the assistance of Ms. Story. This is the FINAL OPPORTUNITY to make this all "go away" with very little (IF any) "consequences" taxed to the Appellee, her counsel, and the truly UNFAIR Chancery Court.

The only reason WHY I'm willing to "let go" of what Ms. Fenton justly OWES ME right now, is not because of any personal "inability to maintain the fight". Rather, it is because of my LOVE for Ms. Fenton, despite EVERYTHING which has transpired over the past two years, love is still my strongest compellent. I'd rather fight FOR than AGAINST Ms. Fenton ANY DAY, but that option has now been taken away from me.

Here is a FB post of mine from 5/29/2019: *"When the only one you can "win" anything from, is the one whom you love the most, you lose."*

Though having my person assaulted far BEYOND the realm and reach of our marriage and any financial considerations in either of our lives, I have no choice but to draw a line on how MUCH I'm willing to sacrifice for my love of Ms. Fenton.

The offer stated above being the FURTHEST which I can go without being able to either put this all BEHIND me, to focus on REBUILDING my life TODAY, or needing to continue in this litigation in order to CLEAR MY NAME, while seeking RESTITUTION and FAIR compensation for the continuing years which this relationship unjustly costs me.

I've given Ms. Fenton every chance in the World to accept this generous offer, time and time again, but I have nothing else left to GIVE her, and I can't afford to continue GIVING it. She

must either accept my offer, or reject it forever, while accepting responsibility for the consequences she will incur and experience, whether known and obvious or yet unpredictable, to be eventually determined by a court, regardless of the COSTS. I anticipate that continuing litigation will probably define at least the next year or two of our lives, with likely financial, professional, political, social, and emotional expenses for us both. I'm willing today to forfeit that, SETTING HER FREE to LIVE the BEST LIFE that she can, if only Ms. Fenton will return the favor by FREEING ME, to move forward unencumbered.

It is impossible to hold onto your anchor AND be free from it! She must let go! Or she must remain in relationship with me, if only to continue the FIGHT. With my freedom being the stakes which she has raised, there regretfully is no third alternative!

I'm only in "control" of me though, I have NO CONTROL over what Ms. Fenton is willing to "LET GO OF", or at what PRICE that decision would become acceptable to her and her family.

The end results should speak volumes to the COURTS though, as that which I've presented here, regarding the obvious POTENTIAL for her GAIN vs her LOSSES, requires no more than "common sense" to see and calculate. To knowingly pursue one's own GUARANTEED financial LOSS, reveals a motivation far deeper than "self-preservation".

IF only she would accept this generous offer of mine, which must come to a close within the next couple of weeks, for understandable reasons, she would NEVER hear from me or see me again, while owing me absolutely NOTHING!

240 **I can't BOTH move forward to build a future AND stay behind to fight for my FREEDOM**
241 **simultaneously!** Forced to choose between the two, I will fight to have my Constitutionally
242 guaranteed Freedoms restored, and the slander sliming my name erased from the annuls of history.

243 If I can't do that, then I will finish out my days as a lobbyist, as a "poster child" openly fighting
244 against Civil courts being able to judge any citizen with an ill reputed CRIMINAL designation,
245 such as a "STALKER", while depriving those citizens of their Constitutionally guaranteed
246 Freedoms as an American Citizen, without first being provided with legal counsel (as in all
247 criminal cases), and being tried before a JURY of their peers (rather than one potentially biased
248 judge).

249 The only exception which I believe makes sense, is for emergency exparte' actions, to protect any
250 immediate DANGERS, which due process could delay to the point of placing a party in physical
251 danger.

252 Still, I believe that the guidelines for what qualifies for an exparte' OP, as well as the penalties for
253 falsely testifying to have one ordered against another person, need to be sharply stiffened and
254 highly defined. From my research, probably 50% of the cases right now, are MALICIOUSLY
255 requested, supported by LIES, and are awarded by trial judges. That is a horrendous CRIME
256 against ANY FREE, LAW ABIDING, TAX PAYING, AMERICAN CITIZEN!

257 This is how my case was. I was treated like "Hannibal-Lecter" before the judge ever made eye
258 contact with me! (And it wasn't because I wore a face mask to keep me from eating people.) I
259 honestly believe that it was from character assassination from Ms. Story's barrage of pre-trial

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actions, slander, falsified testimony, sexual discrimination (taking the female's side by default – wanting to "protect" her), some nepotism, and meticulously crafted bias (created by Ms. Story's strategy and narrative of LIES). I believe that I NEVER had (or have) a FAIR chance inside a Williamson County Courtroom!

The strange part about it, was that I spent the better part of two days inside Chancery court rooms with Chancellor Michael W. Binkley, and in every case, with the exception of ONE, immediately prior to the FIRST time which I sat before his bench, I really liked the guy! He seemed to be very positive, polite, affirming, gregarious, encouraging, admitting the fallibility of his own humanity, even being humorous on several occasions. I genuinely liked his Honor, up until he got to the last person right before me, where the man obviously had a speech impediment, and Chancellor Binkley grew frustrated, a bit demeaning, demanding of the gentleman to answer when he was going to quit being "underemployed" to support his family properly. The gentleman stated that he had just obtained a new job earning $50k per year, and that WAS his attempt to maximize his vocational potential in that season. The Chancellor did not accept that answer and grew increasing irritated with the man, ordering the man's attorney to spend some time with him to better prepare him for providing testimony to the court, that if he returned again while stuttering and being unable to quickly and concisely answer the Chancellor's questions on the stand, then he would charge the man with some penalty.

At that point, my attorney whispered into my ear, and we both knew that I didn't stand a chance, as a disabled, unemployed man, supported by my wife (even by mutual agreement – which she now LIED about), in the court room of Chancellor Michael W. Binkley, the discriminating

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advocate for WOMEN, despite the circumstances and the outlandish LIES which they SWEAR to be TRUE!

We were both correct. Chancellor Michael W. Binkley assumed an entirely different posture than what I had witnessed all day, previously laughing with him and being impressed with his obvious people skills and apparent care to take the time to encourage both litigants and their counsel, complimenting those who he believed performed well in their delivery before the court. That was all over once I sat before the bench.

The Chancellor Michael W. Binkley that I sat in front of, never once obtained eye contact with me, nor even said "hello". He never questioned the validity of a single claim by Ms. Fenton and her counsel, having already established a relationship in multiple actions prior to this trial, meant to bias his heart toward favoring and protecting Ms. Fenton, considering me an ANIMAL which needed to somehow be "controlled" or put-down.

Per the transcripts *(Exhibit #2)* from the hearing on 8/29/2019, near the bottom of Page-16, Lines: 15-19. Chancellor Binkley states, **"One of the biggest problems I'm bumping up against in trying to make the best decision here is who's going to control the husband? Exhibit One and Exhibit Two show some very disturbing conduct."**

First of all, WHO proved that there was ever any NEED to CONTROL ME? This was all based upon multiple FRAUDULENT exparte' filings provided by Ms. Fenton and Ms. Story, before I ever even walked into a court room! Not a single TRUE piece of evidence (Exhibit-1 presented by Ms. Story), was the result of MY actions alone, but rather had been done YEARS earlier,

collaboratively, by agreement, by both Ms. Fenton and I. Such as installing the fence, the alarm system, laying out and installing the security cameras, the "no trespassing" signs, etc... I provided the court with DIFINITIVE proof (in my filing "2019-08-29 HUSBAND's RESPONSE & COUNTERMOTION for Violation of Exparte' Order of Protection", along with approximately 250-pages of CLEAR & COLORFUL exhibits). Showing beyond any shadow of a doubt that Ms. Fenton was not only my VOLUNTARY PARTNER in these actions, but many of them she actually DESIGNED and selected herself, while drawing structural details of our home, showing me exactly how to install the security cameras, with the existing framing, which I was unfamiliar with.

The camera system itself, was purchased approximately 4-years earlier, and had as much to do with my IT business and general interest in technology, as it did anything else. The security cameras have been used so far to help one of our NEIGHBORS catch vandals who ran over their mailbox! Likewise, the alarm system was purchased in 2011 or 2012, immediately upon purchasing our home, as we had an old outdated alarm system in my previous residence. As for the back-yard fence, surely having a FENCE is no indicator of being a "paranoid deviant" or a "danger" to society. Ours was a neighborhood friendly, high-grade, decorative aluminum fence, with a custom design, as meticulously drawn and specified by Ms. Fenton!

Our backyard fence was primarily installed to protect our WILDLIFE (which we fed each day), from the threats of the neighbors hunting dogs and cats, which they often allowed to run loose through the neighborhood, and lie in wait to kill birds which we had put food out for. (A slow-motion video showing our neighbors cat snagging a blue jay off of our fence railing (where Ms.

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322 Fenton put food for them), as I sat looking out the window while eating my lunch, is available
323 upon request.)

324 So, we installed a THREE-SIDED fence in our back yard, leaving the back OPEN to the hundreds
325 of acres of protected woodlands, to allow WILDLIFE into our back yard, while keeping the
326 neighbors and their pets OUT of our backyard.

327 The fence installer even got upset, while installing one of our gates near our driveway, because
328 the neighbor's yappy poodles were on our property (as they almost always were), circling his feet,
329 while barking at him nonstop. Before the fence, this was a daily part of our lives. Having reached
330 the limit of his tolerance for the situation, the fence installer yelled (loud enough for the neighbors,
331 who owned the dogs to hear), **"it is pretty bad when you need to install a fence, just to keep**
332 **your neighbors pets off your property!"** Yet there was no greater motivation for us to have a
333 fence installed! While adding the fence was one of Ms. Fenton's most ENJOYED improvements
334 which we made to that property.

335 Then to demonize it, manipulate the purpose, and use it against me, to falsely "demonstrate" my
336 "devious" "paranoid" and "antisocial" behavior, that was incredibly DEMEANING &
337 ETHICALLY WRONG!

338 What did we capture the most of and watch fondly together on our surveillance system, DEER,
339 RACCOONS, POSSUMS, and the entire community of wildlife, which largely came out of the
340 shadows throughout the night! There was hardly a night which went by where we didn't have
341 video of at least a half-dozen deer grazing, laying down, or sleeping in some area of our yard. I

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understand that may not be "NORMAL", nor is our love and care for WILDLIFE, but if caring for, protecting, feeding, and having compassion for the innocent lives around us isn't "NORMAL", then I pray that I NEVER become normal! While Ms. Fenton was the driving force which caused my heart to bend in favor of NATURE!

Regarding the "scary" no trespassing signs, those started off much smaller stock signs, also purchased 4+ years ago, as an entirely collaborative effort between Ms. Fenton and I. (I provided a SLEW of documentation showing Ms. Fenton's involvement, planning, communications, and assistance in purchasing and designing these signs in my "2019-08-29 HUSBAND's RESPONSE & COUNTERMOTION for Violation of Exparte' Order of Protection", which the court failed to acknowledge any portion of, except for a small misquoted paragraph, manipulatively interjected by Ms. Story during our hearing on 8/29 at the "Old Courthouse" in Franklin,, which Chancellor Binkley accepted verbatim, without reading it himself, nor allowing me to defend myself against the deceptive assertation by Ms. Story, as Chancellor Binkley "harshly punished" me, revoking my legal right to take MY personal property (which had been divided between me and Ms. Fenton for OVER a YEAR), as Ms. Fenton's own DIVORCE COMPLAINT STATED in Docket #48419B, filed on June 4th, 2019, Page-2, Section IV: **"Plaintiff would show that the parties have no assets other than personal property which has been divided with the exception of a few items. Husband and Wife have lived separately since April 2018."**

HENCE every claim by Ms. Story that **I shouldn't take with me ANY of MY personal property,** was purely manipulative and abusive DECEPTION, if not outright PURGERY, in my opinion! **"Harassment by Legal Process"**, at the very least! AND WHY did she do this? The house auctioned for nothing, it didn't matter what we left, the investor who purchased and flipped the

364 property, discarded $10k worth of stuff which we left behind. Hence the ONLY motivation which
365 I can find for Ms. Story's FALSE allegations, angering Chancellor Binkley at me, causing me to
366 be escorted off my property by the Sheriff's Department, being allowed NO time to pack, or even
367 allowing me to take with me ANY of my PERSONAL property (which Ms. Fenton's divorce
368 complaint admitted that we split up a YEAR earlier), was merely BECAUSE SHE COULD!

369 To demonstrate her POWER to me! Her SUPERIOURITY! To unfairly DOMINATE me once
370 again! Attempting to make me regret ever crossing her path and challenging her claims! All of
371 which is entirely malicious litigation, for which I DESERVE FAIR RESTITUTION for my
372 incredible PAIN and SUFFERING, at the tips of her talons!

373 It is true, that I am not an attorney. It is true that I don't have the technical expertise to manipulate
374 the law to perform my bidding, regardless of what side I am on, as Ms. Story does. It is true that I
375 have absolutely no chance at surviving this financial holocaust, which was unexpectedly thrust
376 upon me, with absolutely no warning or opportunity for me to mitigate our damages, despite what
377 Ms. Story and Ms. Fenton have deceitfully claimed without question in this court.

378 As with everything in life, there are both CAUSES and EFFECTS. Choices, actions, and then
379 consequences. So far, the court has ONLY heard about some strategically manipulated, pre-staged,
380 high drama, precisely targeted LIES meant purely to annihilate their opponent (which is regretfully
381 me) at ANY and ALL costs! While Ms. Fenton has leveraged any and every resource, both within
382 and outside the law, either at her disposal, within her reach, or within the reach of her wealthy and
383 condescending family, for the mere EGO boost of watching me be ground into fine dust.

384 Manipulating both State and Federal court systems, expertly in concert, to "play the parents
385 against each other", for the benefit of TAKING the most which either can offer, without a
386 comprehensive understanding of the implications and effects of each court upon the other, not
387 hearing or seeing the formation of the concert, or the part which each section plays at the maestro's
388 bequest. Believing instead that these are a bunch of unrelated coincidences or misfortunes,
389 evolving out of the same puddle of mud, rather than recognizing the majesty, magnitude, or the
390 architectural beauty of the transcending symphony being birthed before while unconsciously
391 engulfing them. A feat which in and of itself, is one of tremendous skill, virtually unconceivable
392 strategy, requiring extreme precision, with a degree of planning so intricately detailed, violently
393 delivered, with a ferocity never caught by the court's eyes. Which is easier to disbelieve than to
394 catch a glimpse of, study, and eventually recognize, that the assault actually DID take place,
395 though completely undetected in the moment. Followed by deliberate yet undiscernible or
396 intentionally overwhelming actions, which ultimately culminated into the flawless execution of
397 the PERFECT CRIME! Or did someone "accidentally" catch a momentary glimpse? Like a
398 studder during the movie, "The Matrix". Where you can begin to see the hallway of mirrors, and
399 curiously risk exploring deeper in search of the TRUTH.

400 That is the only hope that I have in this case. That one of the three Justices on the Appellate Bench
401 will see beyond my desperate cluster of WORDS, to the UNCONSCIONABLE TRUTH which
402 they are pointing toward, lunging toward, desperately seeking to EXPOSE! Without that one
403 momentary glimpse, with the curiosity and care to explore deeper (despite probably exploring
404 alone), with the willful determination to "risk" questioning the "norm" and the relationships being
405 leveraged, previously believed to be of high esteem, to an unwavering determination to push

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406 beyond everything which seems so OBVIOUS (for a reason), to uncover and ultimately discover
407 THE TRUTH, about who I am, what threat if any I pose, how "fairly" have I been treated during
408 this outright ambush of totally unnecessary, yet unconscionably abusive exercises of deliberately
409 malicious litigation.

410 ALL for the sake of Ms. Fenton's PRIDE, despite the economic and emotional costs, the POWER
411 of being seen by her FAMILY as a STRONG, POWERFUL, SUCCESSFUL, and
412 INDEPENDENT PERSON is worth EVERYTHING to her in this hour. What scares me for Ms.
413 Fenton's future, is what will become of her after this hysterical hour of mid-life has passed, along
414 with everything which she once dreamed of, which I helped to put within her hands? Now she will
415 have neither the companion nor the commodity. Once her family is no longer shouting in the
416 wings, for her to FIGHT, what will she have left to cling onto? That literally makes me cry, and
417 want to walk away from everything that I earned, owned, and possessed just two years ago, or that
418 I am JUSTLY due now, for my investments and contributions into both of our lives, which has
419 been forcibly and wrongfully stripped from me.

420 For over a decade my "job" has been to be Ms. Fenton's "bouncer", her "defender", her
421 "advocate", her "encouragement", her "confidence", her "helper" and "assistant" at every turn, her
422 "IT guy in her pocket", the strength, leverage, and TIME to help Ms. Fenton REACH her OWN
423 dreams! The whisper of "HOPE" into her ears, while they naturally cling to depression and despair.
424 In the end, I was also Ms. Fenton's "fall guy" and her "sin keeper", to protect and preserve her
425 person, her credit, her reputation, her financial security, her career, and ultimately her PRIDE,
426 from the ugly consequences of mistakes which we both made together, during the course of our
427 marriage, in the challenges that we faced side-by-side, before I became too ugly for her to be

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associated with. (Also due to her PRIDE.) I have never had to do anything more unnatural, disheveling, painful, and ultimately heartbreaking in my life than to FIGHT AGAINST the one woman whom I have FOUGHT FOR, throughout the past 15-years of my life! I don't even think that she can SEE it anymore. I don't think that she can SEE ME anymore. That's why I begged the court, in my "all in one" response and countermotion, filed on August 29th, 2019, which Ms. Story had the audacity to briefly misquote to the court during the hearing that day, to erroneously mislead and anger Chancellor Michael W. Binkley, which he stood upon verbatim, having never read the document, while denying me the ability to defend the misquoted claims. So in the end, my "all in one" defense of 63 typed pages, accompanied by approximately 250 pages of clearly demonstrative exhibits, proving beyond any shadow of a doubt, that I have been falsely accused, restrained, and harmed through the actions of Ms. Fenton, Ms. Story, and Chancellor Binkley, while the court provided the MUSCLE to hold me down, and then to drive me out, as Ms. Story and Ms. Fenton pillaged and looted everything meaningful which I had accumulated, earned, invested, or gained to date, in my life.

This is what the LAW has had to offer me in Williamson County Tennessee! Having NEVER once been arrested or charged with ANY crime, throughout my entire life! Having NO history of "domestic disturbances". Having not even received a single traffic citation during my 25-year residence, as a proud, hardworking, well respected, and honorable Tennessee citizen.

Ms. Fenton DECIDED and admitted to me, right before she abandoned me and our home, that however regretful and sad that she found it, that the only way for her to prosper INDEPENDANTLY and be FREE, was to TAKE away everything that I had built in my life, purely for her own gain.

448

450 Ms. Fenton could not CONCEIVE of an outcome, divorce settlement, or judgment which did not
451 absolutely DESTROY one of us, so she consciously chose to DESTROY me, in order to "FREE"
452 herself, of any financial consequences caused by or during our marriage.

453 Yes, she filed bankruptcy on $50k in primarily personal debt (caused almost entirely by her divorce
454 actions), with the earning potential of over $100k per year, as a graduate of MIT, holding an
455 Architects License in the State of Tennessee. While I invested my life into helping HER reach
456 HER dreams, and I was left penniless, homeless, and destitute, at FIFTY years old, with only a
457 High School education, refusing to even help me obtain a short-term technical certification to help
458 equip me re-enter the workforce. After over a decade of her being our family's primary bread
459 winner (by mutual agreement), affectionately calling me her "house husband", as I filled every
460 CRACK in our lives to enable us both to reach much further together (standard of living) than we
461 ever could have apart.

462 When we met, Ms. Fenton was NOT an architect, nor did she have any plans of EVER becoming
463 one! I encouraged her to reach for that brass ring, shortly before Tennessee changed their licensing
464 requirements, which would have prevented Ms. Fenton from ever becoming a licensed architect
465 in the State of Tennessee (or most of the country), without first obtaining a master's degree.
466 (Despite her undergraduate degree being from MIT, it was not accredited for Architecture, without
467 requiring further education first.) In order to pursue a master's degree, Ms. Fenton would need to
468 relocate away from Nashville for several years, which she adamantly swore that she would never
469 do. (At that time, Ms. Fenton believed that her entire MIT education was a massive WASTE of
470 money!) I helped change her perspective about that!

449

471 At the same time, when we met, I made more money than Ms. Fenton did. Regretfully due to my
472 choices to help Ms. Fenton REACH her dreams, rather than continuing to invest my TIME into
473 maintaining my own financial independence, I now am "qualified" to make approximately $10
474 LESS per hour than when we first met, approximately seventeen years ago, while Ms. Fenton's
475 potential earnings have multiplied three-fold!

476 I was raised upon and have contended for "CONSERVATIVE" values all my life. I never thought
477 that my "death-blow" would be dealt by a court that was "too conservative" to see men and women
478 as EQUALS, when it came to be a family's primary breadwinner. (Including the responsibilities
479 for care which come along with that role.) Now, for the first time, I must think of myself as
480 "liberal", because being "conservative" to that extreme extent is synonymous with condoning of
481 slavery, having separate drinking fountains, and denying women (along with people of color) the
482 right to VOTE. It is being "conservative" beyond the tolerance of law, both state and federal. Yet
483 it is the very TRUSTEES with whom we elect, to uphold our hard-won laws of equality, that are
484 bending if not breaking it.

485 I may not be a scholar of LAW, but I know the difference between RIGHT and WRONG! Between
486 FAIR and UNFAIR! Between COMMON SENSE and LITIGIOUSLY OPPRESSION! Between
487 upholding the law to PROTECT the people, versus allowing the elite to twist and leverage the law
488 to abuse, harm, and oppress those less financially, physically, and mentally fortunate.

489 I don't want anything that I have not EARNED! If the court could merely give me back what I had
490 before I ever met Ms. Fenton, then I would happily be on my way! Regretfully, that is not even
491 within the power of the court!

450

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

V014

Appendix 13-4

TECHNICAL RECORD

IV

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

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

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

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

TO THE
APPEALS COURT
NASHVILLE TENNESSEE

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

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

FILED 31ST DAY OF MARCH 2020.

CHANCERY COURT
NO. 48419B

Elaine B McKinney CLERK
DEP. CLERK

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

500 Is that such an unreasonable request?

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

451

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

736

WHEREFORE, I respectfully request that:

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

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

781 d. That the Clerk & Master typically only checks that PO Box once each morning, at
782 an EARLIER time than I can physically have the delivery of my included
783 "Exhibits" guaranteed by the USPS, on Tuesday 2/18/2020, which I believe is the
784 deadline issued by the State Appellate Court, in the Administrative Order by James
785 M. Hivner, on 2/3/2020. (Although I didn't receive that order in the mail, until
786 nearly a week later.)
787 e. Due to the time constraints of USPS, and Monday 2/17 being a Federal Holiday
788 (President's Day), the absolute soonest that I can have the transcripts and included
789 Exhibits listed herein Guaranteed by the USPS to be delivered to the Chancery
790 Court's PO box by, is 3PM on Tuesday 2/18/2020.
791 f. Since the delivery constraints required by the Chancery Court are much more
792 restrictive than those provided by the State of Tennessee, and since I am out-of-
793 state and have no other means of delivery reasonably within my means (having a
794 freshly acquired, extremely demanding job, with terribly long hours - including the
795 commute to and from Detroit).
796 g. While having taken a full day-off of work last Monday, to spend three-entire-days
797 to providing this information to you all via email, only to have it rejected without
798 notice. To now devoting another three-full-days to modifying, printing, and binding
799 this information, to provide it to you as quickly as is physically possible, through
800 overnight mail via the USPS, while simultaneously faxing you this portion to
801 ensure that I meet Mr. Hivner's deadline with at least this pleading. Having no
802 control over either the USPS or at what TIME the Clerk & Master's office chooses
803 to check their PO Box each day.

465

804 **h. I am requesting the following:**

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

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

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

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

466

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

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

EXHIBITS INCLUDED:

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

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

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

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

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

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

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

856 **3:19-bk-02693** Fawn [redacted] Fenton
857 Case type: bk Chapter: 13 Asset: Yes Vol: v Judge: Charles M Walker
858 Date filed: **04/26/2019** *(Two months earlier, without ever NOTIFYING me.)*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

475

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

• At 8:42pm, Ms. Fenton stated: "I was SO convinced you were going to try to destroy me, I was too afraid to ask you for an agreement."

- PROOOOJECTION! Nothing I say even remotely responds as Ms. Fenton falsely projected that I would!
- Similarly, I AGREED to an AGREEMENT long before Ms. Story entered the picture, with her high dollar legal fees. Yet Ms. Fenton still chose to DEFAULT upon our "Verbal Settlement Agreement" *(Exhibit #18)*, yet Ms. Fenton still chose the path to VIOLENTLY FIGHT IN COURT, at ANY COST, over simply keeping her word and providing me with ANYTHING which slightly resembled FAIRNESS on any level!

476

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

Respectfully submitted,

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

477

CERTIFICATE OF SERVICE

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

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

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

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

This the 18th day of February 2020.

Jeffrey Ryan Fenton (Pro Se)

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

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(FRANKLIN, TN 37065)			
(Weight:2 Lb 12.10 Oz)			
(Signature Waiver)			
(Scheduled Delivery Day)			
(Tuesday 02/18/2020 03:00 PM)			
~~(Money Back Guarantee)~~			
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(EJ267268960US)			
PM Exp Insurance			$0.00
(Up to $100.00 Included)			
Total:			$39.55

Credit Card Remitd $39.55
(Card Name:VISA)
(Account #:XXXXXXXXXXXX9769)
(Approval #:115111)
(Transaction #:930)
(AID:A0000000031010 Chip)
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or call 1-800-410-7420.

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Clerk: 03

479

EXHIBIT #1

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

2020 FEB 19 PM 1:10

FILED FOR ENTRY: _____

August 28, 2019

To Whom it May Concern:

I'm writing at the request of my client, Mr. Jeff Fenton, to explain his mental health challenges and their effects on his general functioning. I am licensed as a clinical social worker in Tennessee, and I have a private psychotherapy practice in Brentwood. I have been providing psychotherapy services for thirty years. My specialty is in helping adults with attention deficit hyperactivity disorder (ADHD).

I began seeing Mr. Fenton May 3, 2018. His primary concerns for which he sought my help were marital problems and effects of his ADHD. He has a history of particular difficulties with occupational functioning due to extraordinary perfectionism and getting lost in details, which contribute to inefficiency and missed deadlines. This particular challenge, along with certain other features, are consistent with symptoms of obsessive compulsive personality disorder. ADHD and OCPD have been the focus of Mr. Fenton's psychotherapy. He also has specific phobias and social anxiety, which have not been the primary focus in therapy.

ADHD is a neurological condition that makes it difficult to manage one's attention and inhibit impulses. It is often misperceived as an inability to focus rather than difficulty managing and shifting the focus of one's attention. Adults with ADHD often have difficulty returning to open awareness when locked into a focused state of awareness. They often have trouble activating and sustaining effort on monotonous tasks, organizing and prioritizing tasks, keeping track of items needed for tasks, estimating and tracking time, managing emotions skillfully, inhibiting speech and action (tending to talk excessively and interrupt others), and inhibiting impulses.

Obsessive Compulsive Personality Disorder is characterized by "preoccupation with orderliness, perfectionism, and mental and interpersonal control, at the expense of flexibility, openness, and efficiency," according to the DSM-5 (Diagnostic and Statistical of Mental Disorders - 5th edition). Individuals with this disorder try "to maintain a sense of control through painstaking attention to rules, trivial details, procedures, lists, schedules, or form to the extent that the major point of the activity is lost." They may get so caught up in the details of a project that they don't complete it, or they miss deadlines. If can take them a long time to complete a task due to this excessive preoccupation with details. They are often "inflexible about matters of morality, ethics, or values and may force themselves and others to follow rigid moral principles and very strict standards of performance." They often have trouble delegating tasks to others, as others must conform to their way of doing things. Those tasks must be done "correctly." They tend to "plan ahead in meticulous detail and are unwilling to consider changes." Their ability to compromise may be compromised by the inflexibility. They are uncomfortable with relationships and situations in which they are not in control or where they must rely on others. They are uncomfortable with the unpredictable.

480

One effect of the OCPD is Mr. Fenton's communication when dealing with conflict. His excesses in speech and writing can appear imposing or hostile. He acknowledges his compulsion to communicate excessively. The compulsion is driven by an undercurrent of unsettled feelings that persist until he is certain there is no possibility of being misunderstood. This pattern is consistent with the disorder (OCPD). His effect on others—i.e., anyone receiving the excess of communication—is often lost on him, as his attention is locked into the effort to be understood. Consequently, those efforts are experienced by others as intense and sometimes hostile.

Mr. Fenton is aware that he has more work to do on this problem. He recently requested that we focus less on the present crisis and more on managing the challenge of coping effectively with the symptoms ADHD and OCPD, and decreasing self-defeating behavior. Due to both conditions, Mr. Fenton's excessive attention to what he wants to communicate obstructs him from being aware, in a given moment, of effects of his efforts (e.g., the impact of the volume of his voice when speaking, or the volume of information when writing).

Mr. Fenton has been forthcoming in psychotherapy sessions and has been open and willing to be challenged with respect to his symptoms and their effects. He acknowledges mistakes when they are pointed out and is working to understand how his best intentions sometimes go awry, and his persistent efforts can be self-defeating.

Mr. Fenton has never expressed any intention of harming himself or others during the sixteen months that I have known him. I have never had reason to suspect any intention to harm himself or others. He has participated frequently in a support group for adults with ADHD. He has participated actively and has offered help to others in the group.

Thank you for consideration of the role that mental health and disability have played out in Mr. Fenton's life and relationships. His participation in psychotherapy and related services will continue.

Respectfully,

Terry M. Huff, LCSW

Terry M. Huff, LCSW

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

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

July 19, 2019

To Whom It May Concern:

RE: Jeffrey Fenton, DOB: 10/08/19/69

Jeff Fenton has been a patient under my care since February 2012. He has been diagnosed with a Generalized Anxiety Disorder, Attention Deficit Disorder, and some Obsessive Compulsive Personality traits. He has been complaint with both his psychiatric medications prescribed and his individual psychotherapy with Terry Huff, LCSW.

The symptoms of his illnesses have interfered with his ability to maintain employment, despite compliance with our treatment recommendations. His condition does not predispose him to any violent behavior and, to my knowledge, he has not been involved in any violent behavior since being a patient under my care.

If you have any further questions regarding his diagnosis, treatment, or prognosis, please contact me with his permission.

Sincerely,

Richard E. Rochester, M.D.

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Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5)

Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F41.1)

Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2)

Circadian Rhythm Sleep Disorder (CRSD) Non-24-Hour Sleep-Wake Disorder (Non-24) DSM-5 307.45 (G47.24)

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What are the symptoms of OCPD?

The symptoms of OCPD include:

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

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

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

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

November 1, 2018

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

To Whom It May Concern:

Jeffrey Fenton has been a patient under my care since 2012. He is treated for a severe Generalized Anxiety Disorder, Attention Deficit Disorder, and suffers from an Obsessive Compulsive Personality Disorder. He also has specific phobias regarding weather, driving across bridges, and flying, along with obsessive concerns over his health.

His symptoms of severe anxiety, obsessive worry, preoccupation with details and rules, perfectionism, inflexibility, and problems with rigidity have all interfered with his ability to hold a job and have a healthy relationship.

I have prescribed medication including Lexapro 40 mg a day, Vyvanse 70 mg a day, Xanax 1 mg every six hours as needed, and Restoril 30 mg at night for chronic insomnia. He also has continued to see Terry Huff, LCSW, in psychotherapy. Despite his compliance with his medication and therapy, his symptoms continue to be disabling.

Please consider Mr. Fenton's severe psychiatric condition in any judgments being made about his ability to work and his ongoing divorce. If you have any questions regarding his treatment or prognosis, please contact me with his permission.

Sincerely,

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

487

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

July 29, 2019

To Whom It May Concern:

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

Respectfully,

Terry M. Huff, LCSW

488

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

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

August 15, 2018

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

To Whom It May Concern:

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

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

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

Sincerely,

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

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Obsessive Compulsive Personality Disorder

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

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



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

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

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

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

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

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

Symptoms of Obsessive-Compulsive Personality Disorder

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

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

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- Shows significant rigidity and stubbornness

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

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

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

How is Obsessive-Compulsive Personality Disorder Diagnosed?

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

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

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

Causes of Obsessive-Compulsive Personality

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Disorder

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

Treatment of Obsessive-Compulsive Personality Disorder

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

▶ **References** - Click to open

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

Last updated: 23 Apr 2019
Last reviewed: By a member of our scientific advisory board on 23 Apr 2019
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EXHIBIT #2

2020 FEB 19 PM 1:10

FILED FOR ENTRY

FAWN [redacted] FENTON

VS

JEFFREY RYAN FENTON

Hearing

August 29, 2019

H
HARPETH
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www.harpethcourtreporters.com

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Case 1:23-cv-01097-PLM-RSK ECF No. 1-24, PageID.1155 Filed 10/13/23 Page 47 of 100

IN THE CHANCERY COURT FOR
WILLIAMSON COUNTY, TENNESSEE

FAWN [redacted] FENTON,

Plaintiff,

vs.

JEFFREY RYAN FENTON,

Defendant.

No. 48419B

HEARING

Before Judge Michael W. Binkley

August 29, 2019

11:20 a.m.

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

APPEARANCES:

For the Plaintiff:
VIRGINIA LEE STORY
136 4th Avenue South
Franklin, Tennessee 37064
(615) 790-1778
Virginia@tnlaw.org

For the Defendant:
Pro se

P R O C E E D I N G S

THE COURT: I want that to be in the Order because it's best that we put everything in the Order. This gentleman, he's going to share and pay one half of the per diem plus any expenses that he may incur as a result of asking for all or a portion of the transcript that will be ordered by him. Okay?

All right. Ms. Story?

MS. STORY: Your Honor, the motion that we are here on today is a motion for violation of the order of the court that was August 14th of '19. And after the order was entered, there was a pretty scary communication from Mr. Fenton. I am not here today to argue about that motion necessarily. The more pressing matter -- and that was his response, that is the lengthy response we received this morning. It deals more with the issues of why he made those statements and those type of things.

But the more pressing issue, Your Honor, was the deadlines for getting this house sold. So having leased the property, 1986 Sunnyside Drive in Brentwood, you ordered that it be sold by auction. You ordered the attorneys to select an auctioneer, which we did, and we got a referral from the chancery court clerk's office. And it ended up it was Pat

Marlin, who was actually a Realtor, but he does auctions and he used the services of Clyde Anderson. You know Clyde. He had done auctions for many years around here. And his son, Tommy Anderson, is now in the business. So Mr. Anderson went out to the property with Ms. Fenton, Mr. Fenton. We had some difficulty with the scheduling date, but we were able to get into the house. And Mr. Anderson, Mr. Duke, who was Mr. Fenton's previous lawyer, and Ms. Yarbro from my office went to the property. Ms. Fenton tagged the items like your Order told her to, and it was our understanding that Mr. Fenton would be out of the house by September 1. He said he was going to Michigan and that's where his, I think, his mother lives. I think his father has a lake home in Tennessee. That's where we thought maybe it would be more logical for him to go, but that is up to him where he wants to go.

What is obvious, Your Honor, is you're going to have to set a date for him to be out. The order said it would be auctioned 45 days from August 1st, and so that would be -- this is in your order of August the 16th. It would be 45 days from the date of August 1st, the marital residence would be sold by auction. And I have the auction contract here

for Mr. Fenton to sign, and I'm asking him to do that today. If for any reason he refuses to sign, I'm asking the court to put in the order that Ms. Fenton have the authority to execute any and all documents necessary for Mr. Anderson to get his property sold.

The other thing I think is important, Your Honor is --

THE COURT: What do you suggest as a deadline again?

MS. STORY: It was in the Order already. It was September 15th. He said that he was moving September 1st. That is Sunday.

MR. FENTON: That was my tenants move out by then, and then I had 45 days was for me.

MS. STORY: That is not true. He said that he had 45 days after September 1st to move, but that wouldn't even make sense.

THE COURT: Okay. Well, what does the Court Order say? Because I'm going to stick with that.

MS. STORY: The Court Order says, "The motion to sell marital residence by auction is granted and the same shall be auctioned within 45 days from the date of August 1st."

THE COURT: Okay.

MS. STORY: So he's got to be out for them to get this place ready to go.

THE COURT: All right. What date do you suggest?

MS. STORY: I have seen correspondence where he said September 1st. Now he's saying he can't. So I would suggest September 3rd, which is next Tuesday. And I would like the Order to reflect that the Williamson County sheriff's department will accompany him. And at this point --

THE COURT: You mean off the property?

MS. STORY: Off the property. And I don't think he needs to take any property.

What he did, Your Honor, in this response he filed, they had a TV that -- a Sony TV, a big screen, that my client's brother had given her. He now tells me in this response that he sold it for $1,000. And then the other thing, there was a dehumidifier in the basement that was like a $2,500 to 3,500 dehumidifier for moisture. He sold that. So if you let him take anything out at this point it's going to be sold and he's dissipating marital assets, which would be in violation of the restraining order.

And at this point Mr. Anderson, he can tag everything, they can video everything. We will

not disturb anything. If we have to use proceeds to get a storage unit, we will do that for Mr. Fenton's belongings. Mr. Fenton, in his response says he has a fear of heights. And so driving to Michigan, he has to drive over the Cincinnati bridge.

MR. FENTON: Yeah. That's really hard for me.

MS. STORY: And so he says he can't drive a U-Haul over it. So if we can just let him take his clothing, his jewelry, his personal effects, whatever he needs that he can pack in his car, and not have to drive a U-Haul of furniture at this point, that might be the best thing to do.

MR. FENTON: Where is my furniture going then?

THE COURT: Wait a minute. We're doing this one at a time.

MR. FENTON: I'm sorry.

THE COURT: Go ahead.

MS. STORY: If he will tag the items that he wants, like my client tagged the items per your order, if he'll just put a tag on items he wants, we'll make sure that those get stored, and then we can use the proceeds from the sale. We're going to deposit those into the clerk's office. And we can use

those to pay the next storage unit and then when he gets ready to come here and get his things, or maybe he wants to use some of his proceeds to have them shipped to him since he, you know, does have a fear of driving the U-Haul.

So I'm trying my best to be as accommodating to him and considering his condition that, you know, this is going to be a simple process for him. He can take his clothes, his personal property, be out September 3rd. We will tag everything, take care of it. Mr. Anderson is not going to destroy property. That's all I'm asking for. And if he would sign the listing agreement today and we put in the order that it be -- that she have the authority to sign any other necessary documents in case he does go to Michigan. It would be a little bit, logistically, difficult to do that.

THE COURT: What do you want me to do with this violation of the Order?

MS. STORY: Just continue it. We can just reset that portion of the motion. He just filed a response today. I'm fine to -- the ex parte remains in effect anyway under the Order of the Court, and I have not seen any further violations of that Order. The selling of the marital property is a concern to me

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

THE COURT: That's granted.

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

MR. FENTON: Okay.

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

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

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

you how it, works. Once I put a Court order down, I really expect people to obey it.

MR. FENTON: Yes.

THE COURT: And so the only way a judge can enforce a Court order if someone refuses to do it, and we're seeing it more and more, people are doing what they want to do and not really paying attention to a Court order. And I'm taking the time to tell you this because I don't want you and me to have problems with this.

MR. FENTON: No.

THE COURT: And let me tell you, my personal feeling is, as a judge, a judge who does not back up his or her Court order is worthless.

Now, if you have a reasonable excuse for disobeying an order, I will certainly hear it. And the last thing I want to do is put someone in jail for violating an order.

MR. FENTON: Yes. And that's the last thing I want, too.

THE COURT: Sure. Right. And so you and I have an understanding. And so you don't know me but I do mean what I say.

MR. FENTON: I believe that.

THE COURT: Okay. Good. And so we can

dispense with the rest of that.

MR. FENTON: And just as a question, were we saying that I disobeyed the Court order? Because I had --

THE COURT: No, no, we don't have anything like that really in front of us but --

MR. FENTON: Okay.

THE COURT: But let me tell you what I'm going to do here because we have to get moving.

MR. FENTON: Right. Can I still tell a little bit of my side before you rule on all of that?

THE COURT: Briefly.

MR. FENTON: Okay. So basically on my side, the narrative that has been brought to the Court so far is completely fraudulent about my person, about who I am, about me being violent. All of this stuff. The documentation that I provided you with shows that my wife is a highly skilled handgun instructor who owns assault weapons, has 5,000 rounds of ammunition under her bed. I mean, she is trained by the NRA, certified by the State of Tennessee to do rape prevention, pepper spray, everything. So the whole guise of feeling physically endangered was not -- she tried to do that with her first attorney --

THE COURT: We're not dealing with that

today.

MR. FENTON: I know. But that's basically the tone under which everything else is laid and that's --

THE COURT: I practiced law for 35 years. Long, hard years in the trenches.

MR. FENTON: Right.

THE COURT: I am trained to separate things in my mind that are important --

MR. FENTON: Okay.

THE COURT: -- and things that are unimportant. And I'm not trying to be rude to you, but you've got to trust me here. If you were a lawyer, I would be telling you the same thing. I would be saying, "Lawyer, that's not relevant to me right now."

MR. FENTON: Right.

THE COURT: I don't really care about all that. That's for another day. But let me just tell you this.

MR. FENTON: Okay.

THE COURT: These are real easy issues. I have got to put an order down for you to be out of that house.

MR. FENTON: I understand that.

THE COURT: On September 3rd.

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

THE COURT: No.

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

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

MR. FENTON: Well --

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

MR. FENTON: Right.

THE COURT: I can't make excuses for that. Listen to what I'm saying. I don't want you and I to get crossways with each other. We have to get a date set. I'm not going to make it two weeks.

MR. FENTON: Well, originally we had said the 45th, and that's when I understood that date that I had to be out. And I never communicated with her anything other than that. You had said 30 days for my roommates and that's what I always thought it was. And originally my understanding was I was staying there while I was selling the property so I could stay there till closing. Now, I understand that's not my preference and I understand it's not their preference. I'm willing to do that different, but I need to have -- I have 3,000 square feet of stuff.

THE COURT: What about another day in September? The first week in September?

MS. STORY: And, again, we're not going to dispose of any of his personal items.

THE COURT: They're not taking anything out of there. Do you understand that, sir?

MR. FENTON: My understanding is --

THE COURT: Whoa, whoa.

MR. FENTON: No, I don't understand.

THE COURT: Your personal property. Your clothes. Personal property being like your watch.

MR. FENTON: Furniture. That's all.

THE COURT: No.

MR. FENTON: We already agreed when me and my wife split it up that the house was mine. What she came and tagged is hers.

THE COURT: This isn't working. What you want to do is be a lawyer.

MR. FENTON: No, I don't. I can't afford a lawyer.

THE COURT: I'm talking right now. This is not a barroom. I have to maintain order.

MR. FENTON: Uh-huh.

THE COURT: I don't want you to get your feelings hurt, but if you get your feelings hurt, that's your business. I have got to maintain the integrity of this hearing. You need to quit interrupting me. And I'm going to make a ruling and you're going to have to stick with it.

MR. FENTON: Yeah.

THE COURT: All right? You are going to have to.

We are not touching any of the furniture and furnishings. You are to tag the items that you

would like to have. Go buy some little tags, you know.

MR. FENTON: But I wanted to take them with me so I'm only going over the bridge one time. That's what I was saying.

THE COURT: Well, I know that you would like to do that but we're not doing that. Okay? That's not the fair way to do it. And I'm not going to sit here and explain to you why it's not because it's part of the law that you assume when you stand up and start representing yourself. Assume that you know.

MR. FENTON: Okay. Then I would rather --

THE COURT: I can't talk while you're talking.

MR. FENTON: Okay. I'm sorry. I would rather stay in the house during the auction with that being the case. But the only reason I was going to leave ahead of time --

THE COURT: You're not going to stay in the house.

MR. FENTON: I'm not going to stay in the house?

THE COURT: No, sir. You're going to

leave by September 3rd noon, and you've got to be out of there or the sheriff will escort you off the property.

MR. FENTON: So have I done wrong to receive that kind of treatment, Your Honor? I mean, my wife had two months to move out.

THE COURT: Sir, we have already talked about all that. We had a previous hearing. We have a previous Court Order. You're representing yourself. You're assuming to know everything we've already talked about. I'm not going to go over it with you and spend four hours --

MR. FENTON: I understand.

THE COURT: Excuse me. Trying to be nice to you when you are presumed to know and understand what we have already done. I'm trying my best to be patient with you and you're trying my patience. I'm just letting you know.

MR. FENTON: I'm not trying to -- my last counsel had told me --

THE COURT: Sir, I'm not interested in what your counsel told you. I'm sorry. It's not important to me at this point.

Now, let's go back to what I was saying. I want you out of the house by 12 noon September 3rd.

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

MR. FENTON: Yeah.

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

MR. FENTON: Uh-huh.

THE COURT: Is that a yes?

MR. FENTON: Yes, sir.

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

MR. FENTON: Uh-huh.

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

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

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

MR. FENTON: Yeah.

THE COURT: Do you understand that? Your personal items, sir. You're not stupid. Listen, please. Your personal items are your clothes, your personal jewelry, and that's it.

MR. FENTON: My bed or my furniture?

THE COURT: No, sir. I'm going to say it for the third time. No furniture, no furnishings, no nothing.

MR. FENTON: That's not what you said in the last order.

THE COURT: Sir, you're not paying attention. You're not listening to what has happened. You're not paying attention to anything. And I'm not going to spend three or four hours here at the -- just trying to be nice to you and go through everything again. I'm just not going to do that. You're expected to know all of this.

Now, you're choosing to represent yourself. There's not a thing that I can do about that.

MR. FENTON: I --

THE COURT: Excuse me. I'm talking.

When you choose to represent yourself, you take it upon yourself to know all of the rules,

the law, everything.

Now, that doesn't sound fair but that's part of why we have to do it. We can't sit here and be your lawyer for you and start explaining things to you.

MR. FENTON: Okay.

THE COURT: I will try to be as accommodating and as nice to you as I possibly can. I don't think you're accepting that very well.

MR. FENTON: I'm not trying to be stubborn.

THE COURT: You're trying to fuss with me and argue with me and that's not what we're going to do today.

MR. FENTON: I'm not trying to fuss and argue with you. It's not what I understood your last order to be.

THE COURT: I'm going to go over it one more time.

MR. FENTON: I heard you.

THE COURT: No. I don't want there to be any misunderstanding because you have interrupted me several times.

MR. FENTON: Can I say one thing?

THE COURT: No. Listen. Don't try my

patience.

MR. FENTON: I'm not trying to.

THE COURT: Yeah, you are.

MR. FENTON: No, I'm not.

THE COURT: Well, quit being rude. This is what we're doing. You're going to sign this contract now. Give it to him, Ms. Story.

You are to be out of the house. Do not take any furniture, furnishings, or anything. But you're to be out September 3rd at noon. The only thing you can take with you -- I'm saying this for the fourth time because I don't want there to be a misunderstanding. This is going to be a court order. Now, items that you would like to have, that doesn't mean you're going to get them, tag them. Put a tag on them. Go to the 5 and 10 store, get some red tags, whatever, and say I want this. Post it. Or just put "H" on it, or something like that. Just commonsense.

Wait a minute. I'm not through.

There will be a deputy there to make sure that you followed the Court Order and do what you're supposed to do. That means -- let me finish. You keep wanting to interrupt. You're not listening to what I'm saying. You're thinking about what you're going to tell me. And then I don't want you coming in

and say, Judge, I didn't really understand that.

Because I've been down this road with folks who represent themselves. They don't get it. They don't understand, and then they whine and bellyache and come back and say that just wasn't fair. Fair is something you do in the fall. This is a courtroom. You are expected to know the rules. I am trying to be as cordial and as nice to you as I can but you're not letting me. All right.

You signed the agreement, you understand that you're to be out September 3rd at 12 noon, no later. Not one minute later. You're to tag the items that you would like to have before you leave. Do you understand that?

MR. FENTON: Yes, sir.

THE COURT: Do not, in the meantime, move anything else out of that house. Do not sell anything. Do you understand me?

MR. FENTON: Uh-huh.

THE COURT: Is that a yes?

MR. FENTON: Yes. Yes, Your Honor.

THE COURT: Well, "uh-huh" doesn't --

MR. FENTON: I'm sorry. Yes, Your Honor.

THE COURT: We're not in the bar. We're in the courtroom.

MR. FENTON: Okay.

THE COURT: All right. What else, Ms. Story?

MS. STORY: That'll do it. We can account for the items he sold at a later time and address that.

MR. FENTON: Can I make a comment about those, Your Honor?

THE COURT: No.

MR. FENTON: That is before this was in Court.

THE COURT: No, sir. I'm sorry. I've got to have a tight rein on this case. I knew that there were going to be problems at the beginning and I'm going to keep a tight rein and whatever I need to do to maintain the integrity of these Orders to maintain the integrity of this lawsuit, and for you to understand what your role is as a litigant representing themselves. I'm going to have to keep a tight rein on you. I would love to be nice --

MR. FENTON: I'm not --

THE COURT: Let me finish. Let me finish.

That would be much easier but you won't let me do it. So anything else, Ms. Story?

MS. STORY: Since he probably will be moving to Michigan, I would be amenable to him attending the final hearing by telephone if he doesn't want to drive back. And I can tell you, I will try to accommodate him in any way I can.

THE COURT: I know you will. You already have.

MS. STORY: And, also, the order probably needs to say that Ms. Fenton can execute any other documents that need to be executed because he might not be here to sign anything, that Mr. Anderson might need signed. So I would like to be able to put that in the Order.

THE COURT: All right. Then if you'll prepare the Order, that'll take care of us. That's what we're doing. That's the Order of the Court. Thank you very much.

(Proceedings were adjourned at 11:44 a.m.)

REPORTER'S CERTIFICATE

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

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

SIGNED this 18th day of September 2019.

Emily L. Sipe

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

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

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EXHIBIT #3

IN THE CHANCERY COURT
FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2020 FEB 19 P 1:11

FILED FOR ENTR

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

TRANSCRIPT OF PROCEEDINGS

August 1, 2019

Heard Before: HON. MICHAEL W. BINKLEY, JUDGE

Prepared by:
Susan D. Murillo, LCR, CCR
118 Wheaton Hall Lane
Franklin, Tennessee 37069
Phone: (615) 479-7511

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APPEARANCES:

For the Plaintiff/Wife:

Ms. Virginia Lee Story
Attorney at Law
136 Fourth Avenue, South
Franklin, Tennessee 37064

For the Defendant/Husband:

Mr. Mitchell R. Miller
Mr. Charles M. Duke
Attorneys at Law
1200 Villa Place
Suite 201
Nashville, Tennessee 37212

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PROCEEDINGS

MS. STORY: Your Honor, with your permission what we would like to do is leave the ex parte order of protection in place.

THE COURT: All right.

MS. STORY: That has given relief to these parties not being able to contact each other.

THE COURT: Okay.

MS. STORY: And put as part of that, that she does not contact him, he does not contact her, which the ex parte already has him restrained and enjoined from any contact whatsoever.

THE COURT: All right.

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

THE COURT: Okay.

MR. DUKE: Thank you, your Honor.

THE COURT: Any other issues?

MS. STORY: We can move on to the

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sale of the house.

THE COURT: Okay.

MS. STORY. This is the situation, your Honor. These parties have no minor children. They've been separated since March of 2018. Mrs. Fenton filed for divorce back in '18, and she was unable to get Mr. Fenton served. In that period of time Mr. Fenton was in the marital home, which is in Sunnyside Drive, 1986 Sunnyside Drive, Brentwood, Tennessee.

We believe that house should sell in the neighborhood of 414,000 we hope. It's a great location. People want to get in Brentwood, to get into Brentwood in that zip code. Those schools for that kind of price is wonderful. This thing could sell immediately if you had a good marketer to get that thing on the market and get it sold.

Mr. Fenton and Mrs. Fenton had agreed last year that they would do that. She then dropped the divorce. They were going to try to get it on the market. The problem with the private realtor is that Mr. Fenton posts these kind of documents that are -- this is the do not enter my property, and I'll hand you a copy of that.

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

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

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

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

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month. She is an architect, works for a firm, and Mr. Fenton was the IT person for the firm, and he hacked the emails so he lost that job. He is very intelligent. He has a high school education, but he is a self-taught computer genius.

And he also has -- or he had a real estate license. I don't believe that's current. He had a flip home of rental property in 2016, is my understanding, but he never filed his tax return for 2016, when he sold that home, and so we've got a tax liability from 2-2016, standing out there.

2017, 2018, my client did get the tax returns filed, but they withheld everything she paid in because they still haven't filed the 2016 tax return. So we have woes, IRS woes. We have unsecured credit card debt in excess of $48,000. There is a Chapter 13. Because my client makes $5800 a month, she can't qualify for a Chapter 7 bankruptcy.

And so what happened in the bankruptcy proceedings is they allowed her six months to sell this house. She will have to use her equity from the house. There should be about

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120,000 equity. We have asked --

THE COURT: Total or just her share?

MS. STORY: Total. So my client is around 80 -- his -- no. If it's 120 hers would be around 60. Most of hers will go to pay off the debt.

THE COURT: Is the IRS going to be intercepting this money?

MS. STORY: When he gets his -- the holdup here is the 2016 tax returns because he had the property that he sold, so I don't know where he is on getting that information together, but the IRS is clearly not bankruptable. Once he --

Once he files the 2016 tax returns, I imagine they will take that $8,000 they're holding of her money from the -- from her employment where she pays in her taxes. They will take that and apply it toward the '16 taxes, no doubt. So that's --

THE COURT: Any possibility she could be an innocent spouse? I don't know how that works anymore.

MS. STORY: She could probably, but since they are already holding 8,000 of her money, at this point, your Honor, she just needs the

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burden of all the debt off her mentally. She suffers from narcolepsy and she suffers -- she has very sleepless nights. She can't -- she has chronic fatigue.

Her health has declined considerably. It's a toxic marriage. It's been unbelievably difficult just dealing with Mr. Fenton to even get him served. So we continued this matter from Ms. Brittany Gates who was the attorney who was first retained to represent him. We continued it from June 29 until today to give her a month to work on him, to see if we could get the house on the market, do something.

We really believe the only thing we can do, your Honor, is to auction this house. We got a text on June 15th from Mr. Fenton. Here's a copy of the text, and he says --

THE COURT: Could this be with reserve or without reserve?

MS. STORY: I think without reserve, just let it go. I think a good auctioneer will do a fabulous job. It's a good flip property. It's a good -- as I said, in that zip code you can't hardly find anything for that price. So Mr. Fenton sent her an email.

Said I will -- text. (Quoted as read.) "I will stay here until the bank -- until you, the banks and the police carry me out of here, while they carry truckloads of junk and treasures out to the lawn." Then it goes on and on.

But that is truly what we've dealt with. So he's going to say that he doesn't have anyplace to live, and that he has renters. He has gotten renters in there. Well, we didn't sign a lease. We never authorized any renters to be in that house. I think the renters need to go.

THE COURT: Okay.

MS. STORY: So --

THE COURT: Do you know whether or not they are month to month or if there's a contract?

MS. STORY: I just got the lease, and I didn't have a chance to look at it.

THE COURT: Okay.

MS. STORY: I have been told that it says 90 days to vacate but -- I don't know. He says --

MR. DUKE: Your Honor, I'm sorry, but if Mrs. Fenton is going to make comments from

the table here, can we go ahead and put her under oath, please?

THE COURT: She won't make any more.

MR. DUKE: Thank you, your Honor.

MS. STORY: And I don't mind being under oath whatsoever. So I don't know. Like I said, I was just handed this lease.

THE COURT: Sure.

MS. STORY: So I do not know.

THE COURT: Okay.

MS. STORY: I feel sure we have an escape clause because my client didn't sign the lease. She is the owner of the property.

THE COURT: Is she the only titled owner?

MS. STORY: Both of them.

THE COURT: Okay.

MS. STORY: So that is our argument. I would ask that the exhibit on the note, don't come on my property, the no trespassing be made an exhibit to this hearing, and the email or the text from Mr. Fenton that says I will stay here until you, the banks and the police carry me out.

THE COURT: All right. We'll make this picture the first exhibit, number one.

(Exhibit One received into evidence to this hearing.)

THE COURT: What about the ...

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

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

(Exhibit Two received into evidence to this hearing.)

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

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

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

THE COURT: Okay.

MS. STORY: Well, April 26.

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

MS. STORY: I believe it starts from

the confirmation, but I'm not a bankruptcy lawyer, so I was counting from -- I have talked to the bankruptcy lawyer to make sure what relief we have to get.

THE COURT: Okay.

MS. STORY: And I'm supposed to send him a copy of this order from this court so that he can get the Bankruptcy Court to ratify that order so they're also in -- notified of that process.

THE COURT: What about -- just to fill in your statement here. I want to get the whole picture. Have y'all talked about an auctioneer? I know there are two opposite sides here. I get that, but have y'all gotten that far? You probably haven't because you disagree?

MS. STORY: Their position is they want a private realtor to come in.

THE COURT: Okay.

MS. STORY: I don't mind doing that, but, quite frankly, your Honor, I would not recommend any of the realtors I work with because I think it would be a nightmare. We get emails, books and books and books from Mr. Fenton all hours of the night, and I don't even think

there's anybody I could send into that situation.

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

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

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

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

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

MR. DUKE: There's another one as

well.

THE COURT: Okay. All right. Yes, sir. Well, whoever the lawyer is.

MR. MILLER: My name is Mitchell Miller from the Nashville Bar.

THE COURT: Yes, sir, Mr. Miller. How are you today?

MR. MILLER: I'm doing very well. We have made a lot of progress talking about this case so far, and my client is essentially coming down to accept the inevitability that we're going to need to sell this home to get this divorce finalized and to move Mrs. Fenton through the bankruptcy.

At this time, however, Mr. Fenton is not employed although he is looking for employment. He does have renters in this home, and I know that Ms. Story has taken issue with that, but I would also like to tell the court that this has sort of come about because of the bankruptcy and Mrs. Fenton stopped the -- you know, discontinuing her payment on the primary mortgage happened around the same time.

And so Mr. Fenton has tenants in this home and has what is supplements and provides

his ongoing day-to-day costs, although the first mortgage is not currently being paid. Mr. Fenton did not know that the first mortgage was not being paid until several months after Mrs. Fenton stopped paying.

So, Judge, we have sort of an issue here where the wife, by filing bankruptcy, filing divorce and stopping to pay the first mortgage, has created the financial crisis that we're now here to resolve.

Obviously, Mrs. Fenton would contend that my client ran up all the debt, and we're not necessarily here to determine all of the marital assets and how to distribute marital debt and assets conclusively, but my client would show the court that many of those -- many of those transactions and I'll say creative financial decisions were done by agreement, or at least with the knowledge of the wife.

However, for today's purposes we agree that the home needs to be sold, but Mr. Fenton's liability to his current tenants needs to be taken into account. Mr. Fenton's current financial ability needs to be taken into account, and we would oppose the motion in terms of an

auction, especially to the extent that it requested an immediate auction.

At minimum, Mr. Fenton needs some degree of time to gather his personal belongings, give proper notice to his tenants, find subsequent housing, and most importantly, if he doesn't have a renter income coming in, have some transitional time to figure out how to be self-sustaining in the short run.

We're not here on an alimony pendente lite motion, but we probably should be soon because --

THE COURT: Can I ask you this?

MR. MILLER: Yes, sir.

THE COURT: One of the biggest problems I'm bumping up against in trying to make the best decision here is who's going to control the husband? Exhibit One and Exhibit Two show some very disturbing conduct. I know you are not in charge of trying to control your client all the time.

I do know good lawyers like you gentlemen on the left side of the table will tell your clients, if you don't do what I tell you to do, we're out of here. I don't know how people

work any more, but that's the way we used to practice law. The lawyer is in charge. You can be nice and sweet, but tell the client what they need to do.

And I don't have any assurance at this point that his conduct won't continue thereby delaying this process even more. I know you can't guarantee his conduct. I know that, but is there anything you can give me to indicate that his conduct will not be an issue at all? You probably can't. If I were in your shoes I would probably say --

MR. MILLER: I can give you no guarantees.

THE COURT: I'm not an insurer of my client's conduct.

MR. MILLER: I will adopt that statement as Mr. Fenton's -- but, your Honor, I would indicate that there's been an ex parte order in place for some time now --

THE COURT: Right.

MR. MILLER: -- and that Mr. Fenton has complied with that to the letter, and that we stipulate he will continue to comply with that to the letter, and Mrs. Fenton has agreed with that

and also agreed, you know, not to have any contact with him.

So we are in a place. We are coming to the table and starting to realize -- I say "we" as in my whole team here and Mr. Fenton, that this is where the rubber is meeting the road, and this divorce is going to get moving along, and we're going to have to take this one step at a time.

This is going to have to be done. So I will tell the court that I am confident that my client now understands that. We spent many hours working with him to impress upon him the realistic difficulties of any divorce and, in particular, this one.

So I think what you are seeing there is probably something that you've seen a lot before, where spouses in emotional and financial crisis are lashing out in irrational, unstable ways. That is coming to an end, and I can give the court my best confidence that I believe that Mr. Fenton is turning a corner on that.

He has expressed that to the court by agreeing with Ms. Story's very generous proposal to continue the ex parte order rather

than go for it on 402. So I do think that there are some good indicators there. Mr. Fenton just told me that he is willing to take down all those troubling signs that Ms. Story mentioned.

We are prepared to entertain any other limitations and orders that the court would, you know, would want in that kind of order, but we do think that because the main asset in this divorce is this home, which we are essentially disposing of before there's been any discovery and any further analysis on this, that we need to proceed in a way that absolutely maximizes the total take on this.

THE COURT: Under the circumstances.

MR. MILLER: Under the circumstances.

THE COURT: That's where the real issue is here.

MR. MILLER: Yes, sir.

THE COURT: Can I ask you some more questions too? Ms. Story may be able to answer this. The other concern I have is: What kind of condition is the interior of the home? Have we seen -- has Ms. Story and her client had an opportunity to look at the interior to see what it

looks like?

MR. MILLER: Your Honor, I'm not sure. There's definitely some clutter, and my client is willing to get to work today to make sure that that is done, and in terms of following recommendations for a realtor, we'll follow all those recommendations. There may be some financial limitations about, you know, what extraordinary efforts can be made.

THE COURT: I'm going to think out loud here for a moment. My tendency is to -- considering all these factors, first of all we're getting ready to close out the best marketing months of real estate; however, when we look at property that is specialty property or property that is very desirable like Brentwood, that really doesn't matter like it used to.

People, if they want to buy, will buy. If the right buyer comes along -- and they do in these desirable neighborhoods -- they'll buy it.

MR. MILLER: Yes, sir.

THE COURT: So the next thing is, looking at the husband's past conduct, which bothers me, and his interruption of the smooth

transition of a sale or auction, I want to get the highest and best price as everyone does. It's such a close decision for me.

I'm thinking of three options. Number one, getting a real estate person who is aggressive, who'll sell the property, and if it can't be sold within 30 days, auction it. But what that's going to require, if the interior of the home looks like trash, I mean, that's going to cost money to get it in good condition.

So I guess the question there is that no one has an answer, and I don't expect one. What is the margin of additional equity that could be obtained to fix the home up and make it marketable and sold with an aggressive seller within a month, and is it going to be worth it to do that financially?

MR. MILLER: From my understanding -- from my understanding an investment of five to 10,000 would yield an additional profit of about 50. That calculus might make sense, but I don't think that either party has the money to make that investment even though that may be a rational decision to make.

THE COURT: My tendency is to sell

it at auction -- it really is -- for a lot of good reasons.

MR. MILLER: Your Honor, if I could add another note about how I've arrived on this case, especially just a few days before this hearing ...

THE COURT: Yes, sir.

MR. MILLER: Mr. Fenton contacted me I would say in February maybe before some of these things happened, and he wanted to engage me, but at that time I was working with HCA, and we developed a rapport -- I couldn't take his case, but we developed a rapport several months ago.

Although I wasn't able to take his case, I think that we've connected and we've established a rapport, and since I've moved back into private practice he contacted me just last week. So since this has gotten rolling -- and I know that there was a divide between he and his prior counsel -- I do have a strong rapport with my client.

And I would be willing to do whatever the court would like to try to work with him and make sure that all phases of this divorce

proceed in an orderly and respectful fashion. I think that we're ready to turn a corner and do that if the court would allow us that opportunity, if the court's main concern is how we conduct ourselves.

THE COURT: If the margin of additional money pales against the cost to get there, and we know that no one has the money to get there, that particular option, that's not going to work, so it looks like to me -- correct me if I'm wrong, but it look like to me that trying to get the home fixed up for purposes of producing a higher return --

MR. MILLER: Let me clarify. We're not proposing further investment to -- we're proposing an as-is sale, but through a -- on the market rather than at auction so that -- I mean without additional --

THE COURT: But you have to pay the realtor, don't you?

MS. STORY: I was looking at the realtors that Ms. Martin would -- or the auction companies that might be suggested --

THE COURT: Right.

MS. STORY: -- and there's an

auctioneer in Brentwood, First Cumberland Auctioneers. What they would probably do is go out and just do an estate sale and sell whatever treasures are there that he's not going to take with him. Then they would just sell everything. We would just sell personal property and the home.

They do charge six percent. Now a realtor -- an auctioneer is going to charge the same amount.

THE COURT: Okay. So that's not a --

MS. STORY: It's the same, six percent. They do a pretty good job of getting advertising out there. You would be surprised how many people show up on these courthouse steps.

THE COURT: I see them all the time.

MS. STORY: For auction.

THE COURT: Right. Can I just ask this question too? I've seen where -- I don't want it to look like a desperation sale, and y'all don't either because the hawks will be out there. But at the same time these auctioneers now are marketing these sales not as an auction

necessarily, but like Ms. Story said, like an estate sale to kind of disguise the idea that it's a desperate sale when it --

MR. MILLER: If an auction has to be the way to go we certainly appreciate, you know, proceeding within some form that appears respectful and doesn't just result in a basement price.

THE COURT: There are auctioneers who can do that. They understand that because that makes their commission a lot higher if they don't make it look like it's desperate, and they're doing a good job of that from what I've seen.

MR. MILLER: And, your Honor, if an auction has to be the way we go, I would still ask for that auction to be out a ways so that he can obtain -- if we're talking about 30 days, he can't both clear the home out and apply for jobs. So then he's got to sell -- we got to figure out where his personal property goes, find a storage unit for that.

We've got to kick the tenants out, which are providing income, so he can't really go buy a storage unit to keep the stuff he wants to,

and since he doesn't have a job, especially in that time frame, he couldn't turn around with his current resources and rent the cheapest place in the county.

MS. STORY: What I suggested there, your Honor, is that let him -- I've asked for the proceeds be placed in the court from the sale, but we would say he could have X amount of dollars toward his equity.

THE COURT: Draw on his interest.

MS. STORY: That way it would go towards the division of marital property, but give him some money to get him a new place to live.

MR. MILLER: Then, your Honor, that's why time is also very important. If we did this auction tomorrow and we had that exact order in place, still wouldn't make much of a difference because he needs some time to get even the most, you know -- the most nominal --

THE COURT: Let me know what you're talking about timewise. I know what I'm thinking.

MR. MILLER: So another issue is the liability to current tenants, and that lease puts 90 days.

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THE COURT: Well, I don't want to put you in the position of buying a lawsuit --

MR. MILLER: That's why we --

THE COURT: -- having to pay out money on that, so Ms. Story, what do you say about that?

MS. STORY: It's a self-made -- it's a self-made lease --

MR. MILLER: Which is fine.

MS. STORY: -- that he did, and it says sale. Under the sales provision that any time during this lease, if the landlord decides to sell, if landlord sells this property or places it up for sale, whether voluntarily or by court order, or in any way the ownership of this property or rights to sell this property are conveyed to another party, whether by foreclosure or other legal process -- which is going to happen soon if we don't get it on the auction block within 30 days or so -- during the term of tenancy, this tenancy per this agreement, the assuming owner or controlling party and their agents and assigns must continue to comply in full with the terms of this lease.

Well, obviously he cannot bind a new

owner to comply with this lease, so that is a voidable contract. There's no way that that tenant could go after the assuming owning or controlling party or their agents.

MR. MILLER: I would stipulate that that interpretation is absolutely correct. The controlling provision is what follows.

THE COURT: Right.

MR. MILLER: Landlord herein promises and assures tenant that absolutely under no circumstances will the tenant be requested or required to move out within receiving at least, the very least, 90 days written notice in advance. That is -- I mean he is boxed himself in here.

THE COURT: Yeah.

MR. MILLER: The court is going to give him a lawsuit from two tenants.

MS. STORY: I don't even know. Are they paying?

MR. MILLER: Yes.

MS. STORY: Do they have -- where is his -- I don't have an income and expense statement from him. Has he given them notice? He's known since March of last year that the house was going on the market, and he signed the lease

in April of this year.

I don't -- you took that other lease so I don't know when the other one was signed, but this one, March, he signed it March of '19. The bankruptcy was filed April. He knew this was coming down the pike. I think this is a ruse to try to keep you from selling the house, and I'm sorry that he signed this.

THE COURT: How many days -- Ms. Story, if I decide to auction this house, if I decide to auction it, how many days do you suggest?

MS. STORY: I would say 30 days.

THE COURT: Okay.

MS. STORY: Let us within the next week agree on an auctioneer between the attorneys, reach out to some of our referrals and see who they prefer that we use and we get it on -- have a goal for 30 days.

THE COURT: All right. Anything else by either party?

MR. MILLER: Your Honor, if the court orders an auction I would ask for further order that proceeds be immediately available, at least some portion of proceeds be immediately

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available to Mr. Fenton for his continued --

THE COURT: Once the money is placed in the clerk's office, we'll talk about that. I know that may be an issue.

MS. STORY: If he will just send me a list of what he, you know, a pro forma of what he wants, what his budget might be, how much he thinks he is going to need to buy us time to get us to our mediation or to trial, I certainly will be reasonable with that.

THE COURT: Okay. Let me tell y'all, none of this is pleasant.

MR. MILLER: I know that you are about to -- I hate to do this. My client really doesn't prefer that I tell you this, but the timing is especially difficult for him to deal with because he has several -- he has several mental issues. He has anxiety and depression disorders that make this a very crippling task to handle: Gathering personal things, getting a job set up, trying to land somewhere.

There's no family or friends in town willing to give him a place to stay in the very near term, and so if the court can be generous and give him as much time as you can possibly see, I

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would appreciate that. My client would. That seems to be justice. In this case we're about 90 days since bankruptcy. It sounds like we have another -- is it an additional 90?

MS. STORY: Ninety. I would say 90 to 120.

MR. MILLER: So if we can have something approaching the 60- to 75-day range, that would still put us within that window. We can still proceed with the bankruptcy unimpeded. My client would have the best fighting chance to land on his feet.

THE COURT: Right.

MS. STORY: Here's my comments about that. I know that his father has a summer home in Tennessee. His mother has been giving him money. He has a place to live, albeit in Michigan, but they don't have -- we would -- if he vacated the property we could meet with the auctioneer out there and take care of that.

He doesn't have -- I mean, if he just wants to vacate and go, get the tenants out, we'll meet with the auctioneer and take care of the auction. My client has mental health issues too and physical debilitating issues, and she's

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trying to work, but we have to do what we have to do, and that's the quickest we can get money in his pocket and give us some relief.

THE COURT: All right. I'm going to go ahead and rule. I respect and appreciate the argument of both counsel, and you are very good at this. You are very articulate. You are very calm. You are very -- you understand what it means to sit down with a lawyer and try to talk things out, but still represent your client's interests.

I can tell, so it's nice to see someone who knows what they're doing.

MR. MILLER: I appreciate that, Judge. Thank you.

THE COURT: I mean that, I really mean that. You are very calm and articulate. You know what you're doing. I respect your approach. I really do. Did you know Bruce Moore, or do you know him?

MR. MILLER: I think I've maybe met him in passing.

THE COURT: Well, he's one of my lifelong friends. He's been with HCA forever. He is a great guy. I don't mean that in a bad

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

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

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

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

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

not invite a desperation offer.

Both sides will follow the directives of the auctioneer or their agent with regard to visiting the interior of the home to determine a fair range of auction sale, sale price and to review, look at and tag personal items, if necessary, for sale.

Both parties through their attorneys will give the auctioneer their absolute, full cooperation even though it is difficult, but that must be done. Once the auction has been completed. the proceeds, netted proceeds of the auction after expenses and commissions are paid as a result of the auction will be placed in the -- are we Chancery or Circuit?

MS. STORY: Chancery.

THE COURT: In the Chancery Court clerk's office in an interest-bearing account in both parties' names. How do we do that now? Do y'all put it in your name now? However it's done.

MS. STORY: I think it might be in Ms. Beeler's name.

THE COURT: I think it is.

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MS. STORY: On behalf of.

THE COURT: Right, exactly, bnf or on behalf of. If moneys are needed after the moneys are deposited I will definitely entertain a request for withdrawal of either side's equitable interest in those moneys from the clerk's office. That will have to be done either by agreement of the parties or a court hearing.

It will be a straight auction without reserve, and I believe that's it. Let me ask this question. I really don't believe, now that the husband is represented by excellent counsel, that we're going to have any problems with the husband trying to stall the auction or interfere directly or indirectly in any way.

Is there a restraining order against him at this point in that regard?

MS. STORY: There's just the standard restraining order that went down, the statutory from harassing, threatening or intimidating or dissipating marital -- dissipating assets or encumbering. Then the ex parte from contact so there's nothing to prevent him from stalling the sale of the house.

THE COURT: What do you say about

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that, Ms. Story?

MS. STORY: Well, I would like it in there.

THE COURT: I know you would. I'm going to put it in there because I want this sale to go off. I've made a decision about how to do it, when we're going to do it, and I want to make sure because of the immediacy of this issue, that it gets done without any interference, and I believe that the husband will cooperate and will be a gentleman even though it's all difficult.

He will do whatever is necessary to get this asset sold and get the money into the clerk's office as quickly as possible so that he may share in some of the proceeds on an immediate basis if he feels that he needs to.

So the husband will be enjoined and restrained from interfering in any form whatsoever directly or indirectly with a smooth transition and preparation of the home for auction. Yeah.

Do y'all need me to order when the tenants should vacate? I will be glad to do it.

MR. MILLER: Will you repeat that, your Honor?

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we're trying to get this property sold through auction, so I'm thinking we need to give the tenant a drop-dead deadline to be out, something that's reasonable.

If we're going to auction in 45 days, everybody is going to have to be pressed against the wall because of circumstances that have come up in this divorce case. I'm thinking he needs to be out of there in ten days so we don't have that to worry about.

MR. MILLER: One thing is I believe Mr. Fenton has already been paid by these tenants for the month of August.

THE COURT: Okay. You will have to reimburse them.

MR. MILLER: That is probably not on hand because that goes toward his living expenses at the moment.

THE COURT: I didn't hear you. I'm sorry.

MR. MILLER: The amount required for reimbursement is not on hand because that goes to his living expenses, so if we could put their leave date at the very end of the month so that he doesn't owe any further

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reimbursement.

THE COURT: At the end of this month?

MR. MILLER: At the end of August.

THE COURT: Today is August 1st.

MR. MILLER: Right.

THE COURT: What do you say, Ms. Story?

MR. MILLER: Are you saying that they need to move out ten days from today or ten days after the auction? You're saying from today?

THE COURT: Well, y'all tell me. What I'm trying to do is to prevent unexpected problems and issues that come up. Again there's so many things I don't know and y'all don't know, but the last thing I want to do is have an auctioneer coming in there and tripping all over the tenant and the tenant getting --

I mean I don't know anything that's going to happen. I just want that to be a non-issue, so if the tenant is out of there it is a non-issue. Any reimbursement, we'll have to deal with that, but it's going to have to be paid back to keep him happy. He may not be happy at

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all. Again I can't solve all the problems, but, you know, we're just going to have to move through here with what's necessary.

MR. MILLER: Since we are --

MS. STORY: I think she is okay with letting him stay until August 30th if he gives them notice today, because that way, 15 days to find the auctioneer for us to get that started. Then the auctioneer is going to advertise.

THE COURT: Okay.

MS. STORY: Then tell Mr. Fenton what he needs to get out of the house I'm sure, so I think we would be okay with August 30th.

MR. MILLER: She just made my next point. I appreciate that.

THE COURT: Good deal. Okay. Anything else that we need to talk about?

MR. MILLER: The only question I would have is about personal property between the two of them. Wanting to know if Mrs. Fenton has anything in particular we should be aware of?

MS. STORY: There's a couple of things. We'll make a list.

MR. MILLER: We don't want any

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further headache about stuff like that.

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

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

THE COURT: Okay, good enough.

MS. STORY: I can do that.

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

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

MS. STORY: Ten days.

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

MR. MILLER: Thank you, your Honor.

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

MS. STORY: No, your Honor.

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

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MS. STORY: We're off the record?

THE COURT: Yes.

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

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REPORTER'S CERTIFICATE

I, Susan D. Murillo, Certified Court Reporter in and for the State of Tennessee, do hereby certify that the above proceedings were reported by me and that the foregoing 42 pages of the transcript is a true and accurate record to the best of my knowledge, skills and ability.

I further certify that I am not related to nor an employee of counsel or any of the parties to the action, nor am I in any way financially interested in the outcome of this case.

I further certify that I am duly licensed by the Tennessee Board of Court Reporting as a Licensed Court Reporter as evidenced by the LCR number and expiration date following my name below.

_____
Susan Murillo, LCR #224
Expiration Date: 6-30-20
118 Wheaton Hall Lane
Franklin, Tennessee 37069

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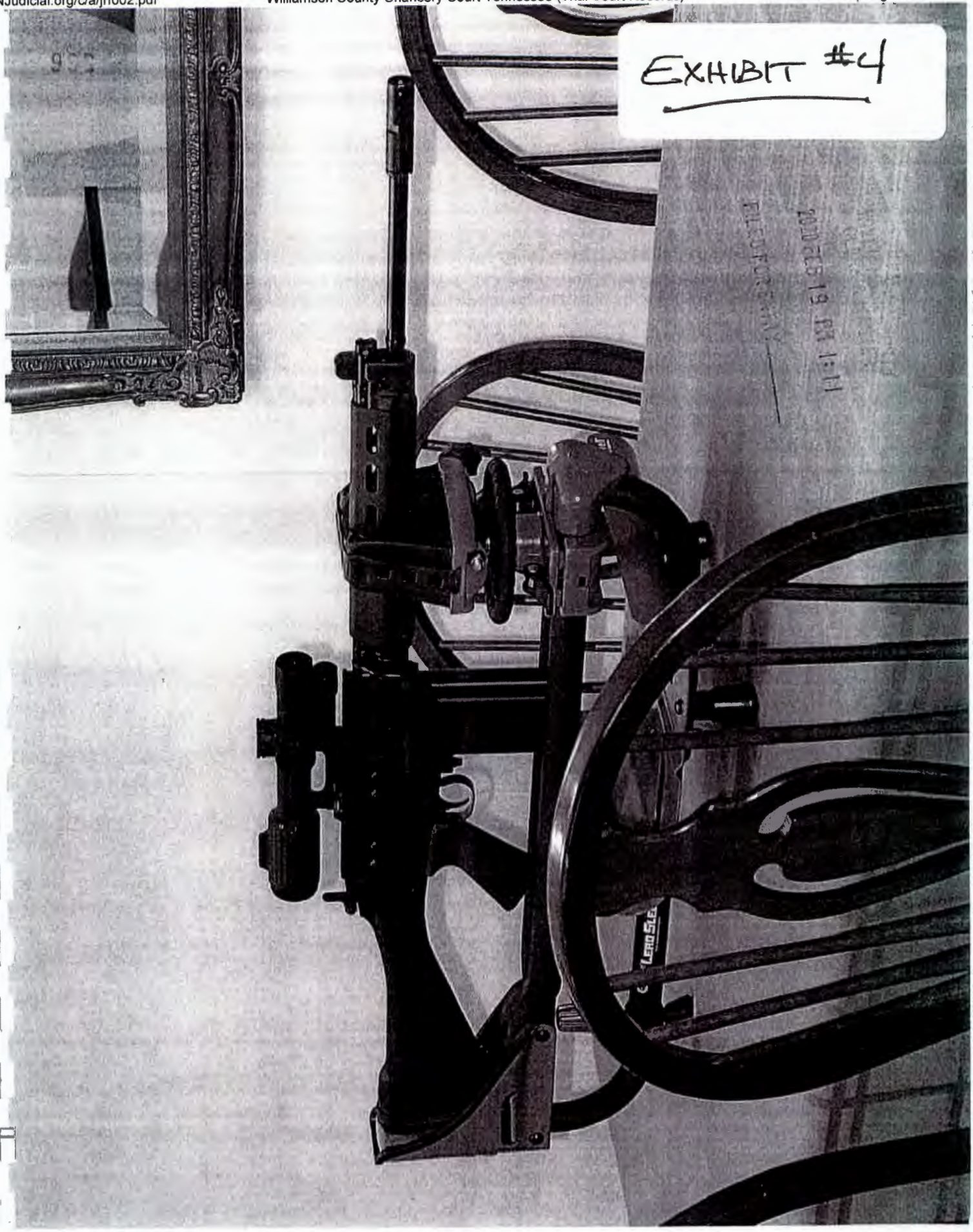

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TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: 48419B)

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Williamson County Chancery Court Tennessee (Trial Court Records)

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Tennessee
THE VOLUNTEER STATE
USA TN



HANDGUN CARRY PERMIT

PERMIT NO.
093973585
DOB
01/22/1973
EXP 03/12/2019

SEX F HGT 5'-04" EYES BRO
DD 901141209181O100
HCP

FENTON
FAWN TIFFANY
1986 SUNNY SIDE DR

BRENTWOOD, TN 37027

568

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

Self-Defense Handgun Instructor

CERTIFICATIONS & AFFILIATIONS

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

TRAINING

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

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

REFERENCES

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

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

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

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Fawn's Ammunitions: Taken During Separation

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

Fawn T. Fenton

[redacted] Brentwood, TN 37027

(615) [redacted]

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

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

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

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

Where Purchased	Quantity Purchased	Purchase Price	Price per Round	Date Counted	Quantity Counted	Estimated Current Value	Notes
SportsmansGuide.com	1,000	$372.38	$0.37	5/1/2018	1,000	$372.38	2x 500 Round Cases (25 Boxes of 20 Rounds Each)
AmmoMan.com	1,000	$219.00	$0.22	5/1/2018	780	$170.82	39 Boxes of 20 Rounds
SportsmansGuide.com	1,000	$645.98	$0.65	5/1/2018	1,000	$645.98	2x 500 Round Cases (25 Boxes of 20 Rounds Each)
SportsmansGuide.com	100	$132.95	$1.33	5/1/2018	100	$132.95	5 Boxes of 20 Rounds
SportsmansGuide.com	1,000	$326.78	$0.33	5/1/2018	300	$98.03	6 Boxes of 50 Rounds Each
AmmoMan.com	1,000	$179.00	$0.18	5/1/2018	700	$125.30	14 Boxes of 50 Rounds
AmmoMan.com	300	$294.00	$0.78	5/1/2018	50	$39.00	1 Box of 50 Rounds
AmmoMan.com	1,000	$289.00	$0.29	5/1/2018	550	$158.95	11 Boxes of 50 Rounds
AmmoMan.com	100	$90.00	$0.90	5/1/2018	100	$90.00	2 Boxes of 50 Rounds
Unknown	500	$125.00	$0.25	5/1/2018	380	$95.00	19 Boxes of 20 Rounds (Guessed at Pricing)
Unknown	220	$65.00	$0.30	5/1/2018	220	$65.00	Fed = 50 Rounds | CCI = 150 Rounds | Win = 20 Rds
		$2,679.09			**5,180**	**$1,993.41**	

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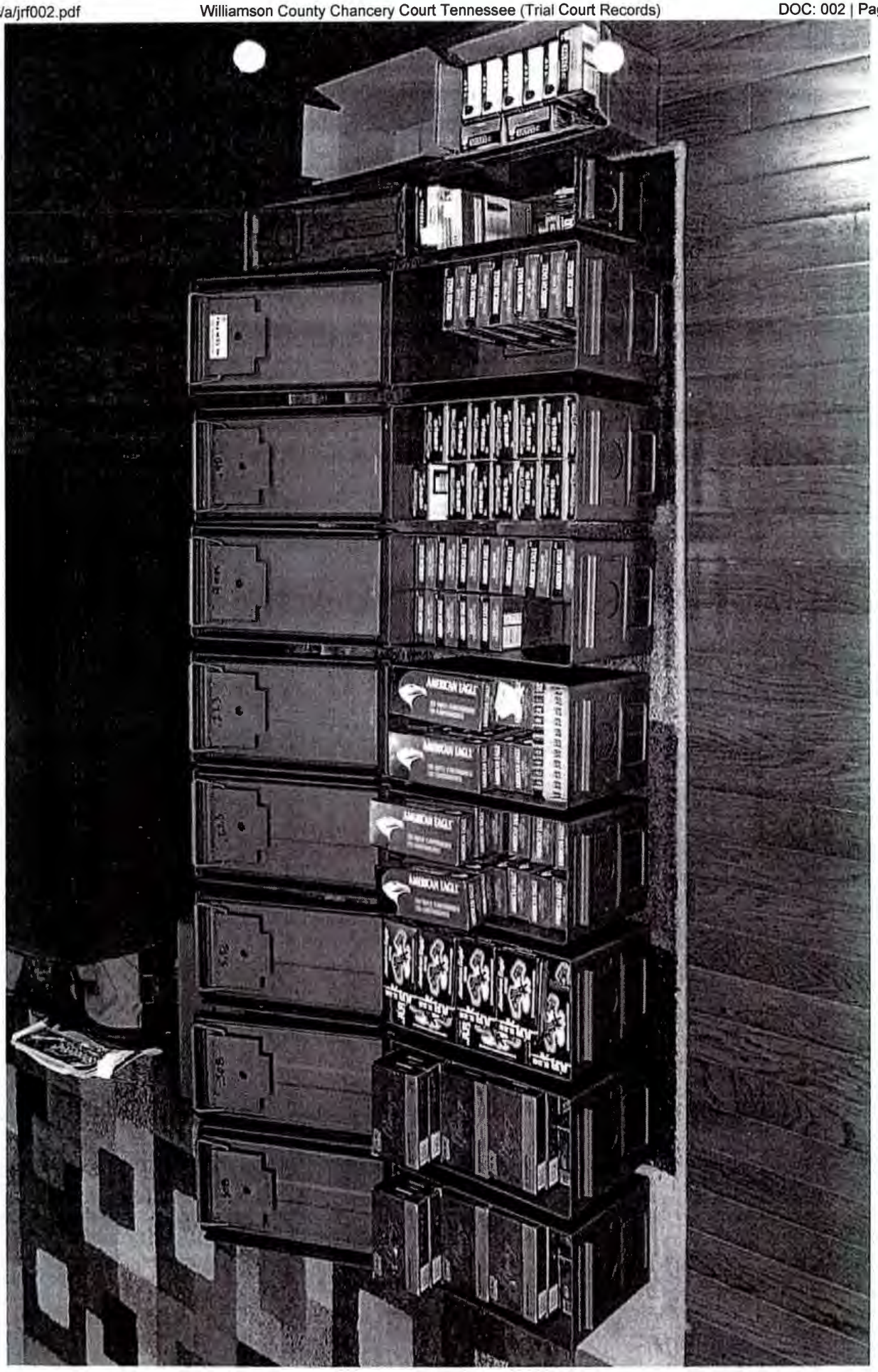

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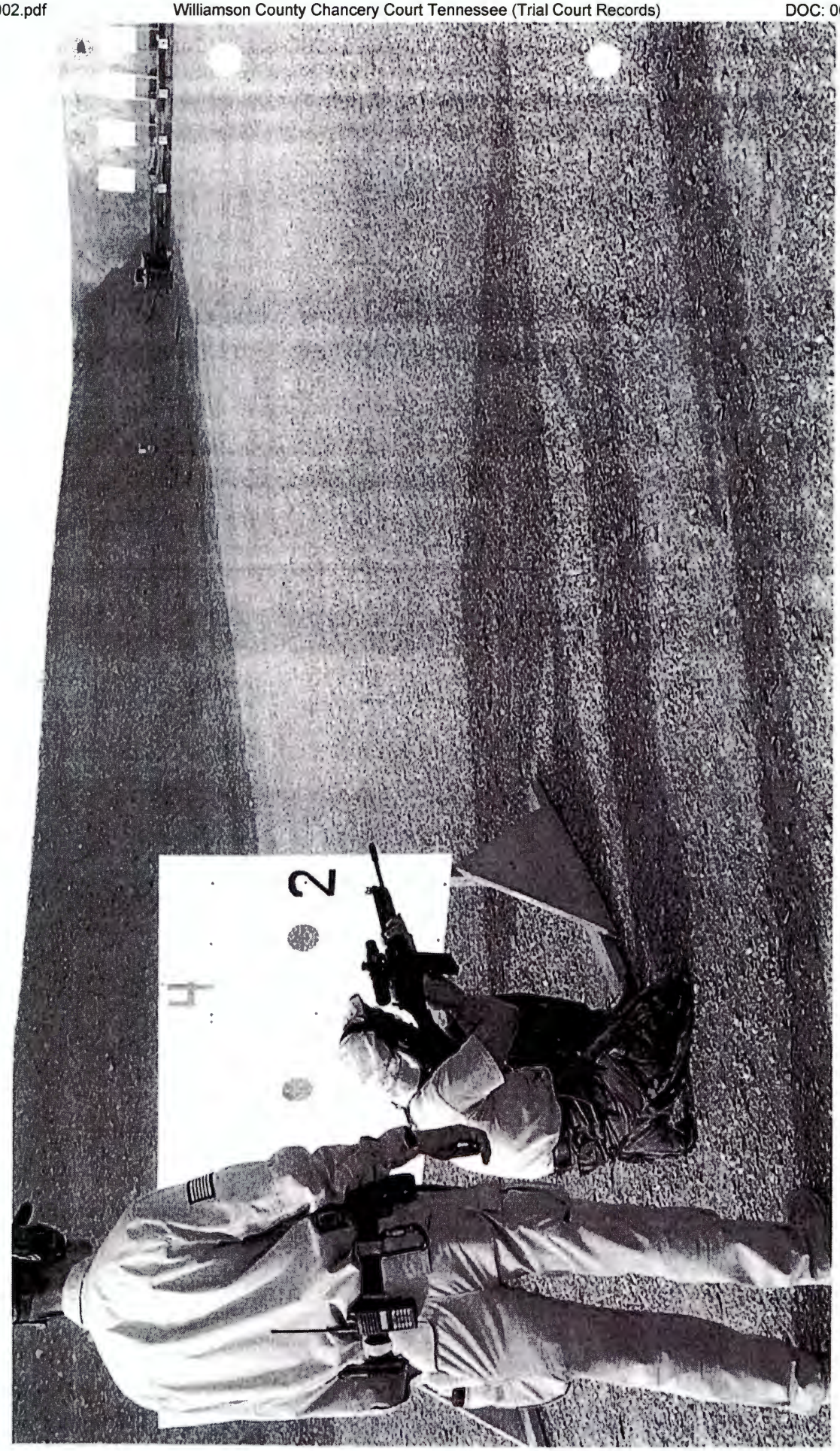

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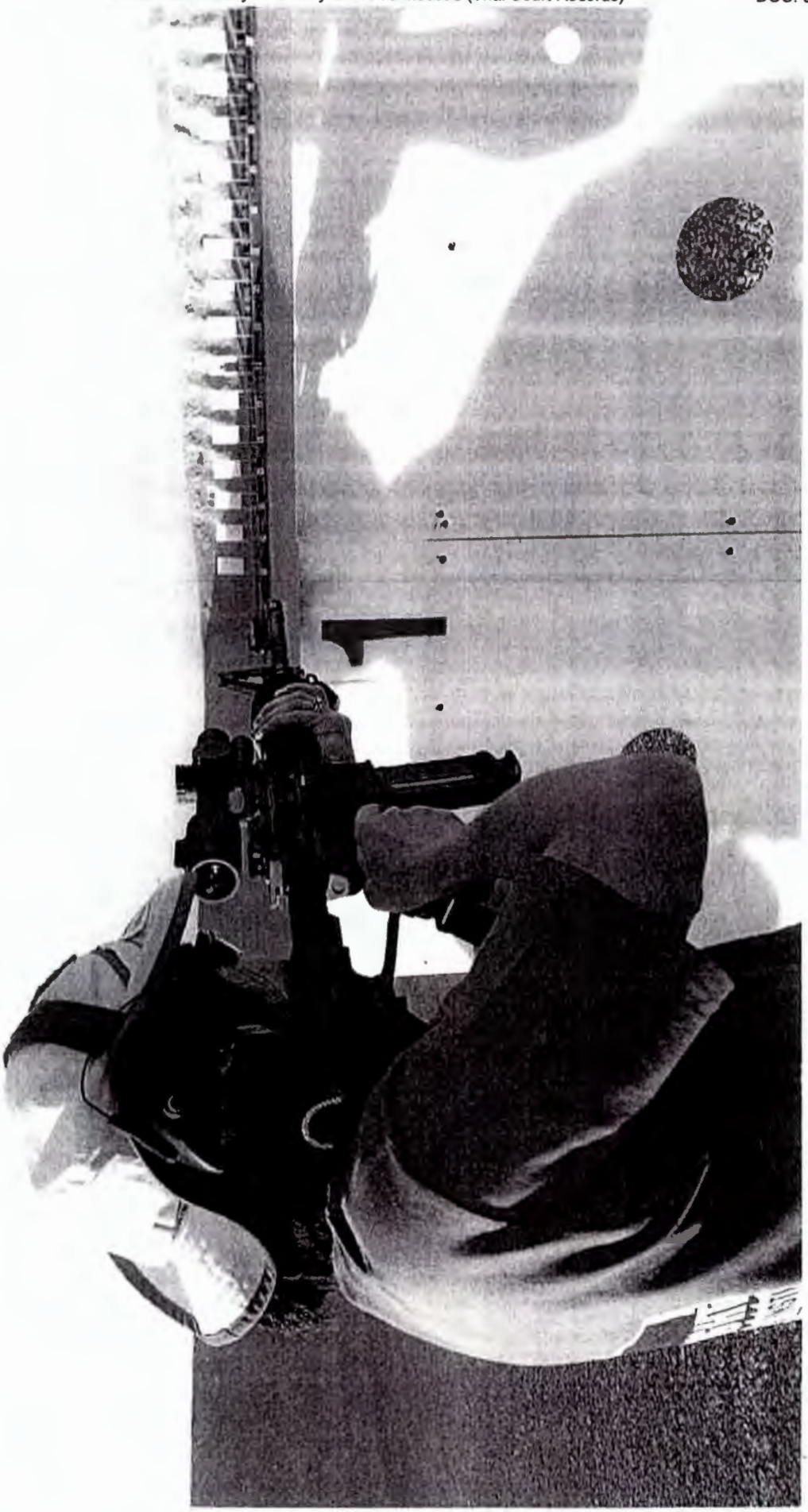

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STATE CERTIFIED HANDGUN INSTRUCTOR

Awarded to

Fawn T. Fenton

ID # 197 / 30 / 1220

Presented by

Tennessee Department of Safety

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

Program Director

Commissioner

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SF-1106

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

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JRF.002.1589.00

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Williamson County Chancery Court Tennessee (Trial Court Records)

DOC: 002 | Page 589 of 719

National Rifle Association of America

Certificate of Membership

This certifies that

Fawn Fenton

has fulfilled the requirements of a

Life Member

as set forth in the bylaws of the Association

Date April 26, 2012 *National Rifle Association*

Executive Vice-President

579

FRBP Violated: #3:19-bk-02693

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

JRF.002.1590.00

TNJudicial.org/c/a/jrf002.pdf

Williamson County Chancery Court Tennessee (Trial Court Records)

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11

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

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

National Rifle Association Credentials

FAWN T. FENTON

Instructor

Certified Pistol

New ID Card Enclosed

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

Edward J. Land, Jr., Secretary

NRA # 137202242
Expires: 8/31/2016

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

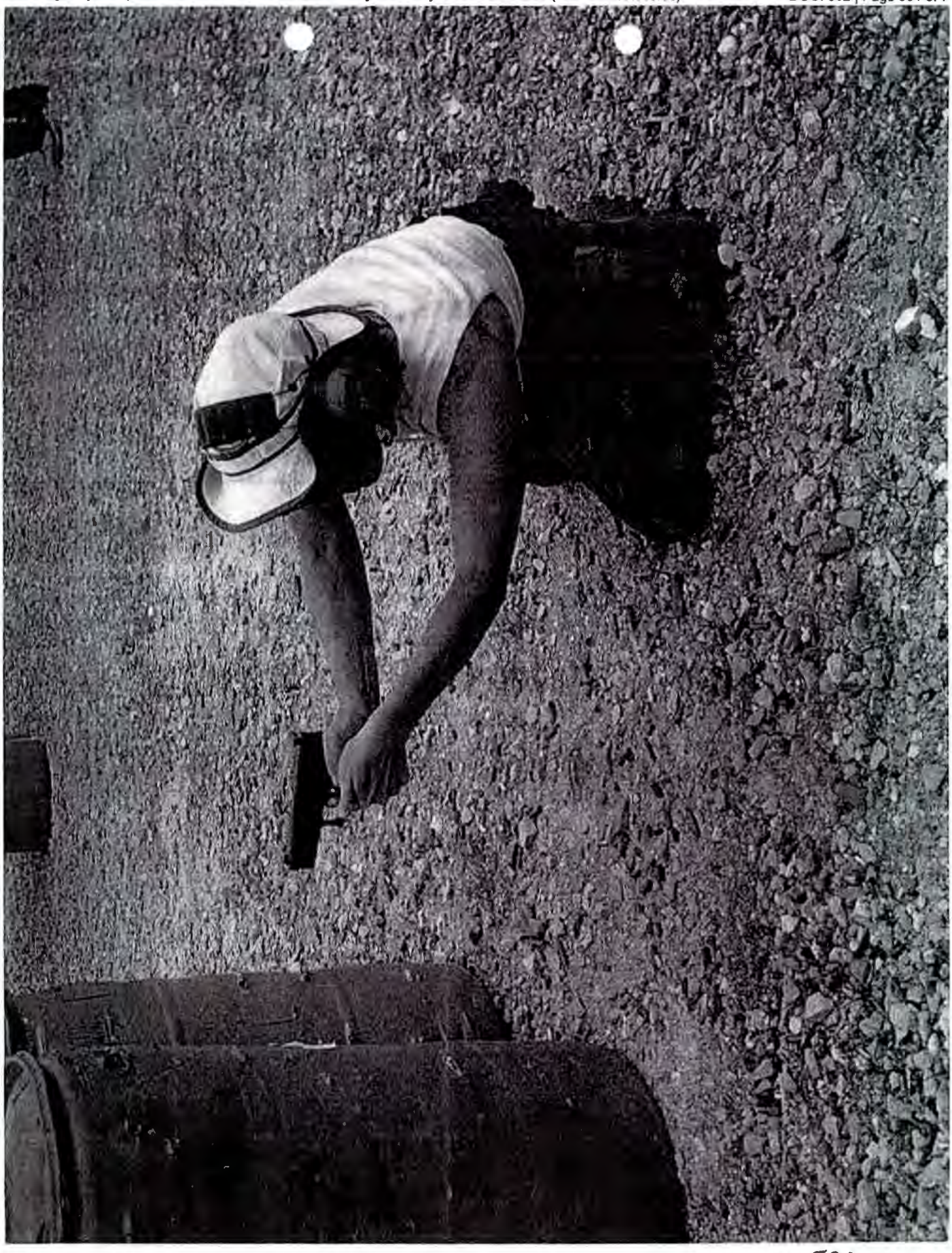
Detach card and carry in wallet. This appointment is valid until the date shown. Prior to the expiration date on this card you will be given an opportunity to renew. Be sure to return the renewal application promptly when it comes.

8/6/2013 15:12:04

New ID Card Enclosed

580

Case 1:23-cv-01097-PLM-RSK ECF No. 1-25, PageID.1241 Filed 10/13/23 Page 33 of 52

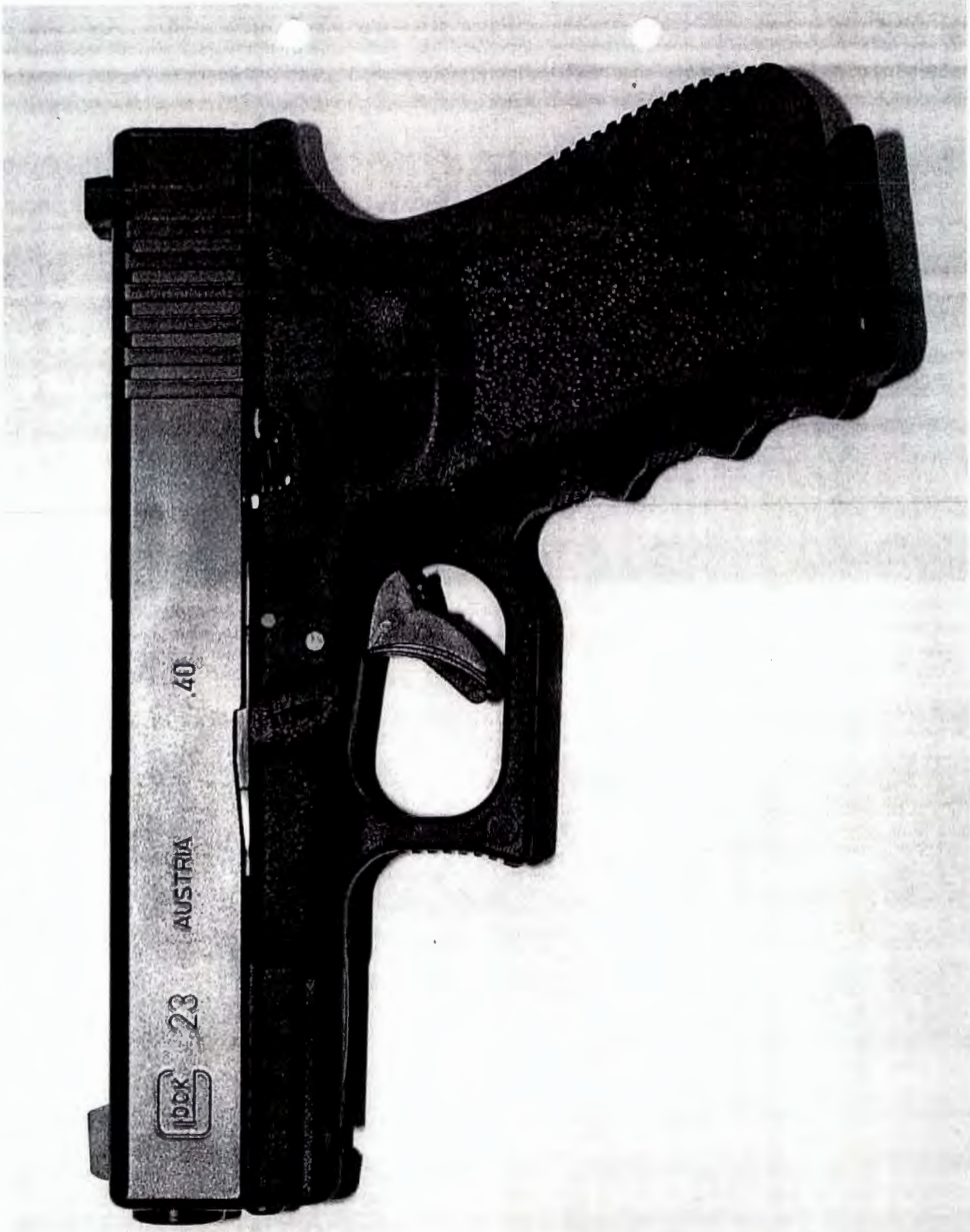


581



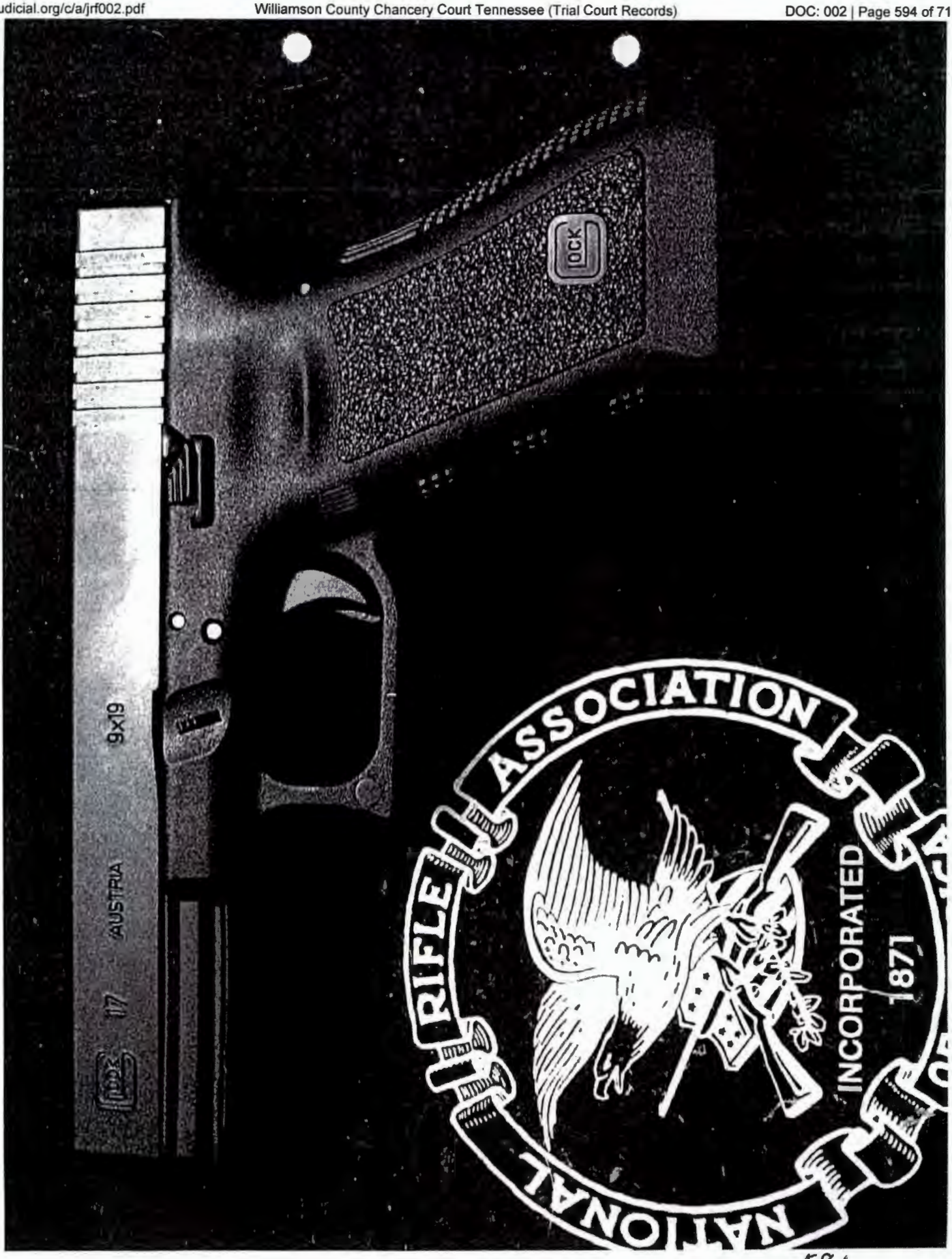
582

Case 1:23-cv-01097-PLM-RSK ECF No. 1-25, PageID.1243 Filed 10/13/23 Page 35 of 52



583

Case 1:23-cv-01097-PLM-RSK ECF No. 1-25, PageID.1244 Filed 10/13/23 Page 36 of 52



584



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FRBP Violated: #3:19-bk-02693

TNJudicial.org/c/a/jrf002.pdf

OPERATIONS REPORT

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

8. NATURE OF INCIDENT	DOMESTIC-VERBAL - Event #1804060888			
9. LOCATION OF INCIDENT	1986 Sunnyside Drive, Brentwood, TN 37027	LOCATION CODE: 01	REPORTING ZONE: 1	DISPATCH ZONE/SECTION: 1
		PATROL ZONE/GRID: 1	OTHER ZONE/BEAT:	
10. VICTIM / COMPLAINANT / ACCUSED / VEHICLE	Fenton, Fawn Tiffany - 1986 Sunnyside Drive, Brentwood, TN 37027			

11. ACTION TAKEN

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

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

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

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

JRF.002.1596.00

Williamson County Chancery Court Tennessee (Trial Court Records)

Others Involved

Seq. #	Person Type:	Involvement:	Name:	
1	Other	Husband of Complainant	Fenton, Jeffery R	
	Home Address: 1986 Sunnyside Drive, Brentwood, TN 37027			Home Phone Number:

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

FRBP Violated: #3:19-bk-02693

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

JRF.002.1597.00

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TNJudicial.org/c/a/jrf002.pdf

Williamson County Chancery Court Tennessee (Trial Court Records)

DOC: 002 | Page 597 of 719

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

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

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

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

Jan 30, 2:31 AM

588

Fawn Fenton
(615) 333-7877 • mobile

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

Oct 14, 2018

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

Fawn Fenton (mobile) • Oct 14, 2018

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

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

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

Oct 14, 2018

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

Fawn Fenton (mobile) • Oct 14, 2018

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

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

Oct 14, 2018

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

Fawn Fenton (mobile) • Oct 14, 2018

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

Oct 14, 2018

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

589

Fawn Fenton (mobile) • Oct 14, 2018

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

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

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

Now I can help drop off & swap.

Up to you.

Oct 14, 2018

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

Fawn Fenton (mobile) • Oct 14, 2018

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

Oct 14, 2018

590

Did you leave it ...his little plant??

Fawn Fenton (mobile) • Feb 4, 9:50 PM



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

Fawn Fenton (mobile) • Feb 4, 9:56 PM

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

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

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

Feb 4, 10:00 PM

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

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

Feb 4, 10:02 PM

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

Feb 4, 10:03 PM

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

Yes that's funny! Money tree!

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

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

Lol@

Feb 4, 10:04 PM

- 591

[redacted]

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

Categories: Yellow category

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

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

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

Sent from Samsung Galaxy smartphone.

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

Hello!

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

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

Is everything ok?

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

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

Gracias!

Case 1:23-cv-01097-PLM-RSK ECF No. 1-25, PageID.1253 Filed 10/13/23 Page 45 of 52



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FRBP Violated: #3:19-bk-02693

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

JRF.002.1604.00

TNJudicial.org/c/a/jrf002.pdf

Williamson County Chancery Court Tennessee (Trial Court Records)

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EXHIBIT #5/#6

[redacted]

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

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

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

I apologize for any inconvenience.
Sincerely, Ruth

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

Find us on Facebook

Jeff Fenton

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Me and my roommates need to know where we stand.

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

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

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

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

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

How could this be worse?

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

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

TECHNICAL CONSULTING, SERVICES, AND SOLUTIONS,
WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!

SUBMIT OR RESPOND TO A SUPPORT TICKET HERE.

A DIVISION OF METICULOUS MARKETING LLC

EXHIBIT #7

Jeff Fenton

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

2020 FEB 19 PM 1:11
FILED FOR ENTRY

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

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

Hey Fawn,

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

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

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

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

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

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

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

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

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

Anyhow, I hope that you are well.

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

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A DIVISION OF METICULOUS MARKETING LLC

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

Vol 5

Appendix 13-5

TECHNICAL RECORD

V

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

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

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

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

TO THE
APPEALS COURT
NASHVILLE TENNESSEE

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

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

FILED 31ST DAY OF MARCH 2020.

CHANCERY COURT
NO. 48419B

Sara B McKinney CLERK
DEP. CLERK

EXHIBIT #8

Jeff Fenton

From: Jeff Fenton
Sent: Saturday, March 30, 2019 6:55 PM
To: Fawn Fenton ([redacted] Fawn Fenton
Subject: RE: Thinking Through Potential Settlements
Importance: High

2020 FEB 19 PM 1:11
FILED FOR ENTRY

I forgot to mention it, but included in this idea, is that I would be responsible for all costs associated with my vocational rehabilitation, training, education, etc...

Thanks.

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

TECHNICAL CONSULTING, SERVICES, AND SOLUTIONS,
WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!

SUBMIT OR RESPOND TO A SUPPORT TICKET HERE.

A DIVISION OF METICULOUS MARKETING LLC

From: Jeff Fenton [redacted]
Sent: Saturday, March 30, 2019 6:31 PM
To: Fawn Fenton ([redacted] < [redacted] Fawn Fenton < [redacted]
Subject: Thinking Through Potential Settlements
Importance: High

Hello Fawn,

This isn't an official "offer" and is in no way a "contract" at this point, but I just want to "think out loud" and get your feedback.

Before we dedicate the next couple of years of our lives, to legally battling each other, please consider this idea and provide me with your feedback. I believe that this idea is more FAIR to all parties, put's an end within sight & reach, saves us both a ton in legal fees, and ends the struggle between us, so that we can both move forward in life.

By the time we accomplished anything in court, we would have been married for at least 14 years, so realistically, like it or not, we are looking at 7 years of alimony now, rather than 6.

Here is my IDEA:

- Rather than 7 years of alimony, we could reduce it to 4. (To help compensate you for your "equity", although you would never guarantee me $30k or even $20k for mine.)
- We would need to perpetually keep the existing mortgages, in your name, without refinancing them. Except for the second mortgage, when it is due, refinancing for the same amount. (Maybe we could convert this into an amortized second, maybe we would just roll it ever and keep it interest only, depending upon my financial

condition at the time. We would not increase the amount of debt regardless, and it would need to remain financed in your name.)

- If we both agreed on this, AFTER we have a FULLY EXECUTED MDA, then you could quit paying me the $500 per month (for a portion of my consumables), and I would assume all utility, maintenance, and improvement expenses for this property, EXCEPT for the electric, which you would continue to pay for a period of ONE YEAR, while I try to obtain some vocational training. (I should have roommates by then, along with a part-time job.)
- So for the FIRST year (AFTER THE MDA IS FULLY EXECUTED), you would be responsible for paying both mortgages (the property taxes and insurance, currently escrowed in with the first mortgage), plus the ELECTRIC. (SO I have some financial relief while obtaining some vocational training.)
- For the SECOND through FOURTH years, I would become responsible for the ELECTRIC bill, so all that you would be responsible for paying is both mortgage payments, including the escrowed property taxes and insurance. (However those bills fluctuate, with insurance and taxes, those bills would be yours for these THREE years.)
- At the end of the FOURTH year, you would be absolved of any further alimony payment, or financial support of me, of any kind. Yet you would still need to allow me to leave the house financed in your name, and refinance the second in your name (for the same amount or less) as each term expires, until either I'm dead, I default on my agreement to pay those mortgages, or those mortgages are fully paid off.
- Your name would remain jointly on the deed, so that in the event of my death or my default, you could claim possession of the house.
- If I determine that I cannot afford the home OR if I am LATE on the MORTGAGE PAYMENTS **more than 3 times**, then we shall each pay 50% of the "holding costs", while I continue to reside in the home (since I won't be able to afford paying half of the expenses PLUS pay for another place to live), while the home is cooperatively SOLD in an "as is" condition, with the two of us splitting ALL net proceeds 50/50, with only the realtor costs, mortgage payoffs, and closing costs being deducted before our 50/50 split. (No other loans, past mortgage payments, holding costs (since we will contribute equally), money owed to my mom, credit card debts, improvements, maintenance costs, or supplies can be deducted from our net sales price, prior to our 50/50 split. There is only ONE EXCEPTION: which is IF WE BOTH AGREE TO ANY "REPAIRS", requested or required by the BUYERS, as a condition of a sales contract, then that would be deducted from the net sales proceeds, PRIOR to our 50/50 split.
    - SO in this case, although INCONVENIENT, you would basically receive at least DOUBLE the compensation for YOUR EQUITY, because you will have reduced your alimony by three years, PLUS you will receive 50% of the net proceeds of the sale, at a time when most likely the home will be WORTH more than it is today, increasing your "share".
    - IF for any reason, I cannot even afford to pay my 50% of the holding costs, while residing at the property during the sale, then you shall be responsible for the entire holding costs. To compensate you for this additional expense, I must immediately vacate the property (while it is on the market), being financially responsible for my own lodging elsewhere. Then 50% of the holding costs which you pay (while the home is on the market), must be deducted and REPAID TO YOU AT CLOSING, from my 50% Equity Portion of our net sales proceeds. (Fairly compensating you for any losses as a result of my financial inability to pay.)
- IF for any reason, I realize that I'm going to be late on the mortgage payment(s), then I must NOTIFY YOU at least THREE DAYS IN ADVANCE, so that you will have the opportunity to make that payment BEFORE it affects your credit. Then I must repay those funds to you within the next six months. IF I fail to do EITHER (notify you at least 3 days in advance or to repay you within the following six months), THEN THIS OFFENSE SHALL COUNT TOWARD ME AS TWO MISSED PAYMENTS (with only THREE allowed TOTAL within the entire duration of the mortgages).
- IF I am able and choose to refinance both mortgages, removing them from your name, then once completed, you shall immediately QUIT CLAIM and transfer all your ownership in the property to me, with no further monies or compensation due to you. (The same would happen if I am able to successfully pay them both off.)
- If I die before these mortgages are BOTH removed from your name, or before I pay them both off in your name, then you shall become the SOLE OWNER OF THE PROPERTY, owing NO ONE other than the bank, in exchange for assuming financial responsibility for paying off the mortgage(s). At no time shall the amount of these mortgages be increased, or shall any other mortgages or liens be placed against the property, so you are guaranteed for this to be an extremely advantageous financial gain, if this occurs.

- You would be responsible for paying for a non-contested divorce, including the cost to have the MDA drawn up, with an unbiased third-party attorney or similar provider.
- The income tax scenario would be as previously discussed, with you solely benefiting from any past monies refunded, while also assuming financial responsibility for any monies due.
- I would continue to have insurance through your firm through the remainder of 2019, after which you would no longer have any financial obligations to me regarding health insurance, counseling, psychiatry, medications, my mental and physical challenges, or any other way related to my personal health.

I think this could offer the framework which would **GIVE ME A CHANCE** to get on my own two feet, without losing everything that I've ever work for in my life. Whether or not I can actually DO that, remains to be seen. But a realistic CHANCE, without a drop-dead date (provided that I meet all my obligations), **is all that I ask for.** I believe that this would also GIVE YOU what YOU WANT THE MOST, with a significantly shortened alimony period, knowing that for you, that is your greatest concern. I know that it does not address your current credit card debts, nor does it address mine, but this would need to be done in a fashion where the court does not get involved in either, otherwise I can never make this work. I'm hoping that by facilitating a non-contested divorce, that we can leave the issue of personal debts out of the matter, with us each being responsible for our own. You have done more research on the matter, and have had the benefit of full legal representation in our past tussle, so you can probably answer that question better than I. If not, then I'd be equally willing to do a legal separation, with a fully executed MDA, if that makes any difference regarding the court's involvement in our personal unsecured debts. **Please share with me what you know about this challenge, and if what I'm presenting is even legally plausible.**

Furthermore, please let me know your thoughts concerning this entire idea/concept. I think it would save us both a fortune in legal fees, quit devaluing our property with debt, end the constant strife between us, which is toxic for both of our health, and **provide us both with a solid foundation from which we can REBUILD our lives,** the best that we can!

There is no resolution for divorce, especially OUR DIVORCE, seeing as how we were financially postured immediately preceding, which won't SUCK and HURT us BOTH. Based upon what Sandy said was "FAIR", and what I've learned from other parties, this is the best "middle-ground" which I can conceive of, that allows me to MOVE-ON with life, before I'll realistically be TOO OLD and TOO INDEBT to even want to try. As it stands, REBUILDING will be the greatest challenge of my life! The cards are still stacked against me! No-one who knows me, yourself included, would "assume" that I could succeed in this pursuit as proposed. **Yet I believe that it GIVES ME A CHANCE,** and if we can do that before blowing things up worse, then I'd rather give it MY BEST SHOT, rather than wasting the next three years of my life, fighting with you in court, to lose everything financially and walk away with only the satisfaction of having "won" or "beaten" you. For me, there is no real satisfaction in hurting someone that I love. Yet regretfully, I am totally backed into a corner right now, and I don't believe that either of us can see a clear way out, which doesn't end in one or both of our destruction. I don't want either. **I just want a FAIR CHANCE TO SUCCEED without losing EVERYTHING that I've WORKED FOR in LIFE!**

That which YOU'VE WORKED FOR over the past decade, YOUR CARRIER, will continue to benefit you for the REST OF YOUR LIFE. Please likewise, allow me to BENEFIT from, some portion of what I'VE WORKED FOR, over the past decade.

Thanks for taking the time to read this, and please let me know your thoughts.

I continue to pray for us both, and our family. Not that we get back together, but that God's hand will lead each of us. I hope that you will do likewise. This is a very difficult juncture for us all! Even if you agree to what I have suggested here, the emotional loss for me has almost been unbearable!

God bless you, my puppy, and our bunnies! I've watched you change on Facebook, growing more distant from me. I shall forever love and miss you all!

JEFF FENTON

EXHIBIT #9

Jeff Fenton

From: Fawn Fenton <[redacted]
Sent: Friday, January 11, 2019 4:00 PM
To: Jeff Fenton
Subject: RE: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

2020 FEB 19 PM 1:11
FILED FOR ENTRY

Let me work on this some more. I'll call BCS and maybe a couple other banks to find out about what the terms would be to re-fi the second only.
I'll try to get back to you next week some time.
(Meanwhile, keep packing! Or if you need a packing break, work on taxes. Hehehehe.)

From: Jeff Fenton [redacted]
Sent: Friday, January 11, 2019 3:39 AM
To: Fawn Fenton <fawn.[redacted]outlook.com>
Subject: Re: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

This makes me HAPPY!

Here is what I recommend:

Leave the first mortgage alone, it's not worth the higher interest rates or the additional term to refinance it. (You want to retire someday!)

Refinance your second, either with Al, as he suggested before, or a different lender (with Al you can probably get more money at more favorable terms, but have him register it as a legal second mortgage, so that you can write off the interest as mortgage interest on your taxes, if he is ok with that.)

Set it up as a 30 year amortized second mortgage (if possible), you can always pay it ahead later if you have the cash flow, to shorten it.

Refinance the second for as much as you can get, and you can apply everything over the amount of your existing second, to your credit cards. If you do this, and don't change your first, (since I believe this is best for you long term), you can skip paying me anything for my equity up front, until the undetermined end when you sell the house, or after the mortgages are both paid off, you could make installments (whatever you can afford) until a set amount is reached (if I die first, or at anytime, then you owe me nothing for alimony or equity, just make sure that I didn't die owing my mom any money...) which might be $5k or less. Square that up, and I'm a happy dead person! Nothing more owed!

Or you could just add two more years to my alimony, making it eight years at the $1,750 per month and I'll leave it here as it sits, minus my guns, computers, personal effects, and tools... you can keep all the furniture you want except my bed and Tweetie stuff.

I'll sign a quit claim either way.

If that still won't cash flow for you, I'd rather that you pay me less each month in alimony than refi the first (like $1,600 or $1,500 per month), but compensate me for the difference by increasing the duration, so that I receive the same amount in the end. (No interest necessary.)

If you still really want to refi the first, I'll work with you any way you want. Whatever makes it work for you, but I really prefer that you leave the first alone.

If you can figure out how (technically), along with the tax implications for both of us, and makeup the difference to me (If I am taxed at a higher rate than with alimony),
then you could call the alimony a third mortgage, if that helped you write-off more from your taxes. (As long as in the end I am compensated the same, I don't care what we call it or how we structure it.) If you are ever questioned, you could just say that you are repaying me for my cash and labor in our home, instead of calling it alimony or spousal support.

Since I will remain in a lower tax bracket regardless... this might actually benefit us both tax wise. If I'm required to pay income taxes on "alimony" (which I don't know, it seems like double taxation if they tax you on it first) but not required to declare the principal portion of a loan being repaid, and if I only must declare "interest" as income for tax purposes. (You'd need to figure all that out, or ask Al, he may know.)

You could work backwards to figure everything out: so say that you are paying me $1,750 for 8 years... 6 for my alimony, the final two for my equity as it sits, then the total amount of those payments is: $168,000. (You don't need to really pay me any interest for this scenario, I only use the term to express the portion which you could payoff.)

So working backwards with an amortization calculator, figure at 15% interest for the best tax write-off for you, plus third mortgages typically are much higher risk and higher interest rates (few if any banks do them anymore, but I had one years ago.)

So using a reverse loan calculator (I'll email a link from my computer, I'm on my phone), if I'm doing this correctly, with a monthly payment of $1,750, at an interest rate of 15%, for a term of 8 years, with no deposit: that backs out to a principal loan amount of $97,518.00. Which means that the remainder of the $168,000 = $70,482 you could declare as mortgage interest over the 8 years, either amortized (which would have you paying more interest in the beginning and less at the end, which would work well on my end probably. because I plan to make less (if anything) in the beginning, and hopefully more towards the end).

You could also pay it as simple interest if you prefer, which would be an additional $8,810.25 per year in interest which you could write-off your income for each of the eight years.

Now lets say that you can only afford payments of $1,500 per month, to cashflow (keep your first, refi second. Turn alimony into third.)

So $168,000 divided by $1,500 per month, equals a term of 112 months which is 9.3333 years (instead of 96 months, which was 8 years before).

So using the reverse loan calculator (this is a rough number, because this particular calculator only accepts whole years, so it won't accept 9.3333 years, it will only accept 9 or 10, so I used 9. So there would need to be a tiny adjustment to this, but it should give us a good idea.

Monthly Payment: $1,500
Interest Rate: 15%
Term of Loan: 9 years
Deposit: $0
Loan Amount: $88,629.76
$168,000 Total - $88,629.76 Principal = $79,370.24 in Interest, which could again be amortized, or simple interest at $8,819 per year in additional mortgage interest which you could write-off on your taxes, for 9 years.

That way you'd owe me nothing up front, and nothing at the end.

That idea might workout pretty well for you, but you'd need to do the research and make sure that you can still write-off third mortgage interest, and the tax implications for both of us. That sounds like a good idea to me though! Run it by your dad or Al.

If you don't like any of these options, the answer is YES to all your questions below. I'll work with you on this any way which allows me to survive, while helping you keep this home.

I just ask that you please be fair with me and help me to get approximately the same amount in the end. No interest necessary.

Don't be afraid to propose anything, which would really help this make sense for you! I by FAR prefer this than us selling the place, dealing with all the time, risk, lost value, and killing you with taxes for the next decade!

I want you to be HAPPY and be REWARDED for making lots of money! Not just rewarding Uncle Sam!

I told Todd that any time Uncle Sam is getting paid more than ME, that somewhere money is being thrown directly into the trash!

There are very few things which I'll say "NO" to about this, so please figure out what you need to make this work! (Not just in the short term by refinancing your first at higher rates for a longer term, but which will BENEFIT YOU the most in the LONG term!)

Remember, you can always temporarily get a roommate to help close any temporary financial gaps, or simply to get ahead quicker!

And your pony gets to live in a GARAGE again!!!

Please let me know as soon as you decide, so I don't remove anything that you might want to keep, like the alarm, safe, or dehumidifier, etc... It is all included at that price, if you want them, while they are still here and installed.

That would change how I leave the network too, because I would leave you a much more bad ass setup!

It would sure make my packing a LOT easier!!!

I hope you can find a way to say YES! I know in my heart that you can, and everything will work out so much more prosperously for you in the end!

Of course I can't force you, or we would have gotten past this months ago, but I REALLY WANT THIS FOR YOU!!!

I don't want to feel like the guy who fucked-up your life! Especially when I KNOW that with the right choices you can still PROSPER!!!

The reality is, like it or not, you simply make too much money not to have some tax write-offs, and not enough money to dig yourself out for a long time, once this opportunity passes!

This house started as YOUR DREAM! LET IT END THAT WAY TOO!!! FOR YOU AND PUP PUP, AND ALL YOUR FUTURE GUESTS!

I told Rito yesterday, that your mom used to complain all the time, but now when she visits, she must sleep on your couch, between two bunny cages which smell like piss!

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I told him that as much as your mom deserves that, it just breaks my heart for YOU!!!

I know how important it is to you to be ABLE to comfortably host your family!

PLUS pup pup is tired of that damn apartment living!!!

Anything I can do to help make this a reality for you, please at least ask!

Jeff

Sent via the Samsung Galaxy, an AT&T 4G LTE smartphone

Jeff Fenton

From: Fawn Fenton <[redacted]
Sent: Thursday, January 10, 2019 6:09 PM
To: Jeff Fenton
Subject: RE: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

I am still struggling with this, trying to figure out if I could keep the house...

Based on our refinance conversation with Brendan, I am estimating the following scenario:

Assumed House Value:	$425,000.00
LTV allowed:	80%
Int. Rate:	5.500%
Months:	360
Max. Loan Possible:	$340,000.00
Roll in Closing Costs:	$6,500.00
Max Mortgage:	$333,500.00
Monthly Payment Estimate:	
Principal:	$372.15
Interest:	$1,558.33
T&I Escrow:	$424.71
Total Monthly Pmt:	$2,355.19

Current 1st Mort:	$242,187.00
Current 2nd Mort:	$55,500.00
Total to Pay Off:	$297,687.00
New Mort Available:	$333,500.00
Max Cash Out Left:	$35,813.00

Questions:

- With $35,800 total cash out from the new mortgage, how would you want to distribute this? Split it 50/50 between us? ($17,900 each?)
- Would you be willing to quit-claim the house to me in full?
- If/when I sell the house in the future (who knows how many years down the road), we could agree that you get a pre-determined lump sum payment out of the proceeds, but you'd have to wait for an undetermined amount of time for that to happen...?
- And of course, none of this could happen until taxes are caught up....

Your feedback?

From: Jeff Fenton [redacted]
Sent: Tuesday, December 11, 2018 1:03 PM
To: Fawn Fenton ([redacted] <[redacted] Fawn Fenton <[redacted]
Cc: Fawn Fenton (ffenton@adkissonarchitects.com) <ffenton@adkissonarchitects.com>
Subject: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?
Importance: High

Fawn,

I don't have everything in front of me, but I thought that once upon a time, you had said that you could afford to keep the house, if I would agree to accept the reduced amount of alimony, of only $1,600 per month.

Is that accurate, or still the case?

Because if so, with where we stand currently at $1,750 per month, $1,600 per month would only be $150 less per month (before we were talking about $2k or 2.1k per month in alimony, so it was a greater difference).

Anyhow, IF this is still the case, and we are only talking about me accepting $150 less per month, I'd probably be agreeable with that, IF this is something that you are still interested in. I would need to know soon though, as that would drastically change my plans.

IF you decide to do that, I'd probably leave you a lot more furniture. If you don't decide to do that, but if you prefer to stay with your apartment and let this home go, then I'd like to know how much value you think it has leaving ANY of the furniture here for staging, because I'm considering canceling my storage area, seeing if I can get a $1,000 refunded, and just renting one huge U-Haul and taking everything to Michigan in one trip. Getting storage there if needed, and not needing to drive over the Cincinnati bridge 8 times within the next year. That way, Don would probably fly down, help me load the truck, and take it all in one trip. After measuring the Red Sofa, I think that I could fit that through a 32" door at my mom's too. Plus IF we go this route, I would take the tan furniture too, unless you have some plans for it, to just give to family, etc... (Jenny could sure use a couch, if I remember correctly, though her monsters would destroy it.) Unless you want it for other plans. If you want to trade for that big chair, or even if you want to put that big chair in storage, or the other end table, or anything else in the front room, you could do so, that way you'd have it later. But I'm considering just making one massive trip, and I would like to get your feedback about how that would affect the showing value of the home, being bare, instead of looking half lived in, with old wedding photos on the wall of a marriage that obviously failed, etc... (The photos and art in my bedroom, I don't want.)

Also, if you wanted to pay to have the wood floors refinished to prep the house for sale, or anything that you decide to pay to prep the house for sale, or repair expenses which you agree to, I'm willing to let come out of the sale proceeds BEFORE our split. I'm not agreeable to mortgage payments, utilities, or regular holding costs coming out, but work done to prep and sell the house, I am agreeable with splitting with you, out of the proceeds.

I don't believe that we could get the wood floors adequately refinished as long as the furniture is in there. I think that would probably cost less than $2k (which we would split in the end), and I think that would significantly help your sales price, along with some other minor touchups, which I could do, or you could hire someone else to do, and I'd split that with you also, from the sale proceeds.

Anyhow, IF you kept the house, that would be worth the $150 per month loss to me, in alimony, and I'd leave most, if not all of that furniture here. But if you would still prefer to sell the house and stay in your apartment, then I'd like your feedback on me taking all the furniture (except the bonus room pool table, ping pong table, and couch) in one trip, just to get it over with, and to have my stuff in storage locally instead of in another state, in case I need something out of storage.

I'm thinking that if I do things as I'm currently planning, in reality it will end up costing me twice as much to rent U-hauls to make multiple trips, plus gas prices (plus the drive in winter weather, and trips over that fucking bridge).

Anyhow, all just thoughts for the moment, but I'd really like your feedback, so I can figure out what the heck I'm doing, before I start moving anything to storage, which was supposed to be NOW or tomorrow, so the quicker you can reply, the better.

There is no sense in taking anything to storage, if I'm going to try to get a partial refund from them, and take it all to Michigan in one trip, plus I'd have no need for your snake cages in Michigan. I could build a skid there, if so needed.

Please let me know your thoughts ASAP.

Thanks!

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

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EXHIBIT #1C

Jeff Fenton

From: (615) [redacted] <16158371301.1615333737[redacted]km4F34MBb9@txt.voice.google.com>
Sent: Saturday, January 5, 2019 2:53 PM
To: 837.1301@gmail.com
Subject: New text message from [redacted]

2020 FEB 19 PM 1:11

FILED FOR ENTRY

Voice

I am NEVER trying to screw you over. You are paranoid.

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Google

Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

Jeff Fenton

From: (615) [redacted] <16158371301.1615333737[redacted]m4F34MBb9@txt.voice.google.com>
Sent: Sunday, January 6, 2019 5:45 AM
To: 837.1301@gmail.com
Subject: New text message from (615) [redacted]

Voice

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.) Your mood swings are so weird. I thought, based upon our emails, that we were not going to harrass each other with legal contracts. As I said, the terms of your alimony will be immortalized in the final divorce filing, which we will do after the house sells. I don't understand why you are suddenly freaking out for no reason.

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Google

Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

Jeff Fenton

From: (615) [redacted] <16158371301.1615333737[redacted]km4F34MBb9@txt.voice.google.com>
Sent: Tuesday, January 8, 2019 12:16 AM
To: 837.1301@gmail.com
Subject: New text message from (615) [redacted]

Voice

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. Regarding leaving a few cameras and wireless etc, I guess that's fine, I don't see why not.

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Google

Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

EXHIBIT #1

Fawn Fenton
(615) 333-7577 • mobile

2020 FEB 19 PM 1:13

Love puppy!!

Fawn Fenton (mobile) • Dec 24, 2018



Saying goodbye to the end of an era.



Dec 25, 2018

Merry Christmas to you and Pup pup and Tweetie!

Fawn Fenton (mobile) • Dec 25, 2018

Thank you. Likewise my old friend!

Dec 25, 2018

The invitation remains open for you to attend a counselling session or two with Terry, at my expense, solely so that you can understand my condition better.

- 61.4

I would need a week or so notice, so I could sign the authorizations and get Terry's approval. If you are interested, PLEASE let me know ASAP, as you know I won't be here much longer. And once I'm gone, I'm gone!

But it is worth my money and time, to do a couple of sessions, with you, with absolutely no desire to divert our course to sell our home, for me to move out of state, or our plans to get divorced immediately thereafter.

For the SOLE purpose of salvaging some portion of our previous FRIENDSHIP, if it is WORTH a couple hours of YOUR TIME, and some open minded discussion, with nothing to "win" or "lose" for either of us.

I honestly am not sure what Terry might or might not say. But it is WORTH it to me to invest MY TIME and money to find out, IF you will agree!?!?

Please let me know!

Dec 30, 2018

Yes, I absolutely would like to attend a couple of counseling sessions with you and Terry. Let me know when I should be there!

Fawn Fenton (mobile) • Dec 31, 2018

Ok, great! (RE: meeting with Terry and I.)

My next appointment with Terry is on Jan 8th, when I can discuss it with him, sign any temporary disclosures, and make sure that he is agreeable.

So we are probably looking at the following week, but he may be able to get us in sooner. His office has moved to Maryland Farms, where he shares an office with another counselor, so they split the week up. Terry works 2.5 or 3 days per week, something like that, so his availability is more challenging now.

But I will definitely try to book that and let you know when!

Thanks!

FYI... I'm going to authorize him to disclose and explain anything to you regarding my mental health, discuss any potential concerns, and answer amy of your questions, without holding back, during our appointments together only. Afterwards, he will not be allowed to even acknowledge if I am still a patient, as I will resume complete confidentiality with him. During our scheduled appointments together, I will request and authorize that he be brutally honest with you, about anything you want to know.

I can't promise that he will agree to meet with us both. I know when early on I asked him about doing "marriage counseling" with us both, Terry said that he'd need to think about that to determine if he is comfortable with it. He is a very ethical person, so he won't do anything he feels may compromise his personal or professional ethics.

- 61.5

Obviously we're not going for "marriage counseling" now, but rather primarily to

explain to you what my diagnoses are, what that means in my case in particular, and answer any questions or concerns which you might have.

The point is NOT to 'work out' any issues between us, to determine who was 'wrong' or "right" about ANYTHING, but rather to define and explain from his personal and professional experience, who and what I am, and the real challenges that my mental health poses to me and to those around me, for the years to come. Especially, at my request, to address any concerns you have about my condition including me being "delusional", as seen to date, as expressed in your experiences, or what he realistically expects to be in my future.

He might meet with us once, but if he feels like it is a "pissing contest" or is otherwise unproductive, he may not agree to meet with us a second time together. (Just FYI... he is really NOT into "pissing contests".)

I will try to schedule this when we meet and talk, and let you know if he is agreeable (which I think u

I will try to schedule this when we meet and talk, and let you know if he is agreeable (which I think under the circumstances he will be, as long as we come in with an open and teachable posture, ready to listen and calmly share and question, rather than a combative agenda), and when Terry is available to meet with us.

I expect that the conversation will primarily be between you and Terry, about me. I just want to be there to witness that which is said about me (both ways), to make sure that I don't feel falsely accused, and to learn what I can from the experience, from both you and Terry. (I have not asked him some of these direct questions... since I BELIEVE that I already know the answers, but I am absolutely open and willing to hear Terry's answers to your concerns.)

So thank you, I will definitely take you up on that, and try to schedule it as soon as possible.

Please confirm if what I just described is what you expected and hope for in our time with Terry, and advise me if I missed any goal or objective of our time together with him.

Thanks!

Dec 31, 2018

Yes that all sounds fine about meeting with Terry. However he wants to handle it. I am wanting to hear his perspective. Definitely no arguing if at all possible, and I wouldn't blame him for cutting it off if there was arguing.

I have ACE from 3:-5:00 pm on Tuesday Jan 14, but so far that's the only non-negotiable thing on my calendar coming up. So just let me know date/time whenever you find out.

Fa n Fenton mobile • Dec 31, 2018

616

Ok, sounds good! Thanks! I'll let you know as soon as I know

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Happy New Year!

God, I pray it will be better than 2018!

Dec 31, 2018

617

EXHIBIT #12

Fawn Fenton
(615) 334-7377 • mobile

Thanks!

I was just reading about the 2018 tax code... 2020 FEB 19 PM 1:12

Have you figured out the income tax ramifications of having no mortgage interest deduction (because you will live in an apartment), plus no spousal dependant (another lost $12k write-off), plus not being able to write-off the alimony you pay me, combined with the new 2018 tax laws? (Not to mention the loss of the "business in home" and other MM write-offs)?

FILED FOR ENTRY

Seriously, I'm concerned for how you have and continue to set yourself-up for your future.

It looks to me, like you will have double the taxable income that you previously had, which won't likely change for 5-10 years, until you can afford to purchase another condo and complete paying my alimony.

Have you really ran the numbers on all of this and considered for a moment if maybe there is some way for you to mitigate your tax losses?

It looks to me like you have created and are walking into the worst possible scenario tax wise, which will largely defeat much of the vocational success you've reached in recent years.

Am I missing something, misreading something, not understanding anything correctly? Have you discussed options with a CPA or even your brother, or someone with an MBA, or at least a tax professional?

I hate to see you screw yourself, especially to solely benefit Uncle Sam.

Is there no better way of doing this?

Dec 22, 2018

Correct, my tax situation is going to suck for a very long time.

Fawn Fenton (mobile) • Dec 22, 2018

Is there nothing we can do h

To help that?

Dec 22, 2018

Not that I know of

Fawn Fenton (mobile) • Dec 22, 2018

Have you talked to your brother about it or asked an accountant?

Dec 22, 2018

618

Yes I've talked to mark and my dad. No haven't talked to an accountant. 90k gross - 31k taxes - 21k allmony = 38k net. Plus or minus.

Fawn Fenton (mobile) • Dec 22, 2018

Didn't your dad or Mark have any suggestions to bring down those insane taxes?

Dec 22, 2018

Nope. This is why I cannot afford to keep house, and need sale to help pay down debts.

Fawn Fenton (mobile) • Dec 22, 2018

Yet the house would save you how much in taxes?

Debts are all from this year... how did we fall so far so fast?

Dec 22, 2018

Someday when allmony is done, I can get a job making only $43k gross and have same net of +/- $38k.

Fawn Fenton (mobile) • Dec 22, 2018

That is crazy... their must be a smarter way to spend all that you've worked for?

So back to the house, how much does the mortgage interest take off your taxes?

Your dad and Mark didn't have any suggestions to help you pay less in taxes?

Hello?

If you kept house, you would have a massive tax write-off, plus if you got one female roommate, you would be earning equity, have money to slowly

Dec 22, 2018

Mortgage interest is about $12k.

Fawn Fenton (mobile) • Dec 22, 2018

619

EXHIBIT #13

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2018 NOV 21 PM 2:12

FAWN [redacted] FENTON,
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON,
Defendant/Husband,

FILED FOR ENTRY
Docket: 47426

COPY

FILED FOR ENTRY
2020 FEB 19 PM 1:

NOTICE OF VOLUNTARY NON-SUIT

Comes now the Defendant/Husband, Jeffrey Ryan Fenton, and would hereby give notice that he will be voluntarily non-suiting his previously filed Counter-Complaint for Divorce, which was filed on the 30th day of October, 2018, under docket number 47426.

Respectfully Submitted,

Jeffrey Ryan Fenton, pro se
1986 Sunny Side Drive
Brentwood, TN 37027
Phone: (615) 837-1300

620

CERTIFICATE OF SERVICE

I do hereby certify that I have served a true and exact copy of the foregoing document, via USPS, this the 21st day of November, 2018, to the following:

W. Edward Porter IV
222 Second Avenue North
Suite 210
Nashville, TN 37201

Fawn [redacted] Fenton
[redacted]
Brentwood, TN 37027

Jeffrey Ryan Fenton, pro se

- 621

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FILED
WILLIAMSON COUNTY
CLERK & MASTER
2018 NOV 21 PM 2:11

FAWN [redacted] FENTON,
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON,
Defendant/Husband,

FILED FOR ENTRY
Docket: 47426

COPY

ORDER OF VOLUNTARY NON-SUIT

It appearing to the Court, as evidenced by the signature of Defendant/Husband below that a Notice of Voluntary Non-Suit has been filed in the above styled cause of action.

It is accordingly **ORDERED, ADJUDGED** and **DECREED** that the Counter-Compliant for Divorce filed by the Defendant/Husband, Jeffrey Ryan Fenton, is hereby voluntarily non-suited without prejudice.

It is further **ORDERED** that the Defendant/Husband shall pay all Court Costs associated with said cause of action for which execution shall issue if necessary.

Entered this the _____ day of _____, 2018

HONORABLE JUDGE MARTIN

622

APPROVED FOR ENTRY:

JEFFREY RYAN FENTON, pro se
1986 Sunny Side Drive
Brentwood, TN 37027
(615) 837-1300

CERTIFICATE OF SERVICE

I do hereby certify that I have served a true and exact copy of the foregoing document, via USPS, this the 21st day of November, 2018, to the following:

W. Edward Porter IV
222 Second Avenue North
Suite 210
Nashville, TN 37201

Fawn [redacted] Fenton
[redacted]
Brentwood, TN 37027

Jeffrey Ryan Fenton, pro se

623

EXHIBIT #14

Jeff Fenton

From:	Jeff Fenton
Sent:	Sunday, November 11, 2018 4:55 PM
To:	Fawn Fenton; Fawn Fenton
Subject:	House Sale

2020 FEB 19 PM 1:1
FILED FOR ENTRY

Hello Fawn,

I'm trying to figure out my financial expectations from selling our house.

So what price range do you expect our house to sell in?

Please provide me with a:

- High
- Middle (most likely)
- Low (worst case scenario)

Also, IF our house does not sell by the time your lease is up, would you be willing to move into the house until it sells? To save money, so you can afford to pay me some alimony?

We've already agreed on $500 per month from now until you sell the house, then on $1,750 per month for the next 6 years after.

I understand that you can't afford to pay me more than $500 per month while paying both the mortgage here and your apartment. But please understand that I can't live on $500 per month and have been needing to borrow money from my family just to barely make ends meet; to buy my meds, to keep attending counseling, which I can't do forever.

I understand that you hope the home will quickly sell, but if for any reason that is not true, I'd like to have a contingency plan.

So I'm wondering, as a backup, IF the house doesn't sell by the time that your initial 14-month lease is up, if you are willing to let your apartment go and move into the house to live while you continue to try to sell it on the market?

I was thinking, that IF you are willing to do that, then you could pay me alimony as follows:

$500 per month until the house sells or until your current lease is up, whichever comes first. (Doesn't count towards term of alimony.)

$1,500 per month, IF the house doesn't sell by the time your lease is up, between the expiration date of your lease and when the house sells. (This time WOULD count toward your 6 years of alimony.)

1,750 per month after the house sells, for 6 years, or the remainder of the 6 years: If your lease expired, you moved back into the house, while keeping it listed for sale, while paying me $1,500 per month in alimony.

Basically, I can't afford to do any vocational training or anything else on $500 per month. (I couldn't even afford food and gas back and forth to school). So the only thing I hope to get done from the time I leave here until the house is sold. Is try to catch up on our bookkeeping and back taxes. As well as visit family and friends.

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But I don't want to put my whole life on hold, and there are no decent $15 per hour jobs back in MI, so that isn't even an option, and I can't even consider staying with anyone other than family and friends for FREE.

So in the unfortunate event this house takes a year to sell, like it did last time, I'd like a contingency plan that at least allows me to begin my vocational training, before I wear out my welcome staying with family and friends.

I understand you love your apartment and would hate to lose it, but it makes no sense for you to have two homes here while I am homeless mooching off family and friends in MI.

So as a "contingency plan" are you willing to do this, or should I just plan on moving back in, if the sale goes long, and deal with whatever consequences that has? (Me still in bed at 2pm, in my underwear, with my bird, gun on headboard, as a realtor tries to show the place? Not an attractive thought, especially concerning my paranoia level with no alarm or surveillance system.) Or I could come stay with you, in your apartment, if you prefer? ♈

I'm trying to do you a solid by getting out of here for six months or so, as you try to sell this place, while providing me with no place to live... but I can only do that for so long.

What are your thoughts on this matter?

Thanks.
Jeff

Sent via the Samsung Galaxy, an AT&T 4G LTE smartphone

EXHIBIT #15

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2020 FEB 19 PM 1:13

FILED FOR ENTRY

FAWN [redacted] FENTON,
Plaintiff/Wife,

vs.

Docket: 47426

JEFFREY RYAN FENTON,
Defendant/Husband.

NOTICE OF VOLUNTARY NON-SUIT

Comes now the Plaintiff, Fawn [redacted] Fenton, by and through counsel, and would hereby give notice that she will be voluntarily non-suiting her previously filed Complaint for Divorce, which was filed in July 2018 under docket number 47426.

Respectfully Submitted,

W. Edward Porter IV, BPR 033893
Attorney for Plaintiff
222 Second Avenue North
Suite 210
Nashville, TN 37201
615-250-8000 - Office
615-242-5918 - Fax
Wedward.porter@hotmail.com

626

CERTIFICATE OF SERVICE

I do hereby certify that I have served a true and exact copy of the foregoing document, via USPS, this the 5th day of November, 2018, to the following:

Jeffrey Ryan Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

W. Edward Porter IV

627

11-9-18 cN

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2018 NOV -7 PM 12:27

FILED FOR ENTRY 11/9/18

FAWN [redacted] FENTON,
Plaintiff/Wife,

Docket: 47426

vs.

JEFFREY RYAN FENTON,
Defendant/Husband.

ORDER OF VOLUNTARY NON-SUIT

It appearing to the Court, as evidenced by the signature of counsel below that a Notice of Voluntary Non-Suit has been filed in the above styled cause of action.

It is accordingly **ORDERED, ADJUDGED** and **DECREED** that the Compliant for Divorce filed by the Plaintiff, Fawn [redacted] Fenton, is hereby voluntarily non-suited without prejudice.

It is further **ORDERED** that the Plaintiff shall pay all Court Costs associated with said cause of action for which execution shall issue if necessary.

Entered this the 9 day of Nov, 2018

HONORABLE Judge Joseph A. Woodruff

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APPROVED FOR ENTRY:

W. Edward Porter IV, BPR 033893
Attorney for Plaintiff
222 Second Avenue North
Suite 210
Nashville, TN 37201
615-250-8000 - Office
615-242-5918 - Fax
Wedward.porter@hotmail.com

CERTIFICATE OF SERVICE

I do hereby certify that I have served a true and exact copy of the foregoing document, via USPS, this the 5th day of November, 2018, to the following:

Jeffrey Ryan Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

W. Edward Porter IV

CLERK'S CERTIFICATE
I hereby certify that a true and exact copy of foregoing has been mailed or delivered to all parties or counsel of record.
11/16/18
Date
Clerk & Master

- 629

EXHIBIT #16

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE AT FRANKLIN

2019 OCT 30 PM 1:42

FILED FOR ENTRY

FAWN [redacted] FENTON,
Plaintiff,

vs.

Docket: 47426

JEFFREY RYAN FENTON,
Defendant,

COPY

ANSWER & COUNTER-COMPLAINT FOR DIVORCE

Comes now the Defendant/Husband, Jeffrey Ryan Fenton, and files this Answer, and Counter-Complaint for Divorce as Follows:

ANSWER

1. Husband admits to the statistical information and jurisdictional information provided in paragraph 1 of the Wife's Complaint for Divorce, with the following exceptions:

2019 FEB 19 PM 1:13

FILED FOR ENTRY

HUSBAND:

o. Date and Place of Birth: 10-8-69, Fairchild AFB, WA
q. Education level: HS
z. Handicaps: Diagnosed with Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5), Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F41.1), Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2), and believed to also suffer from Circadian Rhythm Sleep Disorder (CRSD) Non-24-Hour Sleep-Wake Type (Non-24) DSM-5 307.45 (G47.24)

2. Admitted.

3. Husband admits allegations of Irreconcilable Differences T.C.A. 36-4-101 a (14). Husband denies allegations that he is guilty of Inappropriate Marital Conduct T.C.A. 36-4-101 a (11) and demands strict proof thereof.

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Husband to show that Wife is guilty of Inappropriate Marital Conduct T.C.A. 36-4-101 a (11), since Wife secretly planned the divorce with her brother, hired an attorney, and then locked the Husband out of all financial accounts.

4. Admitted.

5. Admitted

6. Admitted

7. The Husband denies allegations as stated in paragraph 7 of the Wife's averments and demands strict proof thereof. The parties agreed previously for the Husband to not work. Wife demands that Husband maintain and repair the house as needed, as well as manage the household finances and record keeping. Wife has specifically refused to assist with the finances, prior to moving out of the marital residence and since has secretly seized all financial access and control. Wife further refers to Husband as the "House Husband".

8. The Husband denies allegations as stated in section 8 of the Wife's averments and demands strict proof thereof.

9. Admitted that the Husband has requested Wife spend more time with him at home. The Husband denies the remaining allegations as stated in paragraph 9 of the Wife's averments and demands strict proof thereof.

The Wife spends less than ONE day per Month with the Husband. She works longer hours every day than her employer requires, often picks-up dinner on her way home, then plays with the pets while cleaning their cages, until she is falling asleep and goes to bed. On the weekends, Wife often spends one day volunteering at the Nashville Zoo, or doing some other activity of interest to herself, by herself, without even inviting

Husband, and the second day of the weekend cleaning some of the five aquariums which we had, while catching up on rest. Wife has been disengaged from the marriage for years, physically, emotionally, and mentally. Wife also routinely takes trips with her family, while intentionally failing to set aside any vacation time to spend with Husband. On average, Wife goes on trips without Husband, between 2-Weeks and 1-Month per year.

10. The Husband denies allegations as stated in paragraph 10 of the Wife's averments and demands strict proof thereof.

11. Admitted that Husband has been diagnosed with ADHD, Generalized Anxiety Disorder, Obsessive-Compulsive Personality Disorder, and is believed to suffer from Circadian Rhythm Sleep Disorder, Non-24-Hour Sleep-Wake Type. The Husband denies the remaining allegations as stated in paragraph 11 of the Wife's averments and demands strict proof thereof.

Husband denies that he is able or capable of working currently, and/or supporting himself financially. Further, Wife's daily and repeated emotional and verbal abuse of Husband; has only made his symptoms worse, decreasing his ability to work.

12. Admitted in part and denied in part. Admitted, Husband has asked Wife not to talk bad about Husband with Wife's family. Admitted that Husband has had the passwords and login credentials, as he's been the only one managing the finances for over a decade. Husband also scans all cedit and debit cards, so that if they change, or if they are lost or stolen, the parties will have the necessary information. Wife has never once voiced a concern or a complaint about this practice. Husband keeps this sensitive data, in a multiply encrypted file on their home server, and Husband has provided Wife

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with a copy of this encrypted file, to take along with her to work, on Wife's portable USB drive.

Husband and Wife's finances have always been joint, regardless of whose name accounts were in. Both parties maintained equal access to all of their financial accounts, until Wife decided to file for divorce, and locked Husband out of all their accounts and finances. After filing but before service, Wife failed to follow the Statutory Injunctions and not only locked Husband out of the accounts, but also reduced credit lines to keep Husband from hiring his own attorney.

The Husband denies the remaining allegations as stated in paragraph 12 of the Wife's averments and demands strict proof thereof.

13. The Husband denies allegations as stated in section 13 of the Wife's averments and demands strict proof thereof.

14. The Husband denies allegations as stated in section 14 of the Wife's averments and demands strict proof thereof.

15. The Husband denies allegations as stated in section 15 of the Wife's averments and demands strict proof thereof.

16. The Husband did not receive the Exhibit mentioned in section 16 of the Wife's averments, so Husband can neither affirm or deny the validity of Wife's allegations. Husband demands strict proof, showing dated, time-stamped communications, in a format which is generally acceptable as legal "evidence", which cannot be easily altered, showing the entire context of the conversation(s), both before and afterwards, to substantiate these allegations.

Since Wife vacated their home, Wife has been financially and legally domineering and

bullying Husband, while fabricating lies about Husband's character and history, as a means to justify Wife's clearly illegal actions.

17. The Husband denies allegations as stated in section 17 of the Wife's averments and demands strict proof thereof. Furthermore, Husband asserts that he has never physically threatened or touched Wife in a harmful manner. Wife has repeatedly come and gone to the home alone, once just for $15 worth of hay and wood chips for their pet bunnies (she could have gotten at any pet store), which certainly demonstrates no fear. Ironically, Wife is a highly skilled and trained marksman, who is also certified as a "Self-Defense Handgun Instructor", certified by both the NRA and the Tennessee Department of Safety, has been extensively trained and even employed as an Instructor by the best firearms training institute in this Country (Front Sight Firearms Training Institute, located in Pahrump, NV), has received training by multiple local police departments. Wife owns over $10k in high-end assault rifles, an array of pistols, and owns more than 8,000 rounds of ammunition. Wife's firearms "resume" is attached to this Answer & Counter-Complaint for Divorce as Exhibit 'A'.

COUNTER-COMPLAINT FOR DIVORCE

AVERMENTS

1. Grounds for divorce relied upon by Husband:

   T.C.A. 36-4-101 a (14) Irreconcilable Differences. Wife is guilty of Inappropriate Marital Conduct T.C.A. 36-4-101 a (11).

2. Wife has been the breadwinner in the marriage, and Husband has been a

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homemaker when he was not Self-Employed. Wife's earning potential by far exceeds Husbands.

3. Wife continually withholds praise and affection from Husband, often criticizing and belittling him, for how slow, or how hard it is for Husband to focus on tasks, due to Husbands ADHD, which Husband has been diagnosed with.

4. Wife has treated Husband's mental challenges as if it were a Cancer, deteriorating the very essence of who Husband is.

5. Wife refuses to show Husband affection, admiration, respect, loyalty, or love, blaming Husbands mental illnesses for Wife's shortcomings.

6. Wife refuses to be intimate with Husband, except on special occasions, calling Husband "fat", stating that Wife has no desire to engage in activities of touch with Husband.

7. At times, Wife blames her lack of sex-drive, on Husband becoming less attractive and gaining weight as he has aged.

8. Wife isn't willing to "cuddle" with Husband, and generally distances herself, refusing to even hold-hands. The simple act of Wife sitting beside Husband, while watching Television, is almost unheard of.

9. Wife continually seeks out activities of her interest, by herself, without inviting Husband to participate, or even taking into consideration what activities would interest Husband.

10. Wife attended counseling prior to meeting Husband and said she had struggled with depression and ruminating upon negative thoughts, all her life. Several years ago, Wife quit attending counseling.

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11. At the time which they met, Husband made more money than Wife, Wife wanted to become a police officer, not an Architect. Husband owned his own home, which he had spent years remodeling.

12. Husband and Wife met on Match.com. At that time, Wife's profile on Match.com advertised that Wife was seeking a "dominate" male. As Wife began to make more, and Husband began to make less, Wife appeared to have less desire, attraction, and respect for Husband.

13. Despite the fact that Husband was a blue-collar worker with only a High School diploma, and suffered from a number of psychological challenges, Husband had worked hard and lived independently since his mid-teens, without any parental, spousal, or government support, by any means, at any time, prior to this marriage.

14. Upon marrying Wife, encouraging and assisting Wife in her Career to become a successfully licensed Architect, Husband realized that he had to make a choice:

> Either to force Wife to continue living in a box (house) which is smaller than she could afford, where Husband felt safe, where everything was customized exactly how the Husband wanted, and where the Husband could always maintain his independence (because of the low out-of-pocket monthly expenses of the duplex), OR Husband needed to risk moving into a bigger box, which Wife had worked hard to be able to afford, which Wife had earned the opportunity to experience, which Wife had dreamed about for years, but is unfortunately larger and more expensive than Husband could ever afford on his own.

Husband sacrificed his home, and his life of independence (which he valued above everything, except for his Wife) to purchase Wife's "dream house".

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Now unfortunately Husband is faced with not being able to afford the marital residence, or being able to return to his previous home, where he could live safely and comfortably within his means.

15. Immediately after purchasing Wife's "dream home", Wife hired a roofing company to replace the roof, which resulted in tens-of-thousands of dollars in damage, which the roofing company failed to fix or pay for. This forced Husband and Wife to file a civil suit against the roofing company (DCGC #12GC10602), where they won a default judgment, which then the roofing company refused to pay. Husband and Wife spent the next two years trying to levy every bank account, contract, and eventually the property of the roofing company for payment, as the roofing company played games, moving and hiding their assets to avoid payment.

16. At the time of the roof damage, Wife agreed that Husband should quit his vocational pursuits (for a season) to repair the extensive damage and pursue the roofing company, their subcontractors, and both of their insurance companies, to collect payment. Husband and Wife were financially hemorrhaging as a direct result of the roofing damage done to their newly purchased home. That journey was without question a full-time "job" for Husband, with complete consent of the Wife, which lasted for two full years.

17. Husband and Wife received a roofing settlement which covered most of the damage to their home, but it failed to compensate Husband for the two years of time and income which he lost.

18. This roofing incident, along with all its costs, financially, emotionally, time-wise, etc... was by far the precipitating event which tarnished everything to follow. Even after

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the settlement was applied to their credit card debts, paying the Wife's first, a substantial amount of debt remained.

19. This became a season where Husband's mental illnesses were exacerbated by the overwhelming challenges. Since Husband found it impossible to meet every need, he found it very difficult to prioritize and focus on the tasks at hand. Regretfully, Husband and Wife rarely prioritized tasks the same, with the needs often changing daily. Husband grew frustrated with never feeling like he could give enough to please Wife. The lack of definition and structure for Husband increased his anxiety while diminishing his ability to focus on the tasks at hand.

20. Wife was regularly critical and condescending toward Husband regarding his ADHD.

21. Wife's family (especially her mother), was also constantly critical and condescending toward Husband, regularly criticizing Husband to Wife within ear-shot, within Husband and Wife's own home.

22. Wife vacillated between wanting Husband to work anywhere to not wanting Husband to work at all outside their home. This sometimes changed daily for Wife, especially after Wife began menopause, and Husband found it simply impossible to please Wife, or to have any sense of satisfaction in his work.

23. Husband and Wife discussed different ways for Husband to receive training, to re-enter the job market, because his previous career in industrial printing had since perished. Husband and Wife executed a contract known as the "2015 Spousal Contribution & Support Agreement" (attached as Exhibit 'B'), to clearly define the expectations of Husband for the following year.

24. Wife defaulted on the "2015 Spousal Contribution & Support Agreement" almost immediately after its execution. Wife insisted that Husband could continue his entrepreneurial aspirations from home indefinitely, further stating that she didn't care if Husband ever became employed again outside their home, provided that both Husband and Wife could afford to live off her salary.

25. In 2016 Wife stated that she "would be pissed" if Husband got a job outside their home within the following year, because of the tasks which Wife wanted completed.

26. On January 6th, 2017, Wife was involved in an at-fault collision which totaled her brand-new Toyota Prius. This totally emptied our savings.

27. On 9/8/2017, Husband gently confronted Wife's mother, about cleaning and reorganizing all their bookshelves. As a result, Mother-In-Law become both furious and rude to Husband.

28. On 9/11/2017 Husband reached out to Wife's brother, in an attempt to get his advice and perform some damage control with their mother. During their telephone conversation, Wife's brother told Husband, that essentially, he and his mother do not understand what value Husband brings to the marriage with Wife and asked Husband to explain to him what Husband's "contribution is". Husband was very honest with Wife's brother, answering his questions, while believing that he was trustworthy. Later Wife's brother used that exact same information to pressure his sister, Husband's Wife, to abandon and ultimately divorce the Husband.

29. Upon Wife notifying Husband that she was filing for a divorce, Wife stated, "I'm so sorry, I did betray you.".

30. Husband texted, "Your family won." To which Wife replied, "yes, my family won."

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31. Upon separation, Wife entered into a 14-month lease for an apartment, which has substantially increased the monthly marital expenses, resulting in additional credit card debt.

32. Upon separation, Wife changed the credentials and contact information on all bank and credit accounts, later reporting the cards "lost or stolen", thereby cutting-off and preventing Husband from accessing any financial accounts, to view expenditures, or to have direct access to any funds.

33. Upon separation, Wife repeatedly refused to provide Husband with a copy of any and all bank, credit, and other financial statements (except for the one credit card which Wife temporarily "allowed" Husband to use, for his monthly consumables), further exerting Wife's financial dominance over Husband. Finally, on 8/28/2018, under pressure by Husband, Wife conceded and supplied Husband with those statements to date. No further financial statements have been received from Wife since.

34. Wife has repeatedly insisted upon litigating a contested divorce, knowing that Husband has not and cannot afford legal counsel, rather than working together toward a much more affordable collaborative divorce, thereby causing credit card debt to continue to rise, as Wife exerted her legal dominance over Husband.

35. The significantly increased credit card debt, caused by the Wife's unilateral choices, has substantially reduced the Husband and Wife's equity in their home, and their overall estate, without Husband having a choice in the matter.

36. After Wife locked Husband out of all financial account, she provided Husband with a single Bank of America Visa (#3997), with an initial credit limit of $13,000, for Husband to purchase his consumables and pay for any other expenses.

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37. On 7/28/2018, Wife reduced the credit limit on the Bank of America Visa (#3997) from $13,000 to $5,000, which left over a $4,000 negative balance on the card, rendering it useless to Husband. Within a few days, Wife filed a "lost or stolen" dispute with Bank of America, cancelling Husband's credit card altogether. This action alone, made it financially impossible for Husband to afford a legal retainer, to hire an attorney to represent Husband against Wife, further advancing Wife's financial and legal leverage and dominance over the Husband.

38. On 8/11/2018, Wife provided Husband with a new Chase Visa (#6282), with only a $1,000 credit limit, while denying Husband credentials to monitor his account activity online, with such a small spending allowance. Husband complained that the credit limit was insufficient to meet his needs, and certainly prevented Husband from hiring any legal counsel, but Wife was unwavering in her pursuit of financially limiting the Husbands access to funds.

39. On 10/2/2018, Wife notified Husband that she had cancelled his new Chase Visa (#6282), thereby cutting-off all access which Husband had to any of the marital income, credit, and finances. Contrary to Wife's previous promises to pay for hiring Husband an attorney, whenever Husband deemed it necessary, Wife stated, "As far as paying for your attorney and all of your other imagined expenses, I will pay what the court orders me to, when we get to that point." Despite what has been said before or since, Wife has yet to pay a dollar towards Husband's legal counsel or defense.

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WHEREFORE, HUSBAND PRAYS:

1. That Husband be awarded a Final Decree of Absolute Divorce on the grounds of Irreconcilable Differences or Inappropriate Marital Conduct;

2. For the Court to approve the Marital Dissolution Agreement, should the parties agree to enter into one.

3. For all right, title, and interest in the personal property already in the Husband's possession to be divested out of the Wife and vested in the Husband as his separate property;

4. For all right, title, and interest in the personal property already in the Wife's possession to be divested out of the Husband and vested in the Wife as her separate property;

5. For Wife to pay reasonable attorney's fees, to hire legal Counsel for Husband, as she promised, prior to mediation, trial, or any further litigation.

6. For the court to task costs, if necessary and award Husband his reasonable costs of prosecuting this matter, including a reasonable attorney's fees.

7. That the Husband be awarded alimony such that he can maintain his own residence, with a similar standard of living.

8 That the Husband be awarded the necessary funds for vocational training, to eventually be able to support himself again, regaining his independence.

9. That the Husband remain on the Wife's health insurance policy, to ensure no gap in mental or physical health care.

10. That the Husband be awarded such general relief to which the Husband may prove entitled including, but not limited to, those items prayed for above;

11. That the Wife be served with this suit and be required to answer as prescribed by law;

12. For the court to make an equitable distribution of the marital assets in this cause and deem non-marital property and assets separate.

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Case 1:23-cv-01097-PLM-RSK ECF No. 1-26, PageID.1304 Filed 10/13/23 Page 44 of 109

Respectfully Submitted,

Jeffrey Ryan Fenton, pro se
1986 Sunny Side Drive
Brentwood, TN 37027
Phone: (615) 837-1300

- - - 643

STATE OF TENNESSEE)
COUNTY OF Williamson)

I, JEFFREY RYAN FENTON, being first duly sworn according to law, makes oath that I have read the foregoing Answer & Counter-Complaint for Divorce, knows the contents thereof, and that the same is true and correct to the best of my knowledge, information, and belief; that this Counter-Complaint is made for the causes mentioned therein; and that I am justly entitled to the relief therein sought.

JEFFREY RYAN FENTON

Sworn to and subscribed before me this 30 day of October, 2018.
Witness my hand and official seal.

Notary Public

My Commission Expires
July 6, 2020

My Commission Expires: _____

BRIAN D. BRINSON
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

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Exhibit 'A'

FAWN T. FENTON

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

Self-Defense Handgun Instructor

CERTIFICATIONS & AFFILIATIONS

- **NRA Certified Basic Pistol Instructor**
- **Tennessee Department of Safety Concealed Carry Instructor**
- **Front Sight Firearms Training Institute Handgun Instructor, Pahrump, NV**
- **CCWP Instructor at The Range Incorporated, Centerville, TN**
- Nashville Police Department Citizens Police Academy, Summer 2008
- Mount Juliet Police Department Citizens Police Academy, Spring 2004
- Member of the NRA since 2004, Life Member since 2012
- Training with NRA Refuse To Be a Victim Program
- Member of the United States Practical Shooting Association since 2003

TRAINING

- Front Sight Firearms Training Institute, 4-Day Practical Rifle (FN-FAL & AR15), January 2018
- Front Sight Firearms Training Institute, 4-Day Defensive Handgun, March 2013
- Front Sight Firearms Training Institute, 4-Day Armorers Class – AR15, March 2010
- Front Sight Firearms Training Institute, 4-Day Line Coach – Defensive Handgun, March 2010
- Front Sight Firearms Training Institute, 4-Day Instructor Development, February 2009
- Front Sight Firearms Training Institute, 4-Day Practical Rifle (AR-15), February 2008
- Front Sight Firearms Training Institute, Handgun Master Prep, January 2007
- Front Sight Firearms Training Institute, 4-Day Defensive Handgun, January 2006
- Front Sight Firearms Training Institute, 4-Day Practical Rifle (AK-47), January 2005
- Front Sight Firearms Training Institute, 4-Day Defensive Handgun, October 2003
- Front Sight Firearms Training Institute, 4-Day Defensive Handgun, October 2002
- Tactical Response, 2-Day Fighting Pistol, May 2004
- The Range Incorporated, Advanced Handgun II, November 2003

- The Range Incorporated, Advanced Handgun I, April 2003
- The Range Incorporated, State Concealed Carry Course, February 2003
- HGR Firearms NRA Basic Pistol Instructor Certification Course, June 2006
- Vanderbilt Rape Aggression Defense Systems, December 2003

REFERENCES

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

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

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

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Exhibit 'B'

2015 SPOUSAL CONTRIBUTION & SUPPORT AGREEMENT

1. **PARTIES** — This is a Legally Binding Agreement entered into this 11TH day of October, 2014, between HUSBAND, Jeffrey R. Fenton, and WIFE, Fawn T. Fenton, of 1986 Sunny Side Drive, Brentwood, TN 37027.

2. **PURPOSE** — The purpose of this Agreement is to clearly define the contributory RESPONSIBILITIES and EXPECTATIONS of the HUSBAND, both financial and otherwise, from the date of execution through January 1st, 2016. The overall intent of this Agreement is to define the conditions of a financially supported "re-training" period for HUSBAND, to help equip him to re-enter the workforce, while providing TIME for HUSBAND to also bring the family's financial records current.

3. **BENEFITS FOR HUSBAND** — The benefit of this Agreement for the HUSBAND is to provide him a clearly defined sense of purpose during this season, while allowing him the time, structure, and support needed to complete training that should help equip him to make a more significant financial contribution to the family, while pursuing a profession which he finds more interesting and fulfilling. This Agreement defines exactly what the HUSBAND must DO during this season, in order to be deemed "DOING HIS SHARE" to help support the family. This Agreement does not address common household chores and other shared responsibilities of every family, but specifically speaks to his OCCUPATIONAL pursuits and contributions during this time. This Agreement allows HUSBAND an OPPORTUNITY for RE-TRAINING, financially sponsored by the WIFE for a specific term, provided that HUSBAND meets and maintains the conditions of this Agreement, as stated herein. Should he continue to do that, there are NO expectations for HUSBAND to earn money during this short season.

4. **BENEFITS FOR WIFE** — The benefit of this Agreement for the WIFE is the assurance of HUSBANDS continued and measurable progress toward financial objectives important to the WIFE, including the completion of several years of bookkeeping and back tax filings, while allowing HUSBAND a defined period of TIME to re-train for the job market. Likewise, this Agreement also provides WIFE with the security of having pre-defined consequences that would immediately benefit the family financially, IF HUSBAND should fail, fall-short, or otherwise default on his commitments herein.

5. **TERM** — The TERM of this Agreement shall be from the date of its full execution by both parties, through all of 2015, and absolutely expires in its entirety on January 1st, 2016. At that point the sponsored "re-training period" will be deemed OVER. Regardless of where HUSBAND is with his training and professional development at that time, he MUST obtain paying work, whether through self-employment or hiring on with a firm, to begin making a regular financial contribution to the family again.

6. **WORK PURSUITS** — Only the following FIVE types of tasks are allowed, per this Agreement, to count as WORK pursuits:
   - Financial Work (bookkeeping, taxes, etc...).
   - Client Work (should be billable or to meet client commitments, including all work for Innovative HVAC, regardless of billing status).
   - Training & Practice at CAD/REVIT/DRAFTING/MODELING/RENDERING/GRAPHICS.
   - Maintenance Work at the Duplex (NOT on our home at Sunnyside).
   - Approved "Vacations".

   Per this Agreement, the time allocation per TASK is flexible and up to the HUSBAND'S discretion, provided that the total hourly WORK commitment is satisfied.

7. **PERSONAL PURSUITS** — For the purposes of this Agreement, the following activities are considered PERSONAL in nature, the time from which can NOT be counted toward "Work Pursuits":
   - Work on OUR own websites or blogs (Meticulous Marketing or otherwise).
   - Recovery and marriage work (counseling, groups, personal development, etc...).
   - Home ADMIN time on our personal computers and network.
   - Household maintenance, chores, health care, pet care, exercise, etc...

8. COMMITMENT

HUSBAND agrees to devote 35 hours per week to WORK pursuits. (Breaks, lunches, personal tasks, etc... do not count.) This commitment is to WORK 7 hours per day, five days per week, and will be averaged and must QUALIFY on a MONTHLY basis. "Vacation Days" count as 7 hours worked, but must be pre-approved by both parties, and shall not exceed 10 days per year. (Vacation days can NOT be used to compensate for a short-fall in time.) "Sick days" must be made-up within the calendar month or within two weeks when following a significant end-of-month illness.

9. DEFAULT

In the event that HUSBAND fails to meet the hourly WORK commitment for any single calendar month, the following consequences are herein agreed to and must immediately take place:

- HUSBAND must obtain a part-time JOB (working from home is not allowed in this circumstance), for a minimum of 20 hours per week, and a duration of at least 90 days, before a "second chance" will be EARNED and can be attempted (at the HUSBANDS option). Two "second chances" are guaranteed to HUSBAND provided that these conditions are met; however, this shall NOT extend the January 1st, 2016 EXPIRATION of this Agreement.
- IF HUSBAND fails to meet the monthly WORK commitment AFTER receiving two "second chances", then HUSBAND must CONTINUE part-time employment throughout the remainder of his "training" and/or his professional development. All "WIFE sponsored" training would cease at that point.

10. ADDITIONAL COMMITMENT

HUSBAND further agrees to catch-up all bookkeeping for the family and to bring Federal Income Tax Filings current (through the 2014 tax year) by the expiration of this Agreement, on or before January 1st, 2016. This is considered an IMPORTANT part of HUSBAND'S WORK (family contribution) during this season of re-training.

11. SUPPORT

In addition to being the sole provider of financial provision during this season, WIFE agrees to provide HUSBAND with the following support:

- To provide HUSBAND with 1-2 hours of drafting training per week, covering the topics which WIFE feels are most significant to HUSBANDS success in the profession.
- To view HUSBANDS time management logs DAILY and question any unexpected discrepancies in his commitment. (The goal here is to help encourage HUSBAND to KEEP his commitments, not to "bust him" for breaking them. Please don't nag, just stay in "tune" and lovingly communicate any concerns, while there is still time to take corrective action.)
- During weekly training sessions, openly review time logs with HUSBAND from prior week, communicating whether or not HUSBAND is "on schedule" to succeed that month and if any changes need to be made to maintain his commitments.
- Check sealed envelope on dresser DAILY, to ensure that PC passwords are still protected. IF this is ever NOT the case, mention to HUSBAND EACH DAY until he corrects the situation.
- Check office webcam feed randomly, at least once EACH DAY, and call HUSBAND whenever not visibly working or if feed is ever down. (If working, don't call, keep the suspense alive.)

WIFE'S failure to provide any of the support listed above, other than financial, shall NOT constitute a breach in this Agreement.

12. FRUGALITY

Both HUSBAND and WIFE agree to be frugal with their spending and to conserve wherever reasonably possible, throughout the 2015 year, to help minimize debt accrued by their family during this season.

13. POTENTIAL EXCEPTION

IF for any reason WIFE'S employment is terminated or her financial capacity is otherwise diminished, and HUSBAND or WIFE deem it is necessary for HUSBAND to seek immediate employment to help sustain the family financially, this Agreement shall be "POSTPONED" until such a time as WIFE'S financial capacity is restored. Under that circumstance ALONE, would the term of this Agreement be extended beyond the January 1st, 2016 expiration date. In such an emergency, the extension shall be equivalent to the number of days that HUSBAND expends seeking employment and working.

14. COMPLIANCE

Should HUSBAND fail to meet his hourly WORK commitment, thus defaulting on this Agreement, AND refuse to obtain a part-time job, pursuant to the terms defined herein, then HUSBAND shall FORFEIT his opportunity and right for all "second chances". At that point WIFE shall have the right, and would be advised to contact Psychologist Dr. Pat Carmody for assistance in holding HUSBAND "accountable" to complying with the agreed consequences of defaulting on this Agreement, and to OBTAIN A JOB!

Similarly, provided that HUSBAND meets his hourly WORK commitments, as defined herein, WIFE shall have NO GROUNDS for holding ANY financial expectations or resentment over HUSBAND during the term of this Agreement. HUSBAND shall then be acknowledged as fully "DOING HIS SHARE" for the support of their family during this season. WIFE shall take ownership of her issues or concerns regarding the HUSBAND'S contribution during this time, provided that this Agreement is adhered to by HUSBAND, and it shall be deemed the WIFE'S responsibility to resolve her anxiety and/or distress between herself, Psychologist Dr. Pat Carmody, and God.

Quarterly meetings shall be held between HUSBAND, WIFE, and Psychologist Dr. Pat Carmody, to review our progress and adherence to this Agreement, and as an opportunity to voice any concerns between the parties. The role of the psychologist during these meetings is to help us communicate and resolve our differences, while holding us both ACCOUNTABLE to adhering to the conditions of this Agreement, so that the full benefits of this initiative may be realized by our family.

THIS IS A BINDING LEGAL DOCUMENT.

BY SIGNING BELOW EACH PARTY AGREES TO BE BOUND BY THE CONDITIONS AND COMMITMENTS OF THIS AGREEMENT IN ITS ENTIRETY. NO ONE WAS PRESSURED INTO SIGNING THIS DOCUMENT. RATHER EACH PARTY FOUND THIS AGREEMENT TO BE PERSONALLY BENEFICIAL BOTH NOW AND HOPEFULLY FOR THE YEARS TO COME.

Jeffrey R. Fenton
HUSBAND

HUSBAND SIGNATURE

10/11/2014
DATE SIGNED

Fawn T. Fenton
WIFE

WIFE SIGNATURE

10/11/2014
DATE SIGNED

Payment Receipt

Williamson County - TN - Chancery

Paypal Transaction ID: 818217103S342200K
Date: 10/30/2018 1:57:31 PM
Payer Name: METICULOUS MARKETING LLC Jeffrey R Fenton
Payer Address:

Year	Receipt	CityCode	name	due
Docket No.: 47426	Fee Description: counter claim		Jeffrey R Fenton/Meticulous Mktng	$100.00
			Percentage Fee	$2.57
			Fixed Fee	$0.30
				Total: $102.87

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EXHIBIT #17

Jeff Fenton

From: Fawn Fenton <[redacted]
Sent: Friday, November 9, 2018 10:13 PM
To: Jeff Fenton
Subject: FW: Put divorce on hold for now
Attachments: Fenton - Notice of Non-Suit - 11-5-18.docx; Fenton - Order of Dismissal - 11-5-18.docx

2020 FEB 19 PM 1:13
FILED FOR ENTRY

Hello,
Here is the last correspondence I've had with my attorney. I assume we're waiting for the court to return a stamped copy of these papers back to my attorney.
I'll check in with him next week.

From: Edward Porter <WEdward.Porter@hotmail.com>
Sent: Tuesday, November 6, 2018 4:45 PM
To: Fawn Fenton <[redacted]
Subject: RE: Put divorce on hold for now

Fawn,
I have attached the word documents. I currently don't have a paper copy in hand.
Thanks,
Edward

W. Edward Porter IV
Attorney at Law
222 Second Avenue North
Suite 210
Nashville, TN 37201
(615) 250-8000 – Office
(615) 242-5918 – Fax

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From: Fawn Fenton <[redacted]
Sent: Tuesday, November 6, 2018 2:38 PM
To: Edward Porter <WEdward.Porter@hotmail.com>
Subject: RE: Put divorce on hold for now

Thanks Edward... can you send me a PDF copy of the request you sent in?

Thanks again,
Fawn Fenton

From: Edward Porter <WEdward.Porter@hotmail.com>
Sent: Monday, November 05, 2018 1:25 PM
To: Fawn Fenton <fawn.tiffany@outlook.com>
Subject: RE: Put divorce on hold for now

Fawn,
I have sent it in. It should be entered and signed this week. Jeff did file a counter and he will have to do the same thing. Once I receive a copy of the Order I will send one to you.
Thanks,
Edward

W. Edward Porter IV
Attorney at Law
222 Second Avenue North
Suite 210
Nashville, TN 37201
(615) 250-8000 – Office
(615) 242-5918 – Fax

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From: Fawn Fenton <[redacted]
Sent: Friday, November 2, 2018 1:29 PM
To: Edward Porter <WEdward.Porter@hotmail.com>
Subject: RE: Put divorce on hold for now

Thanks Edward – can you tell me approximately what the time-frame of this is?
How long till you send in the notice of non-suit; how long before the court then issues a dismissal order; will you or I get a copy of the dismissal order?

Best,
Fawn Fenton

From: Edward Porter <WEdward.Porter@hotmail.com>
Sent: Thursday, November 01, 2018 5:48 PM
To: Fawn Fenton <[redacted]
Subject: RE: Put divorce on hold for now

I will send yours in and I will send a copy to him that he can mimic. No need for your signature.
Thanks,
Edward

W. Edward Porter IV
Attorney at Law

222 Second Avenue North
Suite 210
Nashville, TN 37201
(615) 250-8000 – Office
(615) 242-5918 – Fax

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From: Fawn Fenton <[redacted]
Sent: Wednesday, October 31, 2018 12:34 PM
To: Edward Porter <WEdward.Porter@hotmail.com>
Subject: RE: Put divorce on hold for now

Hi Edward,
Yes, if you could please send in a notice of nonsuit... do I have to sign that?

Jeff does not have an attorney – is there a form he can fill out and file to voluntarily dismiss the case also?
Thank you,
Fawn Fenton

From: Edward Porter <WEdward.Porter@hotmail.com>
Sent: Tuesday, October 30, 2018 4:08 PM
To: Fawn Fenton <[redacted]
Subject: RE: Put divorce on hold for now

Fawn,
I apologize, as soon as I sent the email yesterday I left for court in Gallatin and took for granted that your email would be a simple thanks. To answer your question, I can send in a notice of non-suit but if he has filed a counter-complaint he will have to file that as well. Please let me know how I need to proceed.
Thanks,
Edward

W. Edward Porter IV
Attorney at Law
222 Second Avenue North
Suite 210
Nashville, TN 37201
(615) 250-8000 – Office
(615) 242-5918 – Fax

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persons or entities other than the intended recipient is prohibited. If you receive this communication in error, please notify the sender upon receipt and destroy the materials contained in this message.

From: Fawn Fenton <[redacted]
Sent: Monday, October 29, 2018 12:24 PM
To: Edward Porter <WEdward.Porter@hotmail.com>
Subject: RE: Put divorce on hold for now

Edward,
Thanks very much for the reply.... however, Jeff says he consulted with an attorney this morning who advised him that we must withdraw the complaint in order for Jeff to be satisfied.
Is that something you can do today?
If not today, then Jeff will file his answer to the complaint tomorrow, to prevent the possibility of a default motion. Then after tomorrow, we would both have to withdraw our case. (I guess something like, we would file a motion to dismiss, and Jeff would file to dismiss his counterclaim?)
Let me know...
Thanks again.
Fawn Fenton

From: Edward Porter <WEdward.Porter@hotmail.com>
Sent: Monday, October 29, 2018 11:56 AM
To: Fawn Fenton <[redacted]
Subject: RE: Put divorce on hold for now

Fawn,
I am glad to hear this news and I hope that this plan of action works for you and your husband. Per your request I will put this file away, take no action on it and await word from you as to how you wish that I proceed. Please feel free to reach me at any time but until further notice I will not be actively working on your divorce.
Thanks,
Edward

W. Edward Porter IV
Attorney at Law
222 Second Avenue North
Suite 210
Nashville, TN 37201
(615) 250-8000 – Office
(615) 242-5918 – Fax

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From: Fawn Fenton <[redacted]
Sent: Monday, October 29, 2018 9:56 AM

To: Edward Porter <WEdward.Porter@hotmail.com>
Subject: Put divorce on hold for now

Edward,
I am at the Williamson County courthouse now, and I just talked to the court clerks... they said that nothing with the case will move forward as long as you don't file anything. So let's not file any motions for awhile... no motion for default, or any others. I left you a voicemail earlier, that Jeff is now agreeing to sell the house, and move out voluntarily, so that we will have no joint assets, and can then change the divorce to be an "uncontested" divorce in the future.

The timeline we've agreed to is (plus or minus a few weeks): get the majority of our personal property moved out of the house by the end of January; have house listed for sale around first of February; hopefully accept an offer by April (latest May), close by June; split the proceeds 50/50, and pay down our respective credit card debts as much as possible; and then re-file the divorce in maybe July 2019.

Jeff finally realized that by going forward with a trial, he is likely hurting himself more than me, and he says he's accepted the reality that selling the house will help us both the most. Plus he is very hung up on wanting an "uncontested" divorce rather than a contested divorce. So I am going to trust him to stick to this plan for now, since it's far and away better than me continuing to pile costs on my credit cards.

I will try to call you again a little later.
Thanks,
Fawn Fenton

Sent from Samsung Galaxy smartphone.

"VERBAL SETTLEMENT AGREEMENT"

Jeff Fenton

From: Fawn Fenton <[redacted]
Sent: Saturday, October 27, 2018 5:31 PM
To: Jeff Fenton
Subject: Your texts re: settling

EXHIBIT #18
2021 FEB 19 PM 1:13

FILED FOR ENTRY_____

I am reading your texts coming in now that you've been writing today.
Overall I think I am agreeable to this, but I want to try to make sure we're on the same page.

The basic idea is that I withdraw the complaint, so there is no divorce action pending, and we let things sit until after we've sold the house and divided money and stuff on our own. Then we can easily file an uncontested divorce and probably wouldn't even have to go to court. Right? I agree, the less the court has to get into our finances and personal business, the better.

This would all be informal between us, right? No long-ass legaleze contracts between us? I would MUCH prefer that. I have no desire to "screw you over" in any way, I do not want either of us to go through any more pain than necessary at this point. (FYI, I am putting numbers on these points below just to organize events in my brain; I am not trying to make this look like a contract or something.)

1.) So I would withdraw the divorce complaint on Monday, and verify with the court clerk that that stops or lifts the temporary restraining order, so we can move/sell stuff at will after that. (Or, I will find out if there are any other actions I need to take to put the divorce on hold in order for us to have the freedom to do whatever we want with the "marital stuff".)
2.) At that point, we would take some time to sell and store some of our stuff, right? Can we say the goal would be to have our activities done so that the house could be listed in 2 or 3 months maximum? This is the time-frame which worries me, since you always need way more time than a regular person to do things. I would be worried that you would ask for another month... and then another month.... And I wouldn't want it to drag out, because my expenses are increasing for as long as this continues, and plus we want to list it by spring. Can we say we'd have our "stuff" situated such that the house could be listed by the end of January or 1st of February? (And if you want to uninstall the security system and take it with you, I'm fine with that.)
3.) Then we would meet at Judy's and you would sign a quit-claim, and your reason is because you do not want to have to be involved in the sale of the house, right? So you could just turn your back on it and not have to watch, and I will deal with all of the sale activities? We might want to instead keep you on the deed, but you sign a POA so that I can do all of the sale transactions without you. I am thinking that would allow Judy's office to write each of us a check directly to split the proceeds of the sale (at the end). Otherwise, if I was the only person listed as an "owner" of the house, then all of the proceeds would go into my name, and it might be more difficult to give you half. We don't want it to be looked at by the IRS as a "gift" or some other taxable event. If we are (were) both owners, and we each take some of the proceeds, then none of that would be taxable.
4.) So when our stuff is satisfactorily stored or moved (just for putting the house up for sale)... I would get the fish tank cleaned up and out of there to storage, and I would get my stuff out to the greatest extent possible. And then the real estate agent could list it for sale... And you would take off to Michigan. So maybe we could have it put on the market by early February?
5.) That seems good because then it would be listed for sale during the spring, and hopefully we would get a good offer by April or May, and close in May or June at the latest. (While it's on the market, we could finish getting the rest of our stuff out of there also.) The proceeds could go into an account held by Judy's office, and then we could split it 50/50, and Judy's office could write us each individual checks. (Maybe we should ask Judy... I wonder if you should "gift" your ownership of the house to your mom or something.... So that your mom and I are officially on the deed as the joint owners of the house.... Then Judy could write the final checks directly to me and your mom, and that way there would be no record of you ever having received money out of the sale of the house, so that if you proceed with your BK, that doesn't come into question....?)

6.) Between now and when we each get our half of the proceeds from the house, I would just give you $500 per month ($250 out of first paycheck and $250 out of 2nd paycheck, ok?)
7.) Then after everything from the sale is done and we have no more joint anything, hypothetically in June or so, we would just fill out the standard forms for an uncontested divorce, and turn those in to the court, no lawyers involved.
8.) I would then agree to give you $1,750 per month for 6 years in alimony, roughly June 2019 through June 2025. The divorce should record as final a month or two later.
9.) Oh, and I would still ask Ken to keep you on our health insurance through the end of 2019.

Does that all sound like an accurate summary of what you would be agreeable to?
I am good with this plan, if you are.
Thank you for reconsidering everything.

EXHIBIT #19

Jeff Fenton

From: (615) [redacted] <16158371301.1615333737[redacted]km4F34MBb9@txt.voice.google.com>
Sent: Monday, October 22, 2018 12:56 AM
To: 837.1301@gmail.com
Subject: New text message from (615) [redacted]

2020 FEB 19 PM 1:13

FILED FOR ENTRY

Voice

I wish you could be healed. I never thought this would get so bad. You're a good person trapped inside your unhealthy mind. I've cried and screamed and prayed, but to no avail. Please take good care of Tweetie.

YOUR ACCOUNT HELP CENTER HELP FORUM

To edit your email preferences for text messages, go to the email notification settings in your account.

Google

Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

Jeff Fenton

From: (615) [redacted] <16158371301.1615333737[redacted]km4F34MBb9@txt.voice.google.com>
Sent: Monday, October 22, 2018 1:12 AM
To: 837.1301@gmail.com
Subject: New text message from (615) [redacted]

Voice

I am so sad. It's like you've developed cancer and I've helplessly watched you die over the years. The person you once were is gone now.

YOUR ACCOUNT HELP CENTER HELP FORUM

To edit your email preferences for text messages, go to the email notification settings in your account.

Google

Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

Jeff Fenton

From: (615) [redacted] <16158371301.161533373[redacted].km4F34MBb9@txt.voice.google.com>
Sent: Monday, October 22, 2018 1:42 AM
To: 837.1301@gmail.com
Subject: New text message from (615) 33[redacted]

Voice

I'm so terribly sad for you, for both of us. The illness has taken everything.

YOUR ACCOUNT HELP CENTER HELP FORUM

To edit your email preferences for text messages, go to the email notification settings in your account.

Google

Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

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Jeff Fenton

From: (615) [redacted] <16158371301.1615333737[redacted]km4F34MBb9@txt.voice.google.com>
Sent: Monday, October 22, 2018 1:47 AM
To: 837.1301@gmail.com
Subject: New text message from (615) [redacted]

Voice

No, I'm exhausted. To say I never tried is more proof of how blind you are. To say I am bullying you is ridiculous, and again is more oproof of your blindness. So very sad.

YOUR ACCOUNT HELP CENTER HELP FORUM

To edit your email preferences for text messages, go to the email notification settings in your account.

Google

Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

EXHIBIT #20

Fawn Fenton
(615) [redacted] • mobile

I'm watching the video with you holding the umbrella on the front porch. I love you and miss you Tootie!

Oct 11, 2018

2020 FEB 19 PM 1:13
FILED FOR ENTRY



Want to go to the zoo with me tomorrow? You could show me the new stuff.

NOT even the ZOO?

Oct 12, 2018

I sorry.

Fawn Fenton (mobile) • Oct 13, 2018

Dang! You must really not trust yourself!

We had a LOT of GOOD times, you know!?!?!

Oct 13, 2018

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

Oct 14, 2018

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

Fawn Fenton (mobile) • Oct 14, 2018

662

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

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

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

Oct 14, 2018

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

Fawn Fenton (mobile) · Oct 14, 2018

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

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

Oct 14, 2018

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

Fawn Fenton (mobile) · Oct 14, 2018

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

Oct 14, 2018

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

Fawn Fenton (mobile) · Oct 14, 2018

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

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

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

Now i can help drop off & swap.

Up to you.

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Oct 14, 2018

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



Fawn Fento [redacted] 14, 2019

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

I swear when i don't put diapwr on her once per week, she acts like I,m fixing to cook her in soup.

So for the sake of speed: queen sheets, ete med check, and slave drive. Thank you! On our way!

Terry Huff did file a claim with BCBST, for out of network benefits, probably will be between $200-$500, so please let me know when you get it, because counseling is getting to be really hard for me to pay for. Thanks!

Thanks for trusting me to come visit your sanctuary. I promise not to ever lurk, drop by unannounced, stalk, etc... this shall remain your safe place!

Do you want that top wood cabinet that goes over top of the aquarium we put it in a crawl space but I'm going to be taking a lot of junk to the trash eventually do you want me to trash that we never used it or do you want me to keep it just in case and you're going to take it into storage someday let me know thanks

I skipped right past saying HI to Cute-Cute! Poor Baby Bunny!

Did you ever pay your attorney more money, or still just the original retainer?

I'm wondering, since we are both agreeable to selling the house now, why we are paying attorneys to fight? It just seems like a waste of money!

All that is left to decide on is rehabilitative training and alimony. We know the range there. Surely we could work that out ourselves, before i am forced to retain a layer this week, to answer your complaint. What are your thoughts?

There's really not much left to fight over!

I will need some TIME to downsize and transition either way, but from what I understand, the court is perfectly understanding about that.

As for me getting a job, i will once the bulk of this is over, but right now I'm staring at rhe most daungting task of MY LIFE! Fighting in court will only make that take longer!

What are your thoughts?

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Not in the mood for me to drop it off tonight?

Case 1:23-cv-01097-PLM-RSK ECF No. 1-26, PageID.1326 Filed 10/13/23 Page 66 of 109

Oct 14, 2018

I sorry, I was busy cooking dinner, and then other pet chores, didn't look at phone for awhile. Thank you for copying data for me... please let me look at your emails again tomorrow, I'm just too tired now. Having bad aches and pains this evening, can't really think well.

Fawn Fenton (mobile) · Oct 14, 2018

Ok...kiwi vet appt tomorrow morning. Pray it is a cheap one! No surgical feather removals. Night night.

Kiwi got a good report! She' getting better not there yet. A little fungus, so got some med. Put on a little weight. Doc says we're on the right path.

Do you have any apple cider vinegar

Oct 15, 2018

Nope

Fawn Fenton (mobile) · Oct 15, 2018

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EXHIBIT #21

Alias

STATE OF TENNESSEE
SUMMONS

FILED 9/28/18 9:46
ENTERED
BOOK _____ PAGE _____
ELAINE B. BEELER, Clerk & Master

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

FAWN T. FENTON
Plaintiff

Plaintiff

vs.

JEFFREY R. FENTON
Defendant

Defendant

Defendant

CIVIL ACTION NO. 47426

Service By:
- ☐ Sheriff
- ☒ Attorney
- ☐ Sec. Of State
- ☐ Comm. Of Insurance

To the above named Defendant:

You are hereby summoned and required to serve upon W. EDWARD PORTER II **plaintiff's attorney, whose address is** 222 SECOND AVE. N. SUITE 210 NASHVILLE TN 37201 **, an answer to the complaint which is herewith served upon you within thirty (30) days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.**

Witnessed and issued, Elaine B. Beeler, Clerk and Master for said Court at office this 28 **day of** September **, 20**18**.**

Jacqueline Edwards DC
Clerk & Master

NOTICE:

To the defendant(s): Tennessee law provides a ten thousand dollar ($10,000.00) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the terms you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer. Mail list, including docket number, to: Clerk and Master, P.O. Box 1565, Franklin, TN 37065.

DEFT./WITNESS COPY

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RETURN ON PERSONAL SERVICE OF SUMMONS

I hereby certify and return that I served this summons together with the complaint as follows:

Check one: (1) or (2) are for the return of an authorized officer or attorney; an attorney's return must be sworn to; (3) is for the witness who will acknowledge service and requires the witness's signature.

- ☐ 1. I certify that on the date indicated below I served a copy of this summons on the witness stated above by _____
- ☐ 2. I failed to serve a copy of this summons on the witness because _____
- ☐ 3. I acknowledge being served with this summons on the date indicated below:

DATE OF SERVICE: _____

SIGNATURE OF WITNESS, OFFICER OR ATTORNEY: _____
ADDRESS OF PROCESS SERVER (TRCP 4.01) _____
Signature of Notary Public or Deputy Clerk: _____

Commission Expires: _____

RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify and return that on the _____ day of _____, 20_____, I sent, postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in case no. _____ to the defendant _____, on the _____ day of _____, 20_____. I received the return receipt, which had been signed by _____ on the _____ day of _____, 20_____. The return receipt is attached to this original summons to be filed by the Chancery Court Clerk and Master.

_____ _____
Signature Address (TRCP 4.01)

Sworn to and subscribed before me on this __ day of _____ 20____.

_____ Commission Expires: _____
Signature of Notary Public or Deputy Clerk

CERTIFICATION (IF APPLICABLE)

I hereby certify this to be a true and correct copy of the original summons issued in this case.

Jacqueline Edwards DC
CLERK & MASTER

SEAL
THE CHANCERY COURT OF WILLIAMSON CO. TN

_____

For ADA assistance, please call ADA coordinator: 615-790-5428

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IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2018 JUN 29 PM 12:04

FAWN [redacted] FENTON,
Plaintiff,

FILED FOR ENTRY

vs.

Docket: 47426

JEFFREY RYAN FENTON,
Defendant,

COMPLAINT FOR DIVORCE

1. Plaintiff, FAWN [redacted] FENTON, (hereinafter called "Wife") is married to Defendant, JEFFREY RYAN FENTON, (hereinafter called "Husband"). The following is the statistical information pertaining to said parties required by Tenn. Code Ann. § 36-4-106:

WIFE:

a. Full Name and race: Fawn [redacted] Fenton, Mixed Race, Caucasian and Asian
b. Full Maiden Name: Fawn [redacted] [redacted]
c. Current Address: 1986 Sunny Side Drive, Brentwood, TN 37027
d. Length at that address: 7 years
e. Length in State of Tennessee: 18 years
f. Date and Place of Birth: 1-22-73, Las Vegas, NV
g. Previous Marriages: 1
h. Education level: BS
i. Member of Armed Services: No
j. Place and Address of Employment: Adkisson & Associates, Architects, Inc., 3322 West End Avenue, Suite 103, Nashville, TN 37203.

HUSBAND:

k. Full Name and race: Jeffrey Ryan Fenton, Race Caucasian
l. Current Address: 1986 Sunny Side Drive, Brentwood, TN 37027
m. Length at that address: 7 years
n. Length in Tennessee: 24 years
o. Date and Place of Birth: 10-8-69, Washington State
p. Previous Marriages: 2
q. Education level: GED
r. Member of Armed Services: No

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s. Place and Address of Employment: Unemployed.

t. Date and Place of Marriage: 10-16-05, Nashville, TN
u. Date of Separation: 4-22-18
v. Residence of both Parties at time of Separation: 1986 Sunny Side Drive, Brentwood, TN 37027.
w. Minor children born of this marriage: None
x. Are there any Orders of Protection between these parties? No
y. Is there any other litigation between these parties? No

VENUE AND JURISDICTION

Plaintiff has resided in Tennessee for more than 6 months. Defendant lives in Williamson County, Tennessee. The parties separated in Williamson County, TN. As such proper Venue and Jurisdiction lies in Williamson County, Tennessee.

AVERMENTS

2. Plaintiff has been a bona fide resident of Tennessee for more than six (6) months.

3. Grounds for divorce relied upon by the Plaintiff:

T.C.A. 36-4-101 a (14) irreconcilable differences. There is no hope in this matter of reconciliation. Husband is guilty of inappropriate marital conduct, T.C.A. 36-4-101 a (11).

4. The parties own real property.

5. The parties have accumulated marital debt.

6. The parties own personal property, vehicles, and numerous pets.

7. The Defendant is unemployed and refuses to work to help support the marital estate. The Defendant claims his "job" is to keep the home books and make home improvements, but he actually does very little day to day and is completely inefficient and wasteful with time and marital resources.

8. The Defendant is verbally and emotionally abusive to the Plaintiff. He yells loudly and

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intimidates the Plaintiff to get her to do what he wants, escalating conflicts and prolonging arguments until the Plaintiff gives in to his demands. When not directly using verbal assaults, the Defendant daily criticizes and belittles the Plaintiff with hurtful teasing, mocking, and "joking".

9. The Defendant has become reclusive and isolated, refusing to leave the home and participate productively in society. He demands that the Plaintiff spend more and more time at home with him, and the Defendant voices angry complaints, insults, and threatens "consequences" when the Plaintiff pursues her own activities and socialization outside the home.

10. The Defendant has threatened to damage marital property, in order to force the Plaintiff to comply with his commands. He has verbally threatened to kick in her car door, to take a sledgehammer to the house windows, to burn down the house, and the like.

11. The Defendant has been diagnosed with ADHD and Generalized Anxiety Disorder and does not naturally keep a 24-hour circadian rhythm. These common conditions are controlled by medication, for which he sees medical professionals on a regular basis. Regardless, The Defendant is able-bodied, skilled, and very capable of working, he just refuses to work outside the home.

12. Defendant is extremely controlling and desires to dictate many facets of Plaintiff's life, including when and how she spends money, where she is "allowed" to go when she leaves the house, who she is "allowed" to talk to and what she talks about, and all details of how the home is kept. He does not allow the Plaintiff to have any information that he doesn't have access to; he keeps records of all of her account passwords and login credentials, and he keeps copies of all of her credit cards and bank accounts for his own use.

13. Defendant has a Jekyll and Hyde personality and will fly into a rage when the Plaintiff does not behave as he wishes. Defendant regularly uses verbal abuse to try to manipulate

Plaintiff, threatening to destroy valued personal property or threatening to ruin her financially by running up her credit cards, and similar psychological attacks with angry shouting.

14. Defendant fights with Plaintiff almost daily over petty issues and minor decisions, notwithstanding the fact that he is indecisive and changes his mind often, and it is difficult for him to make simple day to day decisions without wasting a tremendous amount of time vacillating, researching, and starting arguments.

15. The Defendant has stalked the Plaintiff by secretly accessing her personal email accounts (both home and work) and the Plaintiff's cell phone during the middle of the night while Plaintiff was sleeping, and has deleted many emails and texts to Defendant, from him, or mentioning him, without Plaintiff's knowledge or permission, attempting to hide other evidence supporting the Plaintiff's above statements and fears concerning the Defendant's character.

16. Plaintiff has a fear for her safety around Defendant. At the time of the filing of this complaint Plaintiff will show that Defendant has threatened, among other things recently, the writings via text that are attached to this Complaint for Divorce as Exhibit 'A', which were captured before he invaded the Plaintiff's privacy and deleted off her phone.

Are these threats of physical harm? or financial harm? Both? Plaintiff is not sure but believes at this point Defendant is capable of anything and seems to think he has nothing to lose.

The afore-mentioned litany is all proof of Defendant's Inappropriate Marital Conduct, and the Plaintiff looks forward to presenting documentation of all this, plus more, in this court in this action.

17. No rational person would threaten and speak to his spouse in the manner demonstrated by the Defendant's texts. Plaintiff fears Defendant, both physically and emotionally as well as the financial harm he seems looking to do to the parties' martial estate. The ongoing and frequent

confrontation and fear has generally made her life with him unbearable.

WHEREFORE, PLAINTIFF PRAYS:

1. That Plaintiff be awarded a Final Decree of Absolute Divorce on the grounds of Irreconcilable Differences or Inappropriate Marital Conduct;

2. For the Court to approve the Marital Dissolution Agreement, should the parties agree to enter into one.

3. For all right, title, and interest in the personal property already in the Husband's possession to be divested out of the Wife and vested in the Husband as his separate property;

4. For all right, title, and interest in the personal property already in the Wife's possession to be divested out of the Husband and vested in the Wife as her separate property;

5. For the court to task costs, if necessary and award Wife her reasonable costs of prosecuting this matter, including a reasonable attorney's fees.

6. That the Plaintiff be awarded such general relief to which the Plaintiff may prove entitled including, but not limited to, those items prayed for above;

7. That the Defendant be served with this suit and be required to answer as prescribed by law;

8. For the court to make an equitable distribution of the marital assets in this cause and deem non-marital property and assets separate.

9. That this court grant either an ex parte or non-ex parte restraining order, or Order of Protection, to protect the Plaintiff, their property, and their marital estate.

Respectfully Submitted,

W. Edward Porter IV, 033893
Attorney for Plaintiff/Wife
222 Second Avenue North, Suite 210
Nashville, TN 37201
615-250-8000 - phone
615-242-5918 – fax
Wedward.porter@hotmail.com

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STATE OF TENNESSEE)
COUNTY OF Davidson)

I, FAWN TIFFANY FENTON, being first duly sworn according to law, makes oath that I have read the foregoing Complaint for Divorce, knows the contents thereof, and that the same is true and correct to the best of my knowledge, information, and belief; that this Complaint is made for the causes mentioned therein; and that I am justly entitled to the relief therein sought.

Davidson County Aaron Raney State of Tennessee Notary Public

x Fawn Tiffany Fenton
FAWN TIFFANY FENTON

Sworn to and subscribed before me this 13th day of March, 2018.
Witness my hand and official seal.

Fawn R
Notary Public

My Commission Expires: 9/7/20

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IN THE CHANCERY COURT OF WILLIAMSON COUNTY, TENNESSEE

WILLIAMSON COUNTY CLERK & MASTER
2018 JUN 29 PM 12: 15

Fawn Tiffany Fenton)
)
vs.)
)
Jeffrey Ryan Fenton)

FILED FOR ENTRY 06/29/18

NO. 47126

TEMPORARY RESTRAINING ORDER

Pursuant to T.C.A. § 36-4-106 (d), it is hereby ORDERED as follows:

1. Each party is hereby restrained and enjoined from transferring, assigning, borrowing against, concealing or in any way dissipating or disposing of any marital property without permission of the Court or by consent order.
2. Expenditures from current income to maintain the marital standard of living, usual and ordinary costs of operating a business, and reasonable costs of this cause are not restricted by this injunction. Each party shall maintain records of all such expenditures and provide copies to the other party upon request.
3. Each party is restrained and enjoined from voluntarily canceling, modifying, terminating, assigning or allowing to lapse for non-payment of premiums any insurance policy of a party or in which a party or child of the parties has an interest without permission of the Court or by consent order.
4. Each party is restrained and enjoined from harassing, threatening, assaulting or abusing the other party and from making disparaging remarks about the other party to or in the presence of any children of the parties or to an employer of a party.
5. Each party is restrained and enjoined from hiding, destroying or spoiling, in whole or in part, any evidence electronically stored or on computer hard drives or other memory storage devices
6. Each party is restrained and enjoined from relocating any children of the parties outside the State of Tennessee or for more than 50 miles from the marital residence without permission of the Court or by consent order, except in the case of a removal based upon a well-founded fear of physical abuse against either the fleeing parent or the child. In such latter case, upon the request of the non-relocating parent, the Court will conduct an expedited hearing to determine the reasonableness of the relocation and to make such other orders as appropriate.

Nothing herein shall preclude the Court from revising, modifying or expanding the terms of this order pursuant to T.R.C.P. 65.07.

Entered this 29th day of June, 20 18.

Chancellor

Clerk's Certificate of Service

I hereby certify that a true and exact copy of the foregoing Order has been mailed or delivered to all parties and/or counsel of record.

This the 29th day of June, 20 18.

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Clerk and Master

EXHIBIT #22

Jeff Fenton

From: Fawn Fenton <[redacted]>
Sent: Thursday, August 30, 2018 11:43 AM
To: Jeff Fenton
Subject: Your questions on my proposal

2020 FEB 19 PM 1:14
FILED FOR ENTRY

Categories: 4-Email: Important Information

Hello,
Responding to a couple of your texts...
Yes, I had sent the first draft of this to Sandy on Monday. She had some suggestions, and so I made some changes on Tuesday and set the offer to you on Wednesday. Sandy thinks this is a very good offer, feel free to talk to her about it.

I have not figured your future taxes in any way. But based on the calculations below, you only need about $20K in income annually for this to work, and the house mortgage interest writeoff is about $12K, so your tax obligations would be pretty minimal, if you had to pay anything at all.

I did figure the following for your monthly cash-flow:

If Jeff lives at Sunnyside

Monthly Expenses:	
Quarterly Pest Control ($60 qtr.)	$ 20.00
Piedmont Gas	$ 30.00
GeoAlarm & Monitronics	$ 17.00
NES Electric	$ 280.00
Comcast	$ 50.00
HVUD - Sunnyside Water	$ 24.00
Waste Industries ($69 quarterly)	$ 23.00
(Allot for Annual Expenses below)	$ 79.00
Total SunnySide Other Bills	**$ 523.00**

Jeff Annual Expenses:	Yearly:	Monthly:
Tweetie annual exam	$ 200.00	$ 16.67
Amazon Prime	$ 120.00	$ 10.00
Termite Contract	$ 195.00	$ 16.25
Buick LeSabre Tag Registration	$ 125.00	$ 10.42
Tax Return Professional	$ 300.00	$ 25.00
	$ 940.00	$ 78.33

Jeff Other Living Expenses

Food - Groceries	$ 550.00
Personal Care (Haircuts)	$ 35.00
Toiletries	$ 30.00
Pet Food/Supplies	$ 20.00

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Home Maintenance Misc.	$	50.00
Counseling with Terry Huff	$	200.00
Automobile Gas	$	90.00
Car Insurance	$	150.00
Jeff Other Living Expenses	$	1,125.00

Jeff pays these:

Sunnyside Expenses	$	523.00
Jeff Living Exenses	$	1,125.00
Jeff Needs Monthly:	$	1,648.00
Rent large bedroom	$	800.00
Rent corner bedroom	$	600.00
	$	1,400.00
need income from somewhere:	$	248.00

EXHIBIT #23

Jeff Fenton

From:	Fawn Fenton <[redacted]
Sent:	Thursday, August 23, 2018 3:06 PM
To:	Jeff Fenton
Cc:	Sandy Arons
Subject:	RE: Financial Considerations to Keep in Mind

2020 FEB 19 PM 1:14

FILED FOR ENTRY

Fuck no, you are going to have to buy me out.

From: Jeff Fenton [redacted]
Sent: Thursday, August 23, 2018 2:02 PM
To: Fawn Fenton <[redacted]
Cc: Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: Re: Financial Considerations to Keep in Mind

Nice that you made that choice for me too!

So are you willing to surrender your equity in this house to me, so that I can try to keep our home, so that all isn't lost?

Jeff Fenton
METICULOUS.tech

Sent by my iPhone

EXHIBIT 24

Jeff Fenton

From: Sandy Arons <sandyarons@getasmartdivorce.com>
Sent: Friday, July 27, 2018 11:06 AM
To: Jeff Fenton
Subject: RE: Alimony

2020 FEB 19 PM 1:14

FILED FOR ENTRY

Categories: 4-Email: Important Information

Yes, I told Fawn the range for alimony is about 22.5% of her gross income.

Sandy

Sandy Arons, MBA
Certified Divorce Financial Analyst
Certified Financial Divorce Specialist
Accredited Financial Counselor & Mediator
750 Old Hickory Blvd.
Building Two, Suite 150
Brentwood, TN 37027
Tel: 615-376-8204 Fax: 615-376-8121
email: sandyarons@getasmartdivorce.com
website: www.getasmartdivorce.com

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]
Sent: Friday, July 27, 2018 9:57 AM
To: Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: Alimony

Hello Sandy,

Have you told Fawn yet how much alimony is going to be? The general ballpark?

Has she swallowed that pill yet?

I want to talk to her about some options with the house, but I need to understand if she knows this yet.

Thanks!

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

TECHNICAL CONSULTING, SERVICES, AND SOLUTIONS,
WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!

SUBMIT OR RESPOND TO A SUPPORT TICKET HERE.

A DIVISION OF METICULOUS MARKETING LLC

Jeff Fenton

From: Jeff Fenton
Sent: Wednesday, August 8, 2018 5:24 PM
To: Sandy Arons
Cc: Fawn Fenton; Fawn Fenton ([redacted]
Subject: RE: Marital Dissolution Agreement

Please hold-up Sandy. Fawn is saying that she can not afford the $2k per month in alimony, only $1,600 per month instead, which I simply can not live on, without sleeping under bridges.

We need to figure out how Fawn can afford this, or I will need to revert back to trying to figure out how I can afford the property.

We should be updating you shortly.

Thanks!

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

TECHNICAL CONSULTING, SERVICES, AND SOLUTIONS,
WHEN IT'S WORTH DOING **RIGHT** THE FIRST TIME!

SUBMIT OR RESPOND TO A SUPPORT TICKET HERE.

A DIVISION OF METICULOUS MARKETING LLC

From: Sandy Arons <sandyarons@getasmartdivorce.com>
Sent: Wednesday, August 08, 2018 5:16 PM
To: Jeff Fenton [redacted]
Cc: Fawn Fenton <fawn.fenton@live.com>; Fawn Fenton ([redacted] <[redacted]
Subject: RE: Marital Dissolution Agreement

I will outline the settlement in a document called a Memorandum of Understanding. It is not a fill in the blank process. Then, Fawn's attorney will draft the Marital Dissolution Agreement.

Sandy

Sandy Arons, MBA
Certified Divorce Financial Analyst
Certified Financial Divorce Specialist
Accredited Financial Counselor & Mediator
750 Old Hickory Blvd.
Building Two, Suite 150
Brentwood, TN 37027
Tel: 615-376-8204 Fax: 615-376-8121
email: sandyarons@getasmartdivorce.com

679

Jeff Fenton

From: Fawn Fenton <[redacted]
Sent: Saturday, August 4, 2018 1:24 PM
To: Jeff Fenton
Subject: RE: OUR HOME

Hello,
I am not theoretically opposed to you keeping the house, but I don't know how financially we could make that happen. Maybe there is a way we can make a deal like, I keep paying the current mortgage payment and 2nd mortgage payment for the next 6 years or so instead of giving you alimony payments. The financing would have to stay as it is in my name until you can rebuild your credit. When you can re-build your credit and have a job and all, then you could re-fi the house into your own name and cash me out my equity. That plan would suck for the credit card debt, though, as I was counting on the house equity (after sale of the house) to pay off both of our credit card debts. What are your thoughts.

From: Jeff Fenton [redacted]
Sent: Friday, August 3, 2018 5:36 PM
To: Fawn Fenton <fawn.fenton@live.com>; Fawn Fenton ([redacted] <fawn.[redacted]outlook.com>
Subject: OUR HOME

Hello,

Since you don't want to keep our home, how do you feel about me keeping it?

I can't see HOW I could POSSIBLY move back into an apartment with all my STUFF in the crawl space! That is the MAJORITY of the "valuables" that I own! And I already threw away a TON when I moved from the Duplex to Sunny Side.

Please share your thoughts, so we can work together towards a solution, rather than just wasting money on legal fees.

Thanks.

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

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website: www.getasmartdivorce.com

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]
Sent: Wednesday, August 8, 2018 2:45 PM
To: Sandy Arons <sandyarons@getasmartdivorce.com>
Cc: Fawn Fenton <[redacted] Fawn Fenton ([redacted] <[redacted]
Subject: Marital Dissolution Agreement

Hello Sandy!

Do we get the Marital Dissolution Agreement from you or Fawn's attorney?

If from you, is it a blank form that we fill out, if so please send it, or do we need to wait for some computations that you are working on?

Please advise.

Thanks!

Jeff Fenton
METICULOUS.tech

Sent by my iPhone

EXHIBIT #25

Jeff Fenton

From: Fawn Fenton <[redacted]
Sent: Wednesday, May 2, 2018 5:20 PM
To: Jeff Fenton
Subject: Budget
Attachments: Fawn-Jeff Budget Apart 2018.pdf

2020 FEB 19 PM 1:14
FILED FOR ENTRY

Hello,
Attached is the "budget" that I believe is realistic for the upcoming year.
With my salary as the only support, I actually come up short about $110 per month.
And this is without any other little things for either of us, at all. In real life, we each probably spend $100 to $200 per month on little discretionary extras here and there.

In the short term, I should be able to pay for everything listed on this sheet, except that the BofA Rewards card and the Capital One card will not have their balances paid in full like we usually do. I will have to see how things go over the next 2-3 months... if your expenses all go on the BofA rewards card, then the amount due for that card will go up, and the Capital One card (which I will continue to use) the amount due should go down. So maybe I can figure out how to pay in full one of those each month to avoid interest charges, but the other one will start to accumulate a balance with interest. So in a few weeks, I might see if I can find a new card with lower interest, for one of us to use. For example, if we want to get rid of the BofA Rewards card, then I could balance-transfer that one to a new lower interest card; and then I could pay off the Capital One every month, but only pay what I can afford on the new card, which will have a gradually increasing balance.

So, if you can contribute financially even a little, I would really appreciate it. I am not trying to "require" you to contribute, but just letting you know where I stand without you paying for anything (credit card debt will gradually increase over time.)
Let me know what you think.
Thanks,
Fawn

Fawn and Jeff Budget for Living Apart in 2018:

Sunnyside bills		Typ Monthly	
1st-6th	Sunnyside Mortgage	$	1,850.00
26th-28th	Bancorp South (2nd Morg. SS)	$	210.00
1st-4th	Piedmont Gas	$	30.00
28th - 2nd	GeoAlarm & Monitronics	$	17.00
4th - 5th	Progressive Car Insurance (both)	$	135.00
23rd	NES Electric (varies)	$	241.00
20th - 23rd	Comcast	$	50.00
23rd	HVUD - Sunnyside Water	$	24.00
23-24th	AT&T Wireless	$	127.00
27th	Waste Industries ($69 quarterly)	$	23.00
	Total SunnySide Bills	$	2,707.00
	Sunnyside Bills n.i.c. mortgages	*$*	*647.00*

Other Fixed Sunnyside Expenses			
30th	Walden's Puddle	$	50.00
16th	Compassion International	$	38.00
18th	Netflix	$	16.00
	Pest Control (SS - $60/qtr)	$	20.00
	Other fixed expenses	$	124.00

Sunnyside (Jeff) Variable expenses		
Automobile Gas	$	40.00
Pharmacy Scrips	$	30.00
Food - Groceries	$	180.00
Food - Take-Out	$	300.00
Electronics/Software	$	20.00
Personal Care (Haircuts)	$	25.00
Postage-Delivery	$	5.00
Toiletries	$	30.00
Pet Food	$	20.00
Pet Supplies	$	10.00
Home Maintenance Misc.	$	20.00
estimate SS/Jeff variable expenses	$	680.00
Budgeted SS/Jeff Costs:	$	3,511.00

Unpredictable Expenses:
Pet Veterinary
Doctor/Medical
Clothing

Annual Expenses:	Yearly:	Monthly:
Sarah Nexguard	$ 240.00	$ 20.00
Sarah Hartgard	$ 100.00	$ 8.33
Sarah Annual Shots	$ 200.00	$ 16.67
Amazon Prime	$ 120.00	$ 10.00
Termite Contract	$ 195.00	$ 16.25
Buick LeSabre Tag Registration	$ 125.00	$ 10.42
Prius Tag Registration	$ 76.00	$ 6.33
	$ 1,056.00	$ 88.00

,pay for with bonus? or save each month?

Fawn's Apartment bills		Typ Monthly		
1st	Rent + Utilities	$	1,170.00	
	Comcast/Internet	$	40.00	
	NES Electric	$	150.00	
	Total apartment bills	$	1,360.00	annual: $ 16,320.00

Other Fixed Fawn Expenses				
28th	Toyota Car Loan Payment	$	300.00	
19th	Books on Tape	$	34.00	
	Laundry	$	15.00	
	Counseling for Fawn (2x/mo)	$	240.00	$ 2,880.00
	Counseling for Jeff	$	-	$ -
	Counseling Together (?)	$	-	$ -
				$ 2,880.00
	Other fixed expenses	$	589.00	

Credit Card Payments:		
Ascend FCU	$	50.00
BofA Platinum Card	$	200.00
(CapOne and BofA-Rew. Paid full)		
Credit card payments	$	250.00

Misc. Fawn Variable Expenses		
Misc Travel (Parking, Tolls)	$	5.00
Automobile Gas	$	45.00
Pharmacy Scrips	$	20.00
Food - Groceries	$	250.00
Food - Take-Out	$	150.00
Toiletries	$	40.00
Pet Food	$	20.00
Pet Supplies	$	20.00
Home Maintenance Misc.	$	10.00
estimate Fawn variable expenses	$	560.00
Budgeted Fawn/Apt Costs:	$	2,759.00
Anticipated Total costs for both:	$	6,270.00
Fawn's Net Salary	$	6,160.00
Net monthly (deficit):	$	(110.00)
Deficit over a year:	$	(1,320.00)

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EXHIBIT #26

FRBP Violated: #3:19-bk-02693

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

JRF.002.1695.00

TNJudicial.org/ca/jrf002.pdf

Williamson County Chancery Court Tennessee (Trial Court Records)

DOC: 002 | Page 695 of 719

OPERATIONS REPORT

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

8. NATURE OF INCIDENT	DOMESTIC-VERBAL - Event #1804060888			
9. LOCATION OF INCIDENT	1986 Sunnyside Drive, Brentwood, TN 37027	LOCATION CODE 01	REPORTING ZONE 1	DISPATCH ZONE/SECTION 1
		PATROL ZONE/GRID 1	OTHER ZONE/BEAT	
10. VICTIM / COMPLAINANT / ACCUSED / VEHICLE	Fenton, Fawn [redacted] - 1986 Sunnyside Drive, Brentwood, TN 37027			

11. ACTION TAKEN

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

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

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

685

FRBP Violated: #3:19-bk-02693

TNJudicial.org/c/a/jrf002.pdf

Others Involved

Seq. #	Person Type:	Involvement:	Name:	
1	Other	Husband of Complainant	Fenton, Jeffery R	
	Home Address: 1986 Sunnyside Drive, Brentwood, TN 37027			Home Phone Number:

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

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

Williamson County Chancery Court Tennessee (Trial Court Records)

JRF.002.1696.00

DOC: 002 | Page 696 of 719

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EXHIBIT #27

3/13/18, 5:42 PM to Fawn Fenton

2020 FEB 19 PM 1:14

FILED FOR Hello.

3/13/18, 5:42 PM from Fawn Fenton

Hello.

3/13/18, 5:51 PM from Fawn Fenton

Sad day today.
I want divorce.
Met with lawyer to fill out papers.
Are you going to let me come home?
Will you damage property?
I sorry.

3/13/18, 5:52 PM to Fawn Fenton

I would like for you to write on paper, everything that you expect for me to do, over the next 90 days, with specific realistic benchmarks, and then sign it.

That way it will end the emotional cyclone, whereby no matter what I do, it is never good enough for you.

Or what happens often, and is even worse, you charge me with a massive task in lieu of "working", then a very short while later you breathe hatred towards me, because I'm not "working" a "regular job".

You flip and flop back and forth, between telling me that you'd be pissed if I got a job this year, because so many other things like the finances, you claim are more important.

Then a day or two later, before I can get much traction, you do a complete 180 and curse me for not "working", and you and your family treat me like a "leach".

I need a very clear list of your expectations of me, along with a reasonable amount of time to complete them in, with your signed commitment that is "my share" for those 90 days. Please!

After which, maybe we'll try the same for another 90 days.

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3/13/18, 5:54 PM to Fawn Fenton

Sad day for me too, I filed the deed and registered my car in my name again.

3/13/18, 5:55 PM to Fawn Fenton

I'm never going to hurt you. That's the craziest thing that I've ever heard!

3/13/18, 5:58 PM from Fawn Fenton

That's good, ty.
If I come home are you going to yell at me all evening?

3/13/18, 5:58 PM to Fawn Fenton

I just hope you didn't try to file for an "at fault" divorce, using lies and exaggerating threats, because then I'll have no choice but to tell the truth about everything.

The truth is the only context in which my side of the story makes any sense. No matter how much I want to protect you from the consequences of what you have clearly chosen to do... repeatedly... "buying the lie".

3/13/18, 5:59 PM to Fawn Fenton

That breaks my heart!

3/13/18, 6:02 PM to Fawn Fenton

I guess we know what you spent your Christmas bonus on...

3/13/18, 6:03 PM to Fawn Fenton

No, I won't yell.

3/13/18, 6:03 PM from Fawn Fenton

You and I both tell the truth. This is not about "believing the lie". It's because I can't live with the conflict any more.

3/13/18, 6:04 PM from Fawn Fenton

No I did not spend Christmas bonus on anything.

3/13/18, 6:04 PM from Fawn Fenton

My heart is broken too.

3/13/18, 6:05 PM to Fawn Fenton

It's about money Fawn... I hope you applied for a no fault divorce, instead of trying to blame me.

3/13/18, 6:07 PM from Fawn Fenton

No it's not.
That's why this is un-resolvable.... you've made up your mind what the "truth" is, and you'll never believe me. You can't see.

3/13/18, 6:08 PM to Fawn Fenton

If you were trying to apply for an order of protection and kick me out of my own house than that it is completely unfair I hope that's not what you're doing

3/13/18, 6:11 PM to Fawn Fenton

If you want a divorce, then you will get one. I'm no longer interested in reconciling with you, now that I truly understand how deeply your heart has betrayed me.

689

3/13/18, 6:11 PM from Fawn Fenton

Not yet. No clear physical threats.
I am afraid of you, though, the yelling and verbal assaults affect me terribly.

3/13/18, 6:13 PM from Fawn Fenton

I f'd up and left my pod plugged in last night, and you found it and deleted a bunch of stuff. You read through my other docs?

3/13/18, 6:14 PM to Fawn Fenton

You have no reason to ever be afraid of me. All that I've tried to do is to protect you and help you reach the desires of your heart.

Any frustration I experienced, was because I had no idea, that you made your mind up months ago! And had already told others that you were divorcing me, while still lying to me, telling me that if I did xyz... we still had a chance.

3/13/18, 6:14 PM to Fawn Fenton

More than anything I feel completely betrayed.

3/13/18, 6:15 PM to Fawn Fenton

Not betrayed angry, just betrayed heart broken, that you've been so two-faced with me. That I was the last one to find out.

3/13/18, 6:17 PM to Fawn Fenton

You told me that you only went to one lawyer for one free consultation, when you schemed behind my back, to hit me as hard as you could, at my lowest possible point.

3/13/18, 6:17 PM to Fawn Fenton

It's like I don't even know you anymore.

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3/13/18, 6:18 PM from Fawn Fenton

Yes, I'm so sorry, I did betray you. I have not made up my mind for months, though... I made up my mind on Feb 13, after we got in the fight over my car damage, and I saw how you absolutely would not tolerate me yelling back at you. After that (and the next day) I felt there is no hope, yelling is the only tool you have.

3/13/18, 6:21 PM to Fawn Fenton

That's so unfair! You intentionally, cognitively, chose to push me to my very edge, like some sort of intellectual experiment, then use the results to rationalize betraying me. I don't know who you are, except to look at your family.

You're certainly not the person that I fell in love with, or someone who has even shown me love in a long, long time.

3/13/18, 6:21 PM from Fawn Fenton

I was never planning to "hit you as hard as I could". I originally thought we could come to an agreement for a divorce. But after the car incident, you came completely unglued... texts... emails.... I got genuinely scared of you. I wanted only to keep the peace, because I felt like I didn't know you any more (either) and I didn't know what you were capable of.

3/13/18, 6:23 PM to Fawn Fenton

I need to drive by cool springs, got emissions control test, went to register of deeds, went to county clerk, looking into opening a safe deposit box, I took your key last night and I no longer want you accessing my PO Box, ever please.

3/13/18, 6:24 PM from Fawn Fenton

I didn't "intentionally cognitively push you to the edge". I honestly didn't know how you would react... i hoped it would make you take a step back to see how damaging and fruitless yelling is.

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3/13/18, 6:24 PM to Fawn Fenton

Now I need some money to hire an attorney... we were SO close... this is going to cost us both SO much....

3/13/18, 6:27 PM from Fawn Fenton

I know, may cost me everything. But I've decided it's worth it to get away from constantly having conflict at home. I cannot live this way.

3/13/18, 6:27 PM to Fawn Fenton

Fawn, be honest you cognitively chose to physically escalate confrontations with me for a few months, because you had some crazy idea that would make me back down, when you KNOW that is the exact opposite of how I react to physical threats, getting in my face shouting, pointing, etc... it was all a big science experiment for you.

3/13/18, 6:28 PM to Fawn Fenton

I've told you a hundred times that my heart will do ANYTHING for you, but that you'll never BEAT anything out of me! That's not how I'm wired.

3/13/18, 6:29 PM from Fawn Fenton

No, see, I am being honest but you don't believe me. You've decided what the "truth" is, and nothing I say can convince you otherwise.

3/13/18, 6:30 PM from Fawn Fenton

I am always the deceitful liar, and you know the "truth". The End.

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3/13/18, 6:31 PM to Fawn Fenton

I'm merely repeating what you told me, almost verbatim... about your science experiment of escalating conflict to see if I would back down.

I believe in the end, you're telling the truth about conflict being what you hate the most, but we were so close to so much of this stress being gone, and how you've made it 100 times worse...

3/13/18, 6:32 PM to Fawn Fenton

I wish you knew how to dream and speak life to yourself.

3/13/18, 6:32 PM from Fawn Fenton

It's all my fault.

3/13/18, 6:32 PM to Fawn Fenton

That's the one thing that I could never do for you.

3/13/18, 6:34 PM to Fawn Fenton

It's not all your fault, but how this ended, is certainly based upon choices that you made, which I had no part in or say about. I never would have chosen to discard you and our family!

3/13/18, 6:34 PM to Fawn Fenton

I'm pulled over on the side of the road... I need to drive before a cop comes.

3/13/18, 6:35 PM from Fawn Fenton

Ok. I want to come home too.

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3/13/18, 6:36 PM to Fawn Fenton

Please figure out how you can transfer some cash to me, for your car, do I can hire a good attorney.

Now all out money will go to attorneys... when we were so close.

But you've clearly decided... months ago. I just was the sucker who never saw it coming.

3/13/18, 6:37 PM to Fawn Fenton

Are you serving me papers tonight? Or who will, when?

3/13/18, 6:37 PM from Fawn Fenton

I didn't decide months ago.

3/13/18, 6:37 PM to Fawn Fenton

Right before the scariest health procedure that I've done in years, tomorrow morning.

3/13/18, 6:38 PM from Fawn Fenton

I don't know exactly. .. Friday would be earliest; maybe next week. Waiting for lawyer to get back to me.

3/13/18, 6:41 PM to Fawn Fenton

I believe that you decided a long time ago... but that's my opinion. I need to drive. See you at home. I don't want to argue, do please don't try to rationalize or make me see your side, or understand why our lives will never be the same. Maybe it is worth it to you, and I hope so, but you broke my heart in ways that words can't even explain. It will never be worth it to me! (Because of losing you and my family, not any of the stuff.)

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3/13/18, 6:42 PM to Fawn Fenton

So are you blaming me in the papers, or simply seeking a fair no fault divorce?

3/13/18, 6:43 PM to Fawn Fenton

Please put yourself in my shoes, and ask how you would survive this, if you were me.

3/13/18, 6:48 PM from Fawn Fenton

I know, I'm so sorry. I've tried to put up with the conflict for years, because I knew how devastated you would be if we broke up, and I didn't want to do that to you. But I just can't keep going, it's killing me inside.

3/13/18, 6:49 PM from Fawn Fenton

"Irreconcilable Differences."

3/13/18, 6:54 PM to Fawn Fenton

Conflict is always a choice. You can never have conflict without at least two people trying to dominate each other with their opinions.

Without two people committed to changing each other's minds, more than they are committed to the other PERSON.

You know a divorce isn't God's will for us, or the reason that he brought us together.

You want to keep all the good and throw away all the bad, when EVERYONE is a mixture of both good and bad.

That's what you could never accept. That your feelings aren't always accurate. That you are an emotional roller-coaster, especially since menopause began five years ago. You are relationally unable to commit to any path of progress, to believe there is ANY hope, to visualize and walk toward the light.

That breaks my heart! Since there isn't a dang thing that I can do about that!

695

3/13/18, 6:56 PM to Fawn Fenton

You refused to even TRY counseling... Instead you will throw away everything that we've built, just to go be lonely and hopeless again. How is that better? How is never rolling over to find me in the night, or never hearing my voice again, going to help you be happier?

3/13/18, 7:01 PM to Fawn Fenton

Gotta continue home... so sad! I can't believe that you would ever be afraid that I would hurt you, just because I don't want to be forced out of OUR dream!

I won't ever physically hurt you. I sure hope you're not trying to assassinate my character to help you win points or money in a divorce. Own your 50% of this problem, or at the very least try to seek professional help, or we can together, before throwing our marriage away!

3/13/18, 7:02 PM to Fawn Fenton

But I think it has more to do with your trip to Africa, and how that embarrasses you in front of your family, more than any dumb incident with your car.

3/13/18, 7:04 PM to Fawn Fenton

So how do I get a lawyer? I'm not going to go beg my mom for her last dimes.

3/13/18, 7:04 PM to Fawn Fenton

Kick a man while he is down...

3/13/18, 7:05 PM from Fawn Fenton

You keep guessing and assuming various reasons for my decision, and you don't believe what I say.

3/13/18, 7:05 PM to Fawn Fenton

You were all I ever wanted.

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3/13/18, 7:07 PM to Fawn Fenton

You haven't told ME anything that comes close to justifying such an extreme, emotionally violent, family and life destroying event, such as a divorce.

3/13/18, 7:09 PM to Fawn Fenton

We certainly won't have "less conflict", unless you just prefer us crying every night and accepting that there is no hope, over just finishing what we started, so we could make it to the other side.

3/13/18, 7:09 PM from Fawn Fenton

It's the arguing. I can't take anymore. If that's not enough "justification" for you, well, you invent whatever other reasons you think.

3/13/18, 7:10 PM to Fawn Fenton

I don't know HOW you can rationalize that it is even possible for our lives to remain so conflict driven, if the greatest source of conflict was completely cured. That's not even rational to me.

3/13/18, 7:12 PM to Fawn Fenton

Then don't argue! What are you afraid of if you simply quit emotionally fighting me? Can it be worse?

3/13/18, 7:17 PM from Fawn Fenton

I have to try to stand up for myself, otherwise everything is your way. You think you know best, and you smother me.

3/13/18, 7:26 PM to Fawn Fenton

Every significant thing that I've ever bought or done was for YOU.

3/13/18, 7:26 PM to Fawn Fenton

That is a childhood wound from your mom, not me.

3/13/18, 7:28 PM to Fawn Fenton

This "sticking-up" for yourself, if that's what you call it, is what Kriss did, I guess.

3/13/18, 7:32 PM to Fawn Fenton

You completely consumed everything that I had, everything that I had to give, now you're discarding me.

3/13/18, 7:33 PM to Fawn Fenton

And somehow you call it "standing-up" for yourself.

3/13/18, 7:35 PM to Fawn Fenton

Just got home, puppy is lonely. Come home. I'm done discussing it for tonight. Can you please sleep in another bedroom? I can clean out the bigger one with my old bed, if you want. I don't expect to be taking that with me.

3/13/18, 7:35 PM to Fawn Fenton

So which attorney did you settle on?

3/13/18, 7:36 PM from Fawn Fenton

Ok.

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3/13/18, 7:39 PM to Fawn Fenton

I hope you didn't assassinate my character, and make any dumb statements about one of my rants, which you know are just that. Wanting to say anything that will stir your heart, but completely unable to reach it.

3/13/18, 7:42 PM to Fawn Fenton

If you tried to portray a "one-off" fit as your daily reality, that would be so damaging, unnecessary, and untrue. Then you've started a massive brawl rather than seeking less conflict and more peace.

Please tell me that you didn't force me into that corner, to need to defend myself?

3/13/18, 7:43 PM to Fawn Fenton

Even in divorce, I will give you far more than you'll ever be entitled to take from me!

3/13/18, 7:44 PM to Fawn Fenton

It breaks my heart though!

3/13/18, 7:46 PM to Fawn Fenton

The misrepresentation, the carnage, the purposeless character assassination.

Please let's both agree not to go that route!

3/13/18, 7:46 PM to Fawn Fenton

That only furthers Satan's desire to destroy us both!

3/13/18, 7:48 PM to Fawn Fenton

What happens if you back any creature in the world into a corner, while charging at them? Even our cute little opposums.

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3/13/18, 7:49 PM to Fawn Fenton

We can get divorced, You can buy me out of the house. We can try to workout something fair between us, just let's try to part as friends.

3/13/18, 7:51 PM from Fawn Fenton

Really? You'd cooperate?

3/13/18, 7:52 PM to Fawn Fenton

Everyone in your family thought that I did the right thing with your job, except you hated ME for it. That's when this began to evolve into something worse.

3/13/18, 7:52 PM from Fawn Fenton

I would want to stay your friend, there is so much I really do love about you, but I can't live with you any more.

3/13/18, 7:53 PM to Fawn Fenton

I'll work with you if you don't attack me. Otherwise you leave me little choice except to lay my life down for you, and I've already done that once... It hurts!

3/13/18, 7:55 PM to Fawn Fenton

That's so nuts! I don't know if I could "stay" your friend, but at least I'd like to part that way.

3/13/18, 7:56 PM to Fawn Fenton

I really hope they find a big brain tumor tomorrow!

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3/13/18, 7:56 PM to Fawn Fenton

I'd rather just die right here at home than need to figure out what is next.

3/13/18, 7:57 PM to Fawn Fenton

I don't want to leave.

3/13/18, 7:58 PM to Fawn Fenton

I don't have anywhere else to go.

3/13/18, 7:58 PM to Fawn Fenton

I gambled everything on this.

3/13/18, 7:58 PM from Fawn Fenton

I thought you would hate me for this, and you would make me as miserable as possible to get back at me.

3/13/18, 7:59 PM to Fawn Fenton

Your family won!

3/13/18, 7:59 PM to Fawn Fenton

You obviously don't even know who I am.

3/13/18, 8:00 PM to Fawn Fenton

My grandmas painting, my grandpas pool table,

701

3/13/18, 8:00 PM from Fawn Fenton

You forced me to choose. So yes, my family won.

3/13/18, 8:00 PM to Fawn Fenton

I'm never going to take them with me.

3/13/18, 8:01 PM to Fawn Fenton

I didn't force you. You were supposed to be my wife! They've had their chance at mates!

3/13/18, 8:02 PM to Fawn Fenton

Now we get to be just as miserable!

3/13/18, 8:02 PM to Fawn Fenton

You wouldn't have chosen them over me in the beginning.

3/13/18, 8:02 PM to Fawn Fenton

You wouldn't have!

3/13/18, 8:03 PM to Fawn Fenton

You probably would have agreed with me.

3/13/18, 8:04 PM from Fawn Fenton

That was 13 years ago. A lot has changed.

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3/13/18, 8:04 PM to Fawn Fenton

I'm not going to tell anyone about this. Not my mom, not anyone. So please don't tell anyone I'm forced to see, like our neighbors, until I am gone forever.

3/13/18, 8:05 PM to Fawn Fenton

Once I figure out where to go and how to support myself again.

3/13/18, 8:06 PM to Fawn Fenton

You weren't supposed to leave me and cleave to your family. That is the opposite of what the Bible teaches.

3/13/18, 8:06 PM to Fawn Fenton

It was time to leave them and cleave to me.

3/13/18, 8:08 PM to Fawn Fenton

If you put anything hurtful or damaging in the divorce papers, please have that part taken out, before I am served, and we can skip the whole destroying each other part.

3/13/18, 8:08 PM from Fawn Fenton

I really really tried to cleave to you, but the conflict has always been toxic to me.
I can't take any more.

3/13/18, 8:09 PM to Fawn Fenton

Just make it unreconcilable differences, and we can try to figure out terms. It will never help me give you more to have some asshole lawyer trying to beat it out of me. Then it's just a sport, and you mean a lot more to me than that.

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3/13/18, 8:10 PM to Fawn Fenton

We were on the hardest fucking year! When you need to cleave the most, not the least!

3/13/18, 8:11 PM to Fawn Fenton

You haven't really tried to cleave to me for a long, long time.

3/13/18, 8:12 PM to Fawn Fenton

You would buy food, cook something, or try to do something that you thought that you ought to do, You have served me often, but I can't remember the last time that you cleaved to me.

3/13/18, 8:12 PM from Fawn Fenton

Ok i will call lawyer tomorrow and tell him I want to revise the petition, if you will try to work with me.

3/13/18, 8:13 PM to Fawn Fenton

Ok... no mean shit! We don't need to destroy each other more than we already have and are.

3/13/18, 8:15 PM to Fawn Fenton

Now try to figure out how I can have a life again, and I won't even hire an attorney, if you can be fair.

3/13/18, 8:17 PM to Fawn Fenton

But I never want to hear from your attorney, negotiate with him, or talk to him. I never want to need to tell him, or anyone else my story. I'll only negotiate peacefully with you.

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3/13/18, 8:19 PM to Fawn Fenton

If someone comes at me hard, I have nothing left that I care about, to lose. It's conflict for sport then, and still I'll never physically harm you or our pets... that was such bullshit!

3/13/18, 8:19 PM from Fawn Fenton

Ok. Thank you. I was truly afraid you would be blinded by rage and hurt, (understandably so).

3/13/18, 8:20 PM to Fawn Fenton

I'm the gentle est person that you've ever known with pets. I couldn't believe you would say such hurtful things about me!

3/13/18, 8:21 PM to Fawn Fenton

I am hurt... my family and my life just ended... but that never causes me to want to hurt the ones I love. I don't understand why nobody gets that.

3/13/18, 8:23 PM from Fawn Fenton

I didn't say anything, you said everything yourself. I never ever thought you might hurt me, until now; after the texts and emails, I thought you might be capable of anything.

3/13/18, 8:28 PM to Fawn Fenton

If you sue me for a divorce, than I must get an attorney, and regardless of what outlandish claims you make, and the shit I'm forced to resort to in order to even somewhat fairly defend myself, we all know that in the end you are going to HAVE to pay both our legal fees, because I don't have any money.

Surely it's not going to be to your benefit for me to be forced to justify why I have no job, credit, or money to the courts. So don't put me in that position!

You think up what is a FAIR offer all on your own (without dickhead attorney), then you present it yourself to me, and we discuss the pros and cons for us each.

When we have agreement (hopefully in a few weeks), then we'll go to same attorney together, even if different one, and do cheap "no fault" divorce.

3/13/18, 8:29 PM to Fawn Fenton

Fighting in courts takes MONTHS and the only ones it benefits are the attorneys.

3/13/18, 8:30 PM to Fawn Fenton

I don't want to spend the last of our time together that way.

3/13/18, 8:30 PM to Fawn Fenton

Just try to figure out what happens to me...

3/13/18, 8:32 PM to Fawn Fenton

I can't chat anymore... crying too hard, can't breathe, need to see pets while I can, and phone battery about dead. Thanks

3/13/18, 8:33 PM from Fawn Fenton

Ok. I actually had been trying to think of a reasonable offer for you at first (before the texts) so it won't take me long to do that now.

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3/13/18, 8:34 PM to Fawn Fenton

Just fire your attorney, have him return the rest of your retainer, and we'll get cheap $700 divorce, once we figure out how to fairly split stuff, without publicly airing dirty laundry and destroying each other. Please.

3/13/18, 8:34 PM from Fawn Fenton

Ok. Me crying too.

3/13/18, 8:35 PM to Fawn Fenton

We'll get an "us" attorney, just like this used to be an "us" house, and an "us" family

3/13/18, 8:39 PM from Fawn Fenton

My attorney can do it. Initial retainer is non-refundable. (Two attorneys actually, partners.)

3/13/18, 8:39 PM to Fawn Fenton

I bet Ken is excited! And your mom!

3/13/18, 8:41 PM to Fawn Fenton

I don't want to speak to attorneys, go to court, or have anything damaging said about either of us.

3/13/18, 8:42 PM from Fawn Fenton

I was so convinced you were going to try to destroy me, I was too afraid to ask you for an agreement.

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3/13/18, 8:42 PM to Fawn Fenton

You and me work it out, then I don't care who writes it up, but they must change roles to be a "facilitator", rather than being your "agent", while I have no legal representation.

3/13/18, 8:43 PM to Fawn Fenton

You don't even know who I am, sadly.

3/13/18, 8:47 PM to Fawn Fenton

Only reason I deleted tax docs off your drive today, is because they were unencrypted... openly exposed... removed from our home encryption server and left out in the open.

I left everything else which appeared to be your calculations, summaries, drafts, divorce work, etc...

Not trying to remove damaging stuff, as obviously your brother has helped you, along with his email he setup for you.

I feel betrayed by him too, after what you just told me that he and your dad said about sticking it out last weekend.

3/13/18, 8:49 PM to Fawn Fenton

But more than anything, it all just broke my heart, and showed me how far off my bartomeyer is with where you are at.

3/13/18, 8:51 PM to Fawn Fenton

The exact reasons that I've been freaking out and blocking you out of the server was dead on, but sadly a couple months late. Some of those correspondences date back to January.

3/13/18, 8:51 PM from Fawn Fenton

That's been hard for me for a long time.... you always thought you knew where my heart was, but you didn't, and no matter what I said, you couldn't hear me.

- 708

3/13/18, 8:52 PM to Fawn Fenton

It broke my heart, but I knew I had to file the deed and title before you served me papers, because then you're legally paralyzed.

3/13/18, 8:53 PM from Fawn Fenton

Filing deed and car is fine. Doesn't really change anything.

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Appendix 14-1

IN THE COURT OF APPEALS OF TENNESSEE
MIDDLE DIVISION, AT NASHVILLE

JEFFREY RYAN FENTON,
Appellant/Ex-Husband,
v.
FAWN [redacted] FENTON,
Appellee/Ex-Wife.

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

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

APPELLANT'S MOTION TO ESCALATE THIS CASE TO THE TENNESSEE SUPREME COURT

I NEED HELP!!! I CAN'T DO THIS ON MY OWN, WITH MY DISABILITIES, WITHOUT COUNSEL; BASED UPON THE CORRUPT JUDICIAL POWERS I AM UP AGAINST, WITH JUDGE MICHAEL W. BINKLEY AND VIRGINIA STORY.

THE JUDICIAL CANONS AND THE TENNESSEE CONSTITUTION, SAY NOTHING ABOUT VALUING COURT PROCEDURES OVER THE CITIZENS OF TENNESSEE. QUITE THE OPPOSITE. I CAN'T GET ANYONE TO HELP ME. PLEASE CHECK ALL THE APPELLATE COURT ATTEMPTS I MADE. EVERYTHING FILED BY STORY AND AUSBROOKS WAS FRAUDULENT, RUBBER STAMPED BY JUDGE BINKLEY. I CAN NOT WORK WITH THIS FRAUDULENT "OP" ON ME. MY MOTHER HAS AN IMMUNITY DISORDER. THE COURT ALREADY SEIZED MY $500k BRENTWOOD HOME, FOR FREE, WITHOUT DUE PROCESS. THEY HAD THE POLICE FORCE ME OFF MY PROPERTY. THEY DENIED MY RIGHT, TO TAKE MY PERSONAL PROPERTY. IT WAS INSANELY INHUMANE! NOW I CAN'T EVEN WORK!

I KNOW THAT THIS ISN'T CAUTIOUSLY WORDED, TO BE UNOFFENSIVE, BUT I HAVE FILED A <u>THOUSAND PAGES</u> WITHOUT THE BENEFIT OF A <u>SINGLE WORD</u>. I AM INCLUDING MY ETHICS COMPLAINT AGAINST VIRGINIA LEE STORY, TO BETTER EXPLAIN. I WILL PROVIDE MORE INFO OVERNIGHT. PLEASE HELP!!! I SWEAR, I HAVE DEFINITIVE EVIDENCE, WITH NOT JUST ONE, BUT TWO "SMOKING GUNS" IN THIS CASE!

PLEASE KEEP IN MIND MY ADA REQUEST ON FILE. THIS DOCUMENT IS ONLY IN DRAFT FORM, BECAUSE I DON'T HAVE ENOUGH TIME OR THE ABILITY TO CONCISELY ARTICULATE THE DEPTH AND BREADTH OF FRAUD I HAVE EXPERIENCED.

MS. STORY WOULD SAY ONE THING BEFORE COURT, SOMETHING TOTALLY DIFFERENT IN COURT, AND SOMETHING COMPLETELY OPPOSITE AFTER LEAVING THE COURT. WHILE AS A PRO SE IN THE 21st JUDICIAL DISTRICT, I WAS DENIED THE ABILITY TO PARTICIPATE IN THE PROPOSED/AGREED ORDER PROCESS.

EVEN IF I CAN'T OUT-FIGHT TWO CORRUPT(ABLE) ATTORNEYS AND ONE CORRUPT(ABLE) JUDGE, I SHOULD STILL BE ALLOWED TO SURVIVE AND PROVIDE FOR MYSELF, AFTER THE COURT, UNJUSTLY, TOOK EVERYTHING I OWNED.

THERE ARE BOOKMARKS THROUGHOUT THIS DOCUMENT, WITH CHRONOLOGICAL CONVERSATIONS. SINCE I CAN'T WRITE AN "APPELLANT BRIEF", DUE TO THE ABSURD LEVEL OF FRAUD, MY GOAL HERE IS TO LINE-UP ALL CONVERSATIONS WITH MS. STORY, BOTH INSIDE AND OUTSIDE COURT, TO CLEARLY SHOW HER FOUL-PLAY.

THIS DOCUMENT IS NOT FINISHED, BUT IF YOU LOOK AT THE PORTION FROM THE 8/1/2019 HEARING, TO THE FRAUDULENTLY BASED "DEFAULT" JUDGMENTS, IT IS CLEAR THAT MS. STORY BROKE EVERY SINGLE OATH OF OFFICE AND A SLEW OF FEDERAL LAWS, TO LITERALLY HARM ME AS MUCH AS POSSIBLE.

THIS IS IMMEDIATELY DUE IN COURT, SO I AM FILING THIS WITHOUT FINISHING IT FIRST. IF NOTHING ELSE, PLEASE LISTEN TO THE AUDIO RECORDING FROM 8/29/2019, WHILE FACT CHECKING EVERYTHING THAT VIRGINIA LEE STORY AND CHANCELLOR MICHAEL W. BINKLEY SAID, WITH THE PREVIOUS HEARING AND JUDGMENT ON 8/1/2019.

PLEASE SEE MY APPELLATE RECORD FOR A BETTER EXPLANATION. EMERGENCY JUDGMENT NEEDED TO SET ASIDE, STRIKE, OR OVERTURN & EXPUNGE THE DEFAULT "ORDER OF PROTECTION" AND UNJUSTIFIED 5-YEAR EXTENSION, SO THAT I CAN PASS A BACKGROUND CHECK TO WORK FROM HOME. CRITICALLY NEEDED TO SUPPORT MYSELF, DURING THIS COVID PANDEMIC!

BY ATTORNEY'S AGREEMENT, THE "OP EXPARTE" WAS ALLOWED TO REMAIN IN PLACE, UNTIL THE DIVORCE WAS FINAL. I FORFEITED A HEARING, UNDER THE CONDITION THAT UPON THE FINALIZATION OF OUR DIVORCE, THE HEARING WAS WAIVED AND THE "OP" AS WELL AS THE "OP EXPARTE" WOULD BE IMMEDIATELY DROPPED!

MS. STORY REPEATEDLY SAID, THIS WAS SPECIFICIALLY TO PREVENT HARMING MY EMPLOYMENT RECORD/OPPORTUNITIES, ACKNOWLEDGING THAT I NEED TO OBTAIN EMPLOYMENT A.S.A.P. BECAUSE MY WIFE COULD NO LONGER PROVIDE SUPPORT, AS PREVIOUSLY PERFORMED AND PROMISED. HAVING VOLUNTARY BEEN OUR FAMILY'S PRIMARY BREADWINNER FOR OVER A DECADE, & HAVING PREVIOUSLY PROMISED ALIMONY OF $21,000 PER YEAR FOR A DURATION OF 6-YEARS, AS "TRANSITIONAL ALIMONY".

TO DEPRIVE ME OF MY SHELTER (WITHOUT DUE PROCESS) AND EVERY FORM OF SUPPORT, WHILE SIGNIFICANTLY DAMAGING MY ABILITY TO WORK AND SUPPORT MYSELF; WHEN I HAVE NEVER POSED A PHYSICEAL THREAT, THAT IS CRUEL AND INHUMANE!

COMES NOW the Appellant/Ex-husband, Jeffrey Ryan Fenton, representing myself "Pro Se" in this matter, not being able to afford legal counsel, submitting this objection to the "Appellee's Response to Appellant's Motion to Supplement and Correct the Record", stating as follows:

First, I request any consideration which the Court is able to allow me under Judicial Branch Policy 2.07 for my disabilities (filed with the COA on 7/8/2020 and attached hereto separately, as instructed for confidentiality), as well as due to my poverty and my forced relocation to Michigan, both subsequent to the actions of Ms. Fawn [redacted] Fenton, Attorney Virginia Lee Story, along with the rulings of the Williamson County Chancery Court.

OF IMEDIATE EMERGENCY NEED: the fraudulently obtained OP Exparte', with the craftiness and connections of Ms. Story (while Ms. Fenton's previous attorney said it was neither legally justifiable nor ethical, since I have NEVER THREATENED TO HARM HER (or anyone), no priors, had never been arrested in my life, had zero calls for domestic disturbances, and had not even received a TRAFFIC CITATION during my 25-years as a Tennessee Citizen! Yet, thanks to Ms. Story's coaching, Ms. Fenton's FALSE testimony (which without a trial or motion for default, I was NEVER allowed to DEFEND myself against (which is ILLEGAL for an OP!), while believing this matter SETTLED per our agreement between Attorney's made on 8/1/2019).

Additionally.... Provide AFFIDAVIT about OP.

Regretfully, despite my attempts, I am UNABLE to WRITE a BRIEF without one of two things: either COUNSEL to help me, or ENOUGH UNINTERRUPTED TIME, WHILE MY INTERESTS ARE NOT THREATENED, to try again to write one. Once I get anywhere near a "DEADLINE", my mind becomes a BLUR, where I can't even remember why I am sitting in front of my computer, or what point I was trying to make, or what information I was referencing... with twenty browser windows open, with just as many folders and PDF files simultaneously open, as I research and try to put the pieces together to present to the Court.

For a day or two BEFORE my DEADLINE (since it has such tremendous implications for my life and my future), my mind becomes like standing outdoors in a BLIZZARD. Trust me, I wish that it were not that way. Likewise, once I MISS a DEADLINE, I have no ability to "keep trying" to turn it in "late" simply HOPING that it MIGHT be accepted. I would be constantly DISTRACTED & FIXATED upon watching the

Court's website for a Judgment to be handed down, crushing my attempts once again, while my mind is in a frenzy, unable to focus or concentrate upon a single line I wrote. (So if the Court elects to grant me any extra "grace" or TIME, **please clearly NOTIFY me**, so that I know, understand, and can TRY to take advantage of that, because without that knowledge, in my mind, I'm already defeated, beyond being able to focus, and have quit trying, while researching my next potential action of recourse.

I KNOW beyond a shadow of a DOUBT that both Ms. Story and the Court have done me a TREMENDOUS harm & injustice here! It is my earnest BELIEF that I have provided the COA with MORE than enough EVIDENCE of ERROR, ABUSE, BIAS, DESCRIMINATION, NEPITISM, COLLUSION, and even CORRUPTION by CHANCELLOR MICHAEL W. BINKLEY and ATTORNEY VIRGINIA LEE STORY, to substantiate providing me with COUNSEL as the MINIMUM REASONABLE ACCOMODATION TO AID ME IN THE RESTORATION OF MY PERSON CONSIDERING THE LITTERAL CRIMES WHICH I HAVE SUFFERED (AS PROVEN) AT THE HANDS OF THE COURTS MOVE COURT'S MORE UNWIELDLY, UNRESTRAINED, UNACCOUNTABLE, CONTRAVERSIAL, CONIVING, AND COLLUSIVE OF MEMBERS, WHICH HAS DRAWN NATIONAL SCRUTINY IN THE PAST FROM TOP JUDICIAL ETHICS AUTHORITIES, DECLARING THAT SUCH COLLUSION WAS A RECIPE FOR DISASTER, JUST WAITING TO HAPPEN! While I have IRREFUTABLE PROOF that it HAS HAPPENED, to ME, yet NOBODY in the COURT OF APPEALS wants to take time to INVESTIGATE my CLAIMS or even WEIGH MY TESTIMONY ON RECORD AND THE HUNDREDS OF PIECES OF CLEAR AND CONVINCING EVIDENCE WHICH I HAVE PROVIDED TO THE COURT OF APPEALS!

I believe that Closing my case without TAKING ACTION is a cowardly act of disrepute, collusion, corruption, and/or cover-up making any JUDGE who elects to DO SO, GUILTY at the very least as an ACCESSORY TO THE CRIMES OF JUDGE BINKLEY AND ATTORNEY VIRGINIA LEE STORY!

and corruption, to turn away from the OBVIOUSLY INJURED PARTY without protecting them, assisting them, or providing them ANY RELIEF, is in direct violation of the TENNESSEE CANON OF JUDGES, as well as the CONSTITUTION OF THE STATE OF TENNESSEE!

CANON CONSIDERING THE CRIMES WHICH I HAVE LITTERALLY SUFFERED AT THE HAND'S OF THE COURT'S ELITE TO HELP CURE as a "REASONABLE ACCOMODATION FOR MY DISABILITY" and/or as a "RULE 36: RELIEF; EFFECT OF ERROR." Yet the Tennessee Court of Appeals has refused me ANY assistance other than additional **TIME** (which has now run out). Per my ADA "Request for Modification" form, I expected that I needed:

"Procedural and Technical Flexibility, Additional TIME for Deadlines to Self-Represent by Necessity, Communication Modifications due to COVID-19 and Excessive Mailing Times to Michigan, Judgment Based Upon the LAWS – not just the Technical Codes which I am Knowledgeable about, or able to Research and Cite (ignorance about the law is no excuse for breaking it, hence it shouldn't be for being protected by the law either). Please Judge based upon the SPIRIT of the Law, not just the Technical Manipulation of Words used to Express, Define, and Communicate it."

Regretfully, I have not found any "Procedural and Technical Flexibility" to allow me to Supplement or Correct a SINGLE detail on my Record yet (even though I was denied an opportunity to participate in my own trials by phone as promised, to provide any evidence beyond my "ONE-AND-DONE" filed and ignored by the Court on 8/29/2019, while deceptive DEFAULT JUDGMENTS were levied against me on both counts instead!) I have not been allowed to include the "SMOKING GUN" Audio Recording and Certified TRANSCRIPT OF EVIDENCE provided by Tennessee Licensed Court Reporter Emily L. Sipe, RPR, LCR No. 608, with Harpeth Court Reporters. (Whose services were PROCURED by CHANCELLOR MICHAEL W. BINKLEY HIMSELF!) I cannot understand a legal or ethical reason to exclude the most self-reliant, self-explanatory, and critical piece of certified, licensed, and verifiable EVIDENCE proving THE JUDICIAL CORRUPTION that took place during that trial on 8/29/2019.

Ms. Story and Chancery Court can play games, denying that REAL EVIDENCE from consideration in their files, but the TRUTH is the TRUTH, which can and will NEVER change! While the TRUTH SHOWS unequivocally without me speaking a WORD, that THEIR ACTIONS (Binkley/Story) in that Court Room were ILLEGAL, BULLYING, COERCING, MALICIOUS, DISCRIMINATING, EXCESSIVELY BIAS, and ultimately CORRUPT! Much like Judge Michael W. Binkley's benefactor who once dismissed his CRIMINAL charges and EXPUNGED MICHAEL W. BINKLEY'S CRIMINAL RECORD, while now they have gotten away with not only depriving me of MY PROPERTY, and MY CONSTITUTIONAL RIGHTS, but MY LIFE AS WELL, without anything remotely resembling an "IMPARTIAL TRIBUNAL" or "DUE PROCESS"!

Someday, that AUDIO RECORDING from the 8/29/2019 trial, which I BEGGED YOU (COA JUDGE ASSIGNED TO MY CASE) TO SHARE WITH THREE COA JUSTICES, so that JUST ONE CORRUPT COURT OF APPEALS JUDGE COULD NOT SWEEP IT UNDER THE RUG TO PROTECT ONE OF THEIR FRIENDS, CHANCELLOR MICHAEL W. BINKLEY AND/OR ATTORNEY VIRGINIA LEE STORY, but you scoffed at me and REFUSED!

TO watch someone being MURDERED (litigiously abused beyond benefit to ANYONE, purely for SPORT and DOMINATION), while refusing to offer them the slightest bit of HELP, unless they are able to first WRITE A LEGAL BRIEF and beat one of the Midstate's most influential, skillful, and corrupt attorneys in a JOUST in the middle of the COLLESEAM, seems extremely archaic and inhumane to me! If I could beat her in a JOUST, then I would have had no need for the Court of Appeals! Is there NO JUSTICE for everyone who isn't ABLE to WRITE A LEGAL BRIEF? Because I have a recorded conversation with Attorney JOHN COKE who admits how TECHNICALLY CHALLENGING it is EVEN for a LICENSED ATTORNEY, so how are the REST of US supposed to obtain JUSTICE in the State of Tennessee? Do the RICH just get to do WHATEVER they want, under "color of law", or by financial and litigious BULLYING with the help of their wealthy, connected, powerful, and influential FRIENDS?

IF that is true, then according to the Constitution of the State of Tennessee, we should DISBAND and REBUILD the entire JUDICIARY from the GROUND UP! If you do not SERVE the average TENNESSEE CITIZENS, then you need to quit being EMPLOYEED and PAID by the average TENNESSEE CITIZENS! We do not provide you with SIX-FIGURE INCOMES and PRIVATE BATHROOMS in each of your offices, just so

that you can LOOK DOWN at those of us who make substantially less. Nor to TREAT US ONE BIT DIFFERENTLY THAN YOU WOULD TREAT ANY OF YOUR PEERS!

Your words only CARRY WEIGHT as long as the average CITIZENS of this Great State remain BEHIND YOU, and LIFT YOU UP! While so far in my experience, despite obscenely overwhelming EVIDENCE of harm, abuse, collusion, and even corruption in a trial court which refuses even the simplest measures of transparency and accountability. I have sought out every nook and cranny of Tennessee Legal Resources for the SLIGHTEST BIT OF HELP, to CLEARLY HELP FIX A WRONG, yet I cannot find JUSTICE anywhere around me, and it certainly is not LIFTING ME UP! Rather CRIMES posed as Justice have robbed, raped, and held me DOWN for nearly a YEAR AND A HALF NOW!

But does ANYBODY CARE? Or that still requires a DUAL in the COLLESEAUM before any of the JUDICIAL ELITE can watch the show, and decide upon a VICTOR?

If you saw another JUDGE and ILLREPUTED ATTORNEY like Virginia Lee Story LYNCHING AN UNKNOWN CITIZEN, WITH NO CRIMINAL RECORD, IN THE BACK ALLEY BEHIND THE COURT HOUSE, don't you have a LEGAL and ETHICAL OBLIGATION TO DO SOMETHING ABOUT THAT? Even if the GUY being LYNCHED isn't educated, wealthy, qualified, or able to FILL OUT A LEGAL BRIEF TO ARGUE in the COLLESEAM against Abusive Attorney Virginia Lee Story THAT HE WAS BEING HORRIFICIABLLY ABUSED WITH UNDUE CAUSE?

Where does COMMON SENSE, CARE, IMPARTIAL JUSTICE, and using your FIVE SENSES become more IMPORTANT or a GREATER RESPONSIBILITY than rejecting every motion to supplement and correct the record, and demanding a Legal

Brief? That does not take a JUDGE, a first year CLERK could do EVERYTHING which I have experienced so far from the great Middle Tennessee Court of Appeals!

While I ACTUALLY BET that a FIRST YEAR CLERK, would have taken the TIME and still CARED enough about JUSTICE (before becoming jaded and indebted to the "system") to LISTEN TO THE HORRIFIC AUDIO RECORDING from my trial on 8/29/2019, as I begged you ALL to do, while comparing every word spoken by Judge Binkley and Attorney Story to the previous court Transcripts and Court Order from 8/1/2019, as I told you THAT ALONE WILL PROVIDE ENOUGH EVIDENCE OF FOUL PLAY TO RULE A MISTRIAL ON EVERY COUNT!

I bet the FIRST YEAR CLERK would TAKE ACTION upon the KNOWLEDGE of CRIMES, COLLUSION, and CORRUPTION taking place in Middle Tennessee Courtrooms under the GUISE of JUSTICE, rather than refusing, scoffing, admonishing the abused, and refusing any assistance or relief for the PARTY ILLEGALLY INJURED BY THE COURT ITSELF AND THEIR CRONIES!

So YES, I am EXTREMELY DISAPPOINTED in the LACK of CARE for the PERSON and EVEN a lack of care about JUSTICE being served, and accountability by your peers, and those operating under your command, whom you REFUSE to hold accountable, unless I have the SKILL, EDUCATION, MONEY, ENDURANCE, and TIME to FORCE THE COA TO TAKE ACTION, after defeating my tormentor in the COLLESEAM for your entertainment and leaving you no alternative but to back the last man standing!

That is NOT called "JUSTICE" though! While there IS NO HONOR in it! HONOR takes ACTION BY ITS OWN VOLITION (without demanding anything prior or in return),

to protect those who CAN'T PROTECT THEMSELVES from the PREDATORS in SOCIETY (legal or otherwise)! Whether that be a local Ponzi scheme cheating Citizens out of their hard-earned retirement funds. A dishonest attorney, who knows HOW to leverage the LAW, contrary to the SPIRIT of the Law, to cause HARM rather than to PROTECT the general population. Or a Trial Court Judge in Beautiful FRANKLIN TENNESSEE, who you accidentally SEE setting up his GALLOWS in the back alley before presiding over Court for the first half of his day, with the lynchings scheduled for later in the afternoon.

I'm SORRY, we still NEED that "APPELANT BRIEF" before WE HAVE THE AUTHORITY (incentive, motivation, care) TO TAKE ACTION TO PROMOTE JUSTICE OR PROTECT THE INNOCENT FROM GREATER UNWARRANTED HARM!

RULES AND PROCEDURES, yes, we have them for a REASON! But we also have EXCEPTIONS for them in EVERY CASE, so that JUSTICE WILL NEVER be LOST due to PROCEDURES! The Rules of Appellate Procedure have Rule #2, which I sought relief under, but was denied. The Tennessee State Constitution as well as the CANON of Judges in Tennessee, also BOTH have FRAMEWORK, CODE, LAWS, AND A PATH THAT REGARDLESS OF ANY RULE OR PROCEDURE, THAT NONE IS MORE IMPORTANT THAN JUSTICE AND ANY CAN BE DISCARDED, IGNORED, OR SKIPPED IN ANY SITUATION NECESSARY TO BRING ABOUT JUSTICE AND TO ALLOW A PERSON OF JUDICIAL AUTHORITY TO TAKE ACTION TO RIGHT A WRONG, TO MITIGATE DAMAGES, TO PROVIDE RELIEF TO THE SUFFERING, TO HOLD ACCOUNTABLE THE WILD AND UNTAMED LITIGATORS WHO ARE ABUSING THEIR POWER< THEIR KNOWLEDGE, THEIR RELATIONSHIPS, AND THEIR OFFICES TO HARM INNOCENT PEOPLE! That is a JUDGE whom I will respect and address as "YOUR

HONNOR"! **Please tell me, WHERE can I find him or her?** For I need leave immediately!

If I required no LEGAL INTERVENTION to help me obtain JUSTICE, so that I can merely WORK and FEED MYSELF AGAIN, after Williamson County illegally STOLD EVERYTHING IN MY LIFE FROM ME, with EXCESSIVE and UNJUSTIFIED FORCE, unconscionably argued for by intentionally presenting LIE AFTER LIE, which I fought to CORRECT, but Chancellor Binkley did not even PRETEND to be UNBIASED anymore! He certainly possessed absolutely NO OBJECTABILITY whatsoever, which is a strict violation of the Judicial Canons. He didn't care at all about projecting the image of impropriety and favor as he stood back leaning against his pulpit and allowed MS. STORY to REQUEST/DICTATE EVERY SINGLE WORD OF THE COURT ORDER, VERBATIM, without granting me ANY consideration!

Without even HONORING he PREVIOUS Judgment, or what was said during our previous hearing on 8/1/2019. Without providing ANY ACCOUNTABILITY about the CONSTANT FLOW of deceptive, fraudulent, malicious litigation which flowed from Ms. Story's mouth! While pretending NOT to remember that Ms. Story's own Complaint for Divorce said very clearly that

ALL OUR PROPERTY HAD BEEN DIVIDED....

While the Court of Appeals has now provided COVER for Chancellor Binkley and Attorney Virginia Lee Story, and in doing so, become accomplices to their CRIMES and JUDICIAL CORRUPTION!

had out DUE PROCESS then Chancellor Binkley's Corrupt Rulings would do just fine. To me, there seems to be NOTHING of higher value to the PURPOSE of the Appellate Court than to have **ALL the EVIDENCE necessary to convey a fair, accurate and complete account of what transpired in the trial court** with respect to those issues that are the bases of appeal. (RULE 24(g)) Yet my cries have fallen upon deaf ears.

I will be filing CRIMINAL CORRUPTION charges against Chancellor Michael W. Binkley, Attorney Virginia Lee Story, and possibly Attorney Mary Elizabeth Ausbrooks and Trustee Henry Edward Hildebrand, III for facilitating BANKRUPTCY FRAUD! (Which will also get me OUT of the JUDICIALLY CORRUPT State of Tennessee, to the United States Court of Appeals for the Sixth Circuit, where all indigent Pro-Se litigants are provided with FREE Counsel. That is where I HOPE to FINALLY find my first UNBIASED TRIBUNAL! Where I will seek damages as high as the Court will allow from the State of Tennessee for their DISDAIN for the Constitution of the United States of America, and the Courts being full of Corrupt unaccountable MOBSTERS rather than conscionable public servants! I will likewise seek 6 figure punitive damages by Ms. Story and Ms. Ausbrooks for deceptively conspiring to illegally DEPRIVE ME OF MY PROPERTY, without notice or an opportunity to save or redeem it. For hiding my financial investment in our home and my JOINT OWNERSHIP of that property in every way imaginable, except for whose name was on the MORTGAGES!

For LIEING and saying that OUR HOME (where the totality of my premarital 401k retirement funds, plus the proceeds from my premarital home were invested), where I spent almost a decade performing $200k of CORE IMPROVEMENTS to the property, and IF ANYONE HAD

A GREATER OWNERSHIP INTEREST IN THAT PROPERTY BETWEEN MS. FENTON AND MYSELF, IT WAS ME!

While both Counsel colluded to LIE to both State and Federal Courts about that. While also lying about Ms. Fenton's VOLUNTARY ROLE and COMMITMENT as our family's PRIMARY BREADWINNER, with her MIT education and professional degree as an Architect! Ms. Fenton spent the past decade BUILDING HER CAREER while doing little if ANYTHING to improve our home, while I invested the majority of the past decade of MY LIFE investing my TIME and MONEY into customizing and IMPROVIND OUR FOREVER HOME, where we both promised we would live for the REST OF OUR LIVES!

Now Ms. Fenton only made an investment in herself, which no one can ever deprive her of, but through the CORRUPT actions of Attorney's Story, Attorney Ausbrooks, possibly the negligence of Trustee Henry Edward Hildebrand III, and the Judge who GAVE THEM FREE REIGN to do whatever they wanted, without regard for ANY LAWS, impartiality, fairness, equality, equitability, or DUE PROCESS, Chancellor Michael W. Binkley!

They thrived on abusing me together as if it was a SPORT for them! Ms. Story would put forth a deceptive or misleading AFIDAVIT, taking it a little further than HALFWAY, for the slightest excuse of "plausible deniability", then Chancellor Michael W. Binkley grabbed the ball from Ms. Story and SLAM-DUNKED IT! Taking it from a deceptive and indecent statement and proposition, to a CORRUPT and ILLEGAL

ACTION, with the FULL FORCE OF THE COURT AND THE WILLIAMSON COUNNTY SHERIFS DEPARTMENT BEHIND HIM TO ENFORCE CHANCELLOR BINKLEY'S ILLEGAL ORDERS!

I look forward to the day when they WAKE-UP and realize that they GOT just a bit too GREEDY, while they profited very little off of it, once the sense of power, domination, and the adrenaline rush has long since gone, realizing once HUMILITY comes to visit, that they also LOST THEIR HUMANITY somewhere along the way, as they STOLE the LIFE of this little NOBODY, just for their perverted SPORT... with their legacy's ending very similar to that of Judge Binkley's personal benefactor, Casey Moreland! While the Federal Government comes in and FORCES some transparency, accountability, and equality in Tennessee Courts STATEWIDE. While RESTORING the BALANCE of LADY JUSTICE. The one thing which Tennessee seems literally INCAPABLE OF DOING ON THEIR OWN! There are TOO MANY CORRUPT JUDGES in Tennessee, for any of them to hold another "ACCOUNTABLE"! Tennessee NEEDS FEDERAL HELP to CLEAN HOUSE JUDICIALLY IN THIS STATE! Which is horribly sad, yet HISTORICALLY TRUE!

All that I've wanted is MY FREEDOM, so that I can get a job, provide for myself, not be a burden upon my mother after she has found herself taking me back in to provide me shelter at FIFY years of AGE! Where without my mother's intervention, JUDGE BINKLEY, ATTORNEYS AUSBROOKS AND STORY HAD SIMPLY PLANNED TO TAKE AND SELL ALL OF MY PROPERTY, WHILE GIVING THE PROCEEDS TO MY WIFE TO PAYOFF HER DEBTS (abandoning $90,000 worth of TRULY MARITAL DEBTS IN MY NAME), while FORCING me to become HOMELESS!

EVEN destitute third-word Countries have more HUMANITY and CARE running though their veins than that!

I never had a clue that I was living in a hostile and corrupt state, where my LEGAL RIGHTS (even by that State's definition) were absolutely IMPOTENT in the exercise and administration of JUSTICE in her Courts!

I thought that Tennessee was a RED blood run State for the PEOPLE, who had a heritage of rebellion and FREEDOM! Not where WAR LORDS ran different sections, very similar to those in AFGANISTAN! I'd never even heard of or thought of the word "PLANTATION LAW" until after I spent two 30-minute sessions in Chancellor Michael W. Binkley's Court Room, facing against Attorney Virginia Lee Story.

It took me a WHILE to know anything MORE than that I had been harshly discriminated against, and treated absolutely UNCONSTITUTIONALLY! I still didn't know about the publicly exposed (yet still not corrected) BINKLEY/STORY relationship, or how "proposed orders" versus "agreed orders" worked, or that the Orders were actually drafted by the COUNSEL who WON each hearing, or that the Court kept NO RECORDS of what transpires in each hearing, or that they provide and offer NO AUDIO RECORDINGS of hearings, for transparency and accountability.

In Michigan, you can obtain not only an audio recording, but a VIDEO recording of any Civil hearing for only a few dollars. Burned on a DVD, available after the hearing and archived for any future requests.

I have a gut feeling that would hamper the CASH flowing through the Williamson County Courthouse, not to mention affecting some of the pleasures and privileges of corrupt Justices there. If NOT for CORRUPTION, then WHY intentionally PREVENT TRANSPARENCY AND ACCOUNTABILITY in the WEALTHIEST COURT ROOM in the STATE OF TENNESSEE!

Somebody must pay to keep that Plantation running!

I have a feeling that some of Williamson County's newer residents from the WEST COAST, will be shocked and DEMAND reform when they learn how the PLANTATION is REALLY RUN THERE! It is time for Tennessee to MOVE PAST the days of the BINKLEY'S and the STORY'S, to practice REAL LAW! For the benefit of the majority of the CITIZENS in Tennessee, not just an elitist group of smiling affluent criminals who do most of their business behind closed doors, on the phone, or via email. Making a short "appearance" inside a Court Room each day, AFTER having already DECIDED most cases!

What I have experienced so far, is an absolute ABOMINATION OF THE LAW! The TERRIFYING THOUGHT is that both BINKLEY and STORY do nearly HALF OF THEIR WORK IN CRIMINAL COURTS! While I already KNOW how CORRUPTIBLE they both are! I believe that HONESTLY INVESTIGATING THE EVIDENCE WHICH I'VE PRESENTED IN MY CASE, would not only exonerate me, but possibly cause the Courts to need to re-examine YEARS WORTH OF JUDGMENTS AND CRIMINAL SENTENCES, because I promise you, they could have just as easily have thrown me in prison, just to SILENCE me about THEIR CORRUPTION! That was one of the reasons why I sought SANCTUARY in MICHIGAN, because just as with the individual who exposed Casey

Moreland, they did so anonymously, for FEAR OF THEIR SAFETY, from RETALIATION and criminal HARM!

These are GANGSTERS wearing ROBES and carrying INK PENS who can steal the proceeds of a person's ENTIRE LIFE in less than an HOUR! **With NO LEGITIMATE GROUNDS!** While accusing you of being some menace to society and branding you a criminal, a stalker, or putting an Order of Protection against you without even a trial, like they did ME, even though that is ILLEGAL! They DON'T CARE, AND WITHOUT YEARS OF WORK AND EXPENSES TO REPEAL THEIR CRIMINAL JUDGMENTS, nobody within the State of Tennessee is going to MAKE THEM CARE or HOLD THEM ACCOUNTABLE!

So, with ONE erratic, discriminatory, unfair, biased, unethical, collusive, opinionated, or simply erroneous Judgment, **I have been DEEMED GUILTY UNTIL PROVEN INNOCENT** (while never having been arrested once in my life, unlike the Judge who unjustly condemns me), and even the MICHIGAN SUPREME COURT could not remove the CORRUPT and all so obviously BIAS, UNFAIR, AND UNWARRANTED JUDGMENT AGAINST ME!

Either a higher Court in Tennessee MUST CORRECT THE CORRUPT RULING, which is very unlikely, because just like organized crime, **it discredits and undermines the institution, not to mention the potential retaliation from the other family.** The only other cure is a FEDERAL COURTS, which is what I shall seek next after pressing criminal charges through the FBI, just so that I can TRY to REMOVE JUDGE BINKLEY'S ILLEGAL NOOSE FROM AROUND MY NECK, SO THAT I CAN GET A CRAPPY JOB, while living in a crappy State, after having had everything beautiful in

291 my life systematically STOLEN FROM ME by the GARGOILS OF JUSTICE! Attorney
292 Virginia Lee Story, and Judge Michael W. Binkley! What I have come to refer to as the
293 "BINKLEY/STORY EFFECT"! It is time to BENCH them BOTH for the common GOOD
294 of Middle Tennessee's CITIZENS who deserve JUSTICE, HONESTY, TRANSPARENCY,
295 AND ACCOUNTABILITY in their GOVERNMENT and COURTS!

TE-1 (2)

16· · · · · · · · MS. STORY: Because what we don't[1]
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,

11· ·We believe that house should sell in
12· ·the neighborhood of 414,000 we hope. It's a great
13· ·location. People want to get in Brentwood, to get
14· ·into Brentwood in that zip code. Those schools
15· ·for that kind of price is wonderful. This thing
16· ·could sell immediately if you had a good marketer

[1] WHY did the VALUE of protecting MY RECORD, to ensure not to hinder my EMPLOYABILITY, change as soon as I had been forced out of my home, and driven from the State of Tennessee? After I was no longer an "ALIMONY" concern for Wife?

Why has my employability been harshly limited now when I did nothing "wrong"?

The opposing Counsel and Court have shown absolutely no CARE for whether I have any vocational training, whether I am employable, have any shelter, food, healthcare, or any provision of any sort! After having liquidated my home, in which I had invested the totality of my life's savings, including my premarital retirement funds, and proceeds from my premarital home, without providing me a single dollar!

Instead, the Court and opposing Counsel, made it literally as DIFFICULT for me to SURVIVE, as was within their POWER! This is totally unjustified and unnecessary legal abuse and inhumane CRUELTY!

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17· ·to get that thing on the market and get it sold.

18· ·Mr. Fenton and Mrs. Fenton had

19· ·agreed last year that they would do that. She

20· ·then dropped the divorce. They were going to try

21· ·to get it on the market. The problem with the

If Ms. Story is asserting that I am EQUALLY qualified and able to defend myself against her knowledge, experience, and relationships, because I have had a few months to "study", surely that isn't the basis of her argument.

My struggle is not simply TIME, I have learned HOW to file A COUPLE OF SPECIFIC STYLES OR TYPES of LEGAL FORMS, while still LACKING THE EXPERTISE and knowledge about HOW TO PROPERLY DRAFT A BRIEF! Regardless, I am doing my best, and I am NOT asking for any MORE TIME!

Furthermore, regarding Ms. Story's erroneous claim, "This is yet another attempt by the Appellant to prolong this litigation and run up fees for Appellee."

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REAL MOTIVES FOR WIFE'S SECRET DIVORCE

Any discussion about the precipitating events which REALLY led to our Divorce, which does NOT mention/discuss/include the following SIGNIFICANT MARITAL STRESSORS, has no relevance in what REALLY happened! Hence, I call the synchronized narrative and fraudulent actions of Attorney Virginia Lee Story, Attorney Kathryn Lynn Yarbrough, Attorney Mary Beth Ausbrooks, Attorney Alex Koval, a "DECOY DIVORCE".

The TRUTH is that we BOTH could have won cases for "fault" against the other. Ms. Fenton did her homework and knew that whichever party filed first and BLAMED the other party, would have an advantage in the divorce proceedings. I knew that too, but I never wanted to waste our equity in Court. Nor did I want to pay people who charged TWENTY-FIVE TIMES as much as I can currently earn per hour, to FIGHT with each other! I wanted a resolution which would honestly serve US BOTH best in moving forward with our lives. Regretfully, we didn't both feel that way.

BRIEFLY, here are the REAL devastation which were suffered by our family, leading to the financial failure, stress, and voiced REASONS why Ms. Fenton unilaterally chose to secretly divorce me. I would have by far preferred to work through any differences, or even to get divorced and remain "roommates", as we could have saved our beautiful home, while it was a once in a lifetime opportunity for us. I believe that we still have more in common than apart, but either the differences grew overwhelming for her, she grew ashamed of having me as her husband, in the sight of her mighty family, as they openly questioned what I "contribute" to our marriage and to Ms. Fenton's life, while Ms. Fenton said that they never would be satisfied, even if I were a doctor.

Without further ado:

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318 The ROOFING DAMAGE Explained in

POTENTIAL PARTIES TO THIS CASE

To be clear, I believe to be legally due approximately **$250,000** from Ms. Fenton, without any punitive damages. While I have suffered a host of nearly unfathomable damages either caused by or in conjunction with actions or work done by the following parties:

- Attorney Virginia Lee Story (Story, Abernathy, & Campbell, PLLP)
- Attorney Kathryn Lynn Yarbrough (Story, Abernathy, & Campbell, PLLP)
- Paralegal Heidi Macy (Story, Abernathy, & Campbell, PLLP)
- Judge Michael W. Binkley (Williamson County Chancery Court)
- Clerk & Master Elaine Beaty Beeler (Williamson County Chancery Court)
- Attorney Mary Beth Ausbrooks (ROTHSCHILD & AUSBROOKS, PLLC)
- Attorney Alex Koval (ROTHSCHILD & AUSBROOKS, PLLC)
- Attorney Henry Edward Hildebrand, III (Office of the Chapter 13 Trustee)
- Judge Charles M. Walker (U.S. Bankruptcy Court for the Middle District of TN)
- Attorney Brittany Gates (Gates Law)
- Attorney Sam Anderson (Bankers Title & Escrow)
- Paralegal Kim Murray (Bankers Title & Escrow)
- Broker & Auctioneer Tommy Anderson (HND Auctions, LLC)
- Broker & Auctioneer Pat Marlin (McArthur Sanders Real Estate)
- Judge Frank Clement (Tennessee Court of Appeals, Middle Division)
- Judge Andy Bennett (Tennessee Court of Appeals, Middle Division)
- Judge Neal McBrayer (Tennessee Court of Appeals, Middle Division)

Collectively, truth be told, in an honestly "fair" and "equal" settlement, absent of all bias, relationships, and external influences, I believe to be due at least **$500,000** when combining that which I believe Ms. Fenton intentionally cheated me out of, along with the immediate damages suffered, combined with the punitive damages due by the "bad actors" who participated in my immediate and absolute demise with zero provision or path for my survival.

THERE ARE TWO "SMOKING GUNS" IN THIS CASE!

By FAR the QUICKEST and EASIEST way to realize that there is at the very least Litigious and Judicial "FOUL-PLAY" in this case, by Judge Michael W. Binkley and Attorney Virginia Lee Story (whose relationship has been publicly scrutinized in the press more than once – with VALID concerns, even if unactionable at that time). This time is DIFFERENT!

It is my steadfast belief, that to HONESTLY and OPENLY explore either of these "TWO SMOKING GUNS" and to either REFUSE or FAIL to assist the "disadvantaged", "disabled", and unfathomably injured party, due almost entirely to the clear and evident failures of the Middle Tennessee Judicial System, and members of their Courts, is to become an accessory to the State and Federal crimes revealed therein. Including but not limited to horrendously Malicious Litigation, combined with the Federal Crimes of Collusion, Obstruction of Justice, "Under Color of Law" Violations, and/or outright Corruption.

Before even beginning with the ADA and FED violations of financial exploitation of an ADA party, by DEPRIVING him of his only INCOME, his only SHELTER, his only real ASSET, within which Husband had invested the TOTALITY of HIS pre-marital RETIREMENT FUNDS, believing with WIFE that after the market crash of 2008 that

once BOTH their premarital retirement funds regained 75% of their pre-crash value they would pull them out and INVEST IN A PROPERTY IN WILLIAMSON COUNTY, believing that would HOLD VALUE and protect their RETIREMENT SAVINGS BETTER than blindly trusting Mutual Funds which we had no control over!

Expecting the VALUE of our property to at least DOUBLE still within our LIFETIMES, as it is in a rare and highly desired location, while simultaneously being surrounded by HUNDREDS OF ACRES OF PROTECTED WOODLANDS, near the END of a dead-end street, a very private valley, protected from the lights and sounds of the city, as well as from severe weather, which was one of Husband's greatest fears. While being as QUIET as a CAMPGROUND at night, and full of wildlife, which they both LOVED! (There are MANY qualities about this property, which MONEY WON'T BE ABLE TO BUY for much longer in such an IDEAL LOCATION to fantastic vocational opportunities, wonderful communities, and some of the most sought-after schools in the State of Tennessee, located on EVERY DIRECTION from our PROPERTY! Yet in less than 30-minutes, without the slightest of equal or due process, notice or opportunity to save or redeem his property interests, or to at the very least mitigate his losses, it was all carelessly TAKEN from him, due largely to staged circumstances by Wife and multiple members of Counsel, who strategically synchronized secret unconscionable (and highly illegal) attacks to render husband powerless, as they gaged and bound him, and physically removed him from his property, selling it at auction, without one cent returned to husband for all his life's work, premarital retirement, the life that he had, any place to go or LIVE, rendering him literally HOMELESS from a HALF MILLION DOLLAR HOME HE INVESTED

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EVERYTHING HE HAD INTO PURCHASING, IMPROVING, AND ENJOYING, as the couple vowed to life there together for the REST OF THEIR LIVES!

heinously targeting and strategically attacking his areas of greatest KNOWN disability and vulnerability, solely to cause him unfathomable distress, to provoke him to "act out" (to manufacture "evidence" to use against him), while also completely overwhelming his KNOWN inability to MULTI-TASK, and the SLOWNESS with which he CAN respond to even the most elementary of challenges, let alone multiple secretly synchronized assaults against the highest-value targets in his life, further knowing that due to Wife's earlier actions of secretly cutting-off Husband's access to all marital funds and active credit lines (while still calling HER unilateral debts to fund HER COUNSEL "marital debts", as she repeatedly STRONG-ARMED him). Leveraging Husband's financial disadvantages of not being able to afford anywhere near comparable counsel, as the totality of funds which Husband could borrow for Counsel were exhausted on a forced sale of his home and a fraudulently obtained Order of Protection, leveraging "connections" and FALSE testimony, before the only LEGITIMATE action of the DIVORCE even began to be addressed. To later deny Husband, under false pretenses, the opportunity to even participate in that, is simply beyond words.

Then they had then the Court and Counsel even had the audacity and inhumanness to order the Husband to pay for Wife's LEGAL FEES to unconscionably and illegally deprive and destroy everything of meaning in Husband's life, while Husband couldn't even afford Counsel for himself!

Wife probably spent over $100k on ATTORNEY'S FEES, simply to leave Husband HOMELESS and PENNILESS, while this Court chose to empower her and pave the way,

while somehow believing that was what Husband DESERVED! While neither hearing a WORD of Husband's testimony, or CARING to, based entirely upon the maliciously fraudulent testimony of the Court's close and trusted friend, Wif'e Counsel, along with the coached false testimony of Wife, with no regard for what had transpired during the PAST YEAR of actions working toward a divorce, both with a Collaborative Divorce professional, as well as with Wife's first attorney which SHE CHOSE TO UNSUIT for HER OWN PROFIT. This was no trial or hearing, it was an ASSIGNATION by close friends, "under color of law", where little if anything that happened, was actually ETHICAL, FAIR, or LEGAL!

On this day, "lady justice" wore no blindfold, held only one side of the scale in her hand, with a pistol pointed straight at the Husband with her other hand! JUSTICE had never been further away, and hasn't been found since! Though Husband has spent literally 4,000 HOURS since that day, trying to FREE HIMSELF from simply the NOOSE they put around his neck, while not begging for even a DIME, just his FREEDOM to MOVE FORWARD and SURVIVE, UNTETHERED!

Yet NO ONE to date CARES!

That is WHY we need some COMMON-SENSE JUDICIAL REFORM in the State of Tennessee, which all begins by INCREASING TRANSPARENCY, ACCOUNTABILITY, and SEVERING THE "BUDDY SYSTEM"!

Although I still can't "beat" Ms. Story in a GLADIATOR style BATTLE TO THE DEATH inside the COLISEUM, for the royalty's entertainment, as in Roman times. I still should be afforded some level of JUSTICE as a former Tax Paying CITIZEN of the Great State of Tennessee!

What I CAN DO (as I did with the Appellate Court, without an ounce of their care or consideration), as they demanded that I take position to battle in the COLISEUM. (Despite witnessing a man drowning in legal corruption, as esteemed members of the Court jumped on my shoulders and forced my head under water, to which the esteemed Appellate Court "Justices" pretended not to see anything and kept walking). Is I can provide you with TWO "SMOKING GUNS" of IRREFUTABLE EVIDENCE! Along with DETAILED COMMON-SENSE MEASURES which the Court could EASILY IMPLEMENT, with next to no cost, to greatly IMPROVE the quality and access to JUSTICE throughout the State of Tennessee.

Measures who would help SAVE someone like me, or the tens of thousands who are not as smart, confident, meticulous, who haven't the EVIDENCE, the CLARITY OF CASE (just TWO 30-MINUTE TRIALS with 7.1 MINUTES of my TESTIMONY to PROVE the PERFECT STORM of BAD POLICY, DISCRIMINATORY PRACTICES afforded each Judisial Districty to "decide" on their own, and clearly COMPROMISED RELAIONSHIPS, which never should have been allowed in the first place!

It's common sense! Where there is LIGHT, crime scrambles. That is known in every parking lot, storefront, bank, place of business, yet failes to be applied or enforced in some of our Courts. Judisial Districts shouldn't have the OPTION to "discriminate" against the disabled or the financially disadvantaged! At the very least, INFORMATION should be UNIFORM throughout every Clerk's office. NO Pro Se party should have the COURT ORDERS drafted by their ADVERSARIAL COUNSEL, especially while being denied the opportunity to even participate in the PROPOSED ORDER/AGREED ORDER process. ESPECIALLY while the Opposing Counsel is one of the most aggressive, ruthless,

uncompromising, manipulative attorneys in the district, who ALSO happens to be a lifelong CLOSE FAMILY MEMBER of the JUDGE!

This isn't ROCKET SCIENCE, it is using just a little bit of elementary school "common sense", care, preservation, and protection. Protecting the Judiciary from the flaws of their own inevitable HUMANITY, likewise, protects EVERY TENNESSEE CITIZEN living within their jurisdiction! To fail to take such COMMONSENSE measures, needs to be fully disclosed to CITIZENS immediately, so that they can properly redress the situation with their local representatives, before their LIVES depend upon it! I had NO CLUE that I would find such an abyss between my known Constitutional Rights as a United States Citizen, my basic understanding of the legislative laws of the land (which were correct), and what I would experience in a Court room under the "Color of Law", in the declared SERVICE UNDER and ADMINISTRATION of those laws.

I am envied by NONE that I know of!

"connected'p is or who are an irrefutable amount of EVIDENCE, while all that she can claim is "that can't be considered, it wasn't even provided to the Trial Court", but that was simply because they DENIED ME THE OPPORTUNITY TO PARTICIPATE IN MY OWN TRIAL, by deceptive, false, and secretive means, once again, with NO NOTICE! I don't believe that ANY IMPARTIAL PARTY, especially one who READ and CONSIDERED the approximately 250 pages of my testimony that I filed on 8/29/2019, would find their conclusions "REASONABLE"! (I would think that SHOULD trigger a MISTRIAL right there, and be the end of the story, in a Court of JUSTICE!)

and her client, called that JUSTICE! I know of no greater crime short of MURDERING a man!

As with most cases of Malicious Litigation, Abuse of Process, Harassment by Legal Process, and Judicial Corruption, this is "A CASE WITHIN A CASE".

Probably truth be told, this is "a case within a case, within a case", but there is no need to complicate things further, without adding legal or monetary value.

I see the following case hierarchy:

The Bankruptcy Fraud, Malicious Litigation and Judicial Corruption of our Divorce (with the strategically forced-sale of OUR JOINTLY DEEDED, INVESTED IN, and OWNED MARITAL RESIDENCE – while lying about MY EQUAL PROPERTY INTEREST, concealing my financial investment in both the initial purchase and continued improvements, as well as nearly a decade of my LABOR vastly improving the CORE of OUR HOME and JOINT PROPERTY, which neither of us could have ever afforded to purchase on our OWN. It required the liquidation and investment of BOTH of our pre-marital 401k retirement plans to fund the initial PURCHASE of our HOME! After the 2008 market crash, we decided that our RETIREMENT FUNDS would be more WISELY INVESTED in the purchase of a significantly nicer MARITAL RESIDENCE, strategically located in an area where money will soon no longer be able to purchase a property so centrally and ideally located, while also being backed-up to HUNDREDS OF ACRES OF PROTECTED WOODLANDS, at the END of a located in the cherished

I litterally just had to take a XANAX in an attempt to lower my blood pressure, to help prevent me from having a STROKE by needing to CONTINUE sharing the SAME TESTIMONY which every Tennessee Court has so far REFUSED to hear! Whether due to

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corruption, collusion, or just plain laziness. My EVIDENCE screams for itself, if ever it meets a truly conscionable and unbiased tribunal, JUSTICE will no longer be "optional"!

an unbiased I have been forced to RELIVE my NIGHTMARE HUNDREDS OF TIMES, in an effort to get someone beyond my friends and family to HEAR IT ONCE!

I honestly wish I would have just published it from the beginning, rather than wasting a day or a dollar in Court! I LITTERALLY could not have POSSIBLY fared any worse had I GONE FISHING and DEFAULTED upon every account, prior to ever having hired an attorney. I honestly believe that I would be BETTER OFF NOW, had I gone that route, because at least I wouldn't have scarted the hornets into chasing me incessantly without care, mercy, or even an ounce of humanity!

telling the SAME STORY AGAIN

, located

purchased on our OWNor maintained without which we both ere we both financial investment interest lying about my OWNERSHIP share) of

Regarding the INTERNAL CASE of the Divorce between myself and Ms. Fenton,

litigiously annihilated party (that being me, as will become evident), NOT more than have been publicly scrutinized more than once is to LISTEN to the

TIMELINE OF EVENTS AND COMMUNICATIONS
(THE SECOND SMOKING GUN!)HUSBAND'S PREMARITAL LIFE

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

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

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Material information
Foundation: Slab
Roof: Asphalt

Notable dates
Major remodel year: 1972

Building details

Management
Pets allowed: No
Rent control: No

Other building information
Structure type: Split-level

Community and Neighborhood Details

Location

Region: Nashville

HOA and financial details

Other financial information
Tax assessed value: $248,500

Annual tax amount: $3,136

Other

Other facts
Built Information: Existing
Cooling Source: Electric
Electric Meter: Individual
Garage Description: Parking Space
Listing Status: Active
Sale Includes: Appliances
Sewer System: Sewer
Water Meter: Master
Water Source: City Water
Heating Source: Electric
Heating System: Central

Laundry: Individual
Listing Type: Exc. Right to Sell
Property Sub-Type: Duplex
County: Davidson County
Electricity Paid By: Other
Water Paid By: Other
Construction Type: Partial Brick
Area: 01-Davidson County
Contingency Type: Inspection
Property Class: Multi-Family
Sq.Ft. Measurement Source: Tax Record

Price and tax history

Price history

DATE	EVENT	PRICE
11/14/2016	Sold	$250,000 (+4.2%)
	Source: Public Record	
11/11/2016	Listing removed	$239,900
	Source: Worth Properties LLC	
10/26/2016	Listed for sale	$239,900 (+49.9%)
	Source: Worth Properties LLC	
8/2/2016	Sold	$160,000 (+24.1%)
	Source: Public Record	
5/17/2001	Sold	$128,900 (+9.7%)
	Source: Public Record	
6/18/1996	Sold	$117,500
	Source: Public Record	

Public tax history

YEAR	PROPERTY TAXES	TAX ASSESSMENT
2019	$3,136	$99,400

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

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



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Source: Public Record		
6/18/1996	Sold	$117,500
Source: Public Record		

Public tax history

YEAR	PROPERTY TAXES	TAX ASSESSMENT
2019	$3,136	$99,400

2018	$3,136	$99,400
2017	$3,136	$99,400 (+117.9%)

See complete tax history

Neighborhood: McMurray - Huntingdon

Neighborhood stats

- Home values in McMurray - Huntingdon have risen 5.1% (↑) over the past 12 months.
- Zillow predicts the home values in McMurray - Huntingdon will increase 3.4% (↑) in the next year.
- This home is valued 33% higher (↑) than the median home in McMurray - Huntingdon.
- The **median Zestimate®** for this neighborhood is $284,781.

Nearby schools in Nashville

GreatSchools rating

8/10 **Granbery Elementary School**
Grades: **K-4** Distance: **0.8 mi**

5/10 **William Henry Oliver Middle School**
Grades: **5-8** Distance: **2.7 mi**

3/10 **John Overton Comp High School**
Grades: **9-12** Distance: **2.4 mi**

Tennessee * Nashville * 37211 * McMurray - Huntingdon * 772 Huntington Pkwy

Zillow © 2006-2020 Zillow



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

772 DUPLEX RENTAL FLOORPLAN & FLYER

- Nipper's Corner -

772 Huntington Parkway

Nashville, Tennessee



Main Floor Plan

Jeff Fenton
Property Owner
& Licensed Agent

Office: (615) 837-1300
Mobile: (615) 837-1301
Fax: (615) 837-1302

Information is deemed reliable but not guaranteed. Property is completely unfurnished, washer & dryer are not provided.

- Nipper's Corner -

772 Huntington Parkway

Nashville, Tennessee



View Virtual Tour at:
www.FentonRents.com
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Basement Floor Plan

Jeff Fenton
Property Owner
& Licensed Agent

Office: (615) 837-1300
Mobile: (615) 837-1301
Fax: (615) 837-1302

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774 DUPLEX RENTAL FLOORPLAN & FLYER

- Nipper's Corner -

774 Huntington Parkway

Nashville, Tennessee



Main Floor Plan

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- Nipper's Corner -

774 Huntington Parkway

Nashville, Tennessee



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Basement Floor Plan

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Office: (615) 837-1300
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MARRIED LIFE – OUR JOURNEY TOGETHER

2004-02-09 WHY Fawn LOVES Jeff

Jeff,

Because....

• You are compassionate. You truly understand people, and care about people's feelings. And when you care, it is completely sincere.

• You are truthful and honest. Even if you do something dishonest, you know the difference, and you are still honest with yourself about your choice. You do not run away from or deny truths that you do not like or of which you are afraid, and you acknowledge the truth, even when it hurts to do so. And even when some people will only admit the truth privately to themselves, you are not afraid to speak the truth out loud. You have incredible integrity.

• You are brave. You have been through so much pain and confusion in your short life, and yet you continue to live the best life that you can. You inspire me to be brave and keep trying, too.

• You are loyal. With me as your girlfriend, you have never shown any desire to betray me or do anything that might hurt me emotionally in any way. With your friends and family, you are always there for them, and through all of your difficult times, you have kept in touch with those who have earned your trust.

• You are intelligent! Your command of technical knowledge, from machinery and electronics to vocabulary and sentence structure, never ceases to amaze me. You easily learn new things, and once you understand a concept, you can put that idea to use in a variety of different ways – you use your knowledge creatively as well as well as routinely. And you are not intimidated by things you do not already know – you take on new knowledge with a contagious excitement.

• You are tolerant and understanding. Even when you don't understand or agree with something, you are willing to live-and-let-live. You don't throw hate or anger around without good reasons, and you are willing to put minor differences aside for the overall good of your relationships.

• You are strong, and you have determination. You don't let others run over you, or influence you away from what you believe. You know how to work hard to achieve a goal, and you never give up easily, even through the toughest of times.

• You are generous. If someone truly needs something from you, you give it without hesitation or questions or remorse. You willingly sacrifice your own needs to fulfill someone else's needs, and many times you don't even realize what you've done.

And because...

• You have not asked me to change my hair, or my clothes, [redacted] or my fingernails, or to wear makeup, or to change other external things. You have not asked me to change my personality – to be more cheerful, or more funny, or more confident... or less moody, or less needy, or less emotional, or whatever. You accept me as I am, and make me feel like a good person.

• You talk to me. You tell me about your day, or about something you did, or about an idea you had, and you share your thoughts with me, sincerely and with humor! It makes me feel like I am an important part of your life, and I feel included.

• You listen to me. No matter how boring my chatter is, or what else you'd rather be doing at that moment, if I start to tell you something, you listen and respond to what I say. Your acknowledgement of my words and thoughts encourages me to open my life and heart to you and gives me confidence in myself and the future.

[redacted]

• We get along! Neither of us like to yell or argue, neither of us wants undue drama or animation in our daily lives. We have similar values of what is important, what is luxury, and what is waste; we have similar tastes in material things such as clothes and décor; we have similar lifestyles of rest, work, play, and sleep. Agreeing on a course of action for any decision never seems to be difficult, and we can mentally relax around each other.

Because of all these things and more,

I love you.

2011 PURCHASED OUR MARITAL RESIDENCE
1986 Sunnyside Drive, Brentwood, TN 37027

ListingDetailReportHeader Page 1 of 1



Residential | MLS No. 1220084
Status Closed | Area 10 | List Price $360,000
Type Site Built | Er/Ea Exc. Right to Sell | Media
Address 1986 Sunnyside Dr | City Brentwood | Zip 37027
County Williamson | Sub/Dev Sunny Side | MLS Map
Lot Number | Tax ID 013J A 035.00 | Deed Book/Page 4743/715

Directions FROM NASHVILLE*SOUTH ON HILLSBORO RD, LEFT ON SUNNYSIDE DR, 1986 IS ON THE RIGHT

General Information

Style Ranch | Stories 1.00 | Year Built 1977 / Approximate
Acres 1.470 | Acreage Source | Completion
Total Rooms 9 | Size 150.0 x 434.0 | ~~Assoc Fee $ /mo~~
Constr All Brick / Wood | Lot Wooded | Basement Partial / Unfinished
Driveway Aggregate | Floors Carpet / Finished Wood / Tile / | Garage 2 / Attached - SIDE
Community Amenities | Waterfront / | Roof Composition Shingle

Rooms and Dimension Information

Liv 15X13 / Formal | Rec 25X33 / Over Garage | Bed 1 15X13 / Full Bath
Din 13X12 / Formal | Hobby / | Bed 2 12X11 /
Kit 15X12 / Eat-In | Other / | Bed 3 13X13 /
Den 19X13 / Fireplace | Other / | Bed 4 12X11 /

	Bedrooms	Full Baths	Half Baths	Finished Square Feet (est)		
Main	4	2	1	Main	2579	Est. SqFt. Source
Other	0	0	0	Second		Tax Record
				Third		
Total	4	2	1	Basement		Total 2579

Office and Showing Information

Show Call Showing Center | Owner Name | Open House
Agent John Taylor (Ph: 615-794-0833 ext 6035) | CoList Agent (Ph:)
Listing Office Zeitlin & Co., Realtors (Ph: (615) 794-0833) | CoList Office (Ph:)
Appt Phone (615) 327-0101 | Subagency 0 | Buyer Broker 3 | Facilitator 3

Remarks: ALL BRICK RANCH*CUL-DE-SAC LOCATION*HUGE BEDROOMS & BONUS ROOM*9FT CEILINGS & CROWN MOLDING IN LIVING RM, DINING RM, & FOYER*HEATED FLR IN GUEST BATH*PRIVATE WOODED LOT*CONVENIENT TO NASHVILLE, BRENTWOOD & FRANKLIN

Schools and Utilities

Elem1 Grassland Elementary | Elem2 | Middle/JR Grassland Middle School | High Franklin High School
Water City Water | Sewer Septic Tank | Cool Electric / Central | Heat Gas / Central

Features

Appliances	Interior Features	Exterior Features	Miscellaneous
Range Cooktop / Electric	Firepl 1	Fence	Handicap
Oven Double Oven / Electric	Drapes	Patio/Deck Deck	Energy Storm Doors / Storm Windows /
	Master Bath Sep. Shower/Tub / Ceramic	Pool	Green Cert
Other Dishwasher	Other Ceiling Fan / Extra Closets / Utility Connection /	Other Garage Door Opener	Other Cable TV

Financing and Taxes

Acceptable Buyer Financing FHA / Other / VA /
Taxes $1,461

MLS Information

Photo None | List Date Sep 27 2010 | Poss Date of Deed
Realtor Remarks: BUYER OR BUYER AGENT TO VERIFY SCHOOL ZONING AND ANY OTHER PERTINENT INFORMATION

Comparable Information

Sales Agent Jeff Fenton | Co-Sales Agent | Days On Mkt 205
Sales Office Benchmark Realty, LLC | Co-Sales Office | Presale No
Seller Participation 4000 | Closing Date 4/29/2011 | Orig. List Price $360,000
Terms Conventional | Pending Date 4/20/2011 | Sales Price $350,000

Requested by: Jeff Fenton

Information believed to be accurate but not guaranteed. Buyers should independently verify all information prior to submitting any offer to purchase.

RealTracs Solutions®
Report Date: 4/29/2011

http://www.realtracs.net/Search/ListingDetailReportHeader.aspx?ReportID=1&ListingID=141028... 4/29/2011

REALTY COMMISSION CHECK TOWARD IMPROVEMENTS

Touchstone Title, LLC

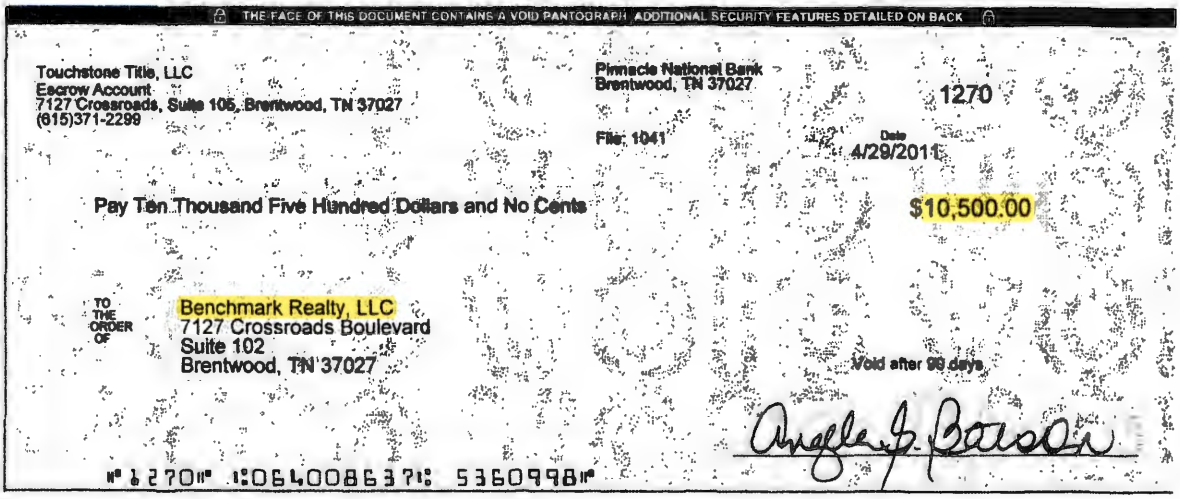
File: 1041
Buyer: Fawn T. Fenton
Seller: Mangel Jerome Terrell; Colette Keyser
Property Address: 1986, Sunnyside Dr., Brentwood, TN 37027
(702-1) Selling broker commission - $10,500.00

Pinnacle National Bank
Brentwood, TN 37027

1270

Date
4/29/2011

Payable To: Benchmark Realty, LLC


THE FACE OF THIS DOCUMENT CONTAINS A VOID PANTOGRAPH. ADDITIONAL SECURITY FEATURES DETAILED ON BACK

Touchstone Title, LLC
Escrow Account
7127 Crossroads, Suite 105, Brentwood, TN 37027
(615)371-2299

Pinnacle National Bank
Brentwood, TN 37027

1270

File: 1041

Date
4/29/2011

Pay Ten Thousand Five Hundred Dollars and No Cents

$10,500.00

TO THE ORDER OF
Benchmark Realty, LLC
7127 Crossroads Boulevard
Suite 102
Brentwood, TN 37027

Void after 99 days

⑈1270⑈ ⑆064008637⑆ 5360998⑈

Direct Deposit

4/29/2011

Jeffrey R. Fenton **10,105.00

Ten Thousand One Hundred Five and 00/100**********

Jeffrey R. Fenton
P. O. Box 111777
Nashville, TN 37222

Commission: 1986 Sunnyside Dr. Closing

Jeffrey R. Fenton		4/29/2011	
	Commission: 1986 Sunnyside Dr. Closing Gross Commission: $10,500.00 Less Closing Fee: $ 395.00		10,105.00
Pinnacle Bank - Oper	Commission: 1986 Sunnyside Dr. Closing		10,105.00
Jeffrey R. Fenton		4/29/2011	
	Commission: 1986 Sunnyside Dr. Closing Gross Commission: $10,500.00 Less Closing Fee: $ 395.00		10,105.00

OK pc

Pinnacle Bank - Oper	Commission: 1986 Sunnyside Dr. Closing	10,105.00

Case 1:23-cv-01097-PLM-RSK ECF No. 1-27, PageID.1419 Filed 10/13/23 Page 50 of 190

Transaction Submission Report

Generated: 4/29/2011 6:57:01 PM

User: Benchmark Realty, LLC - Donna Brown

ODFI: 064008637 - Pinnacle National Bank

Category: Commission Check

Customer ID 1204664119 Comp Entry Desc: Commission

Customer Name Benchmark Realty Comp Disc Data:

Trans Collection Submitted: 4/29/2011 6:57:00 PM

Individual Name	Individual ID	Prenote	Debit	Credit	Eff Date	R/T Num	Type	Acct Number
Fenton Jeff	Fenton Jeff	No	0.00	10,105.00	4/29/2011	064005203	DDA	102196610
	Subtotal:		0.00	10,105.00				
	Transaction Count:		0	1				
	Prenote Count:		0	0				
	Transaction Subtotal:		0	1				

Totals For All Transactions

	Debit	Credit
Total:	0.00	10,105.00
Transaction Count:	0	1
Prenote Count:	0	0
Transaction Total:	0	1

TENANCY BY THE ENTIRETY ON MARITAL RESIDENCE

Jeff Fenton

From: Kim Hollingshead [Kim@TouchstoneTitleTN.com]
Sent: Wednesday, September 24, 2014 3:42 PM
To: Jeff Fenton
Cc: Fawn Fenton
Subject: RE: Fenton Purchase | 1986 Sunnuyside Drive, Brentwood | Tenancy by the Entirety?

And wife

From: Jeff Fenton [mailto:Jeff@MeticulousMarketing.com]
Sent: Wednesday, September 24, 2014 3:41 PM
To: Kim Hollingshead
Cc: Fawn Fenton
Subject: RE: Fenton Purchase | 1986 Sunnuyside Drive, Brentwood | Tenancy by the Entirety?

Thanks for the lightening fast response with the Deed Kim!

Can you please explain to me how "Tenancy by the Entirety" is specified/differentiated on this document?

Thanks again!

Jeff Fenton
Meticulous Marketing LLC
(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

When it's worth doing RIGHT the first time!

Submit or respond to a support ticket here.

From: Kim Hollingshead [mailto:Kim@TouchstoneTitleTN.com]
Sent: Wednesday, September 24, 2014 3:31 PM
To: Jeff Fenton
Cc: Fawn Fenton
Subject: RE: Fenton Purchase | 1986 Sunnuyside Drive, Brentwood | Tenancy by the Entirety?

Jeff, please see attached. Title is currently vested as Tenancy by the Entirety.

Kimberly K. Hollingshead, Esq.
President
ouchstone Title& Escrow LLC
1 Seaboard Lane Suite 1 4
anklin TN 7

1

Office (615) 371-2299
Email: Kim@TouchstoneTitleTN.com
Website: www.TouchstoneTitleTN.com

Our number one goal is to ensure that you are satisfied with our services. If you have any questions or concerns on this closing or suggestions on how we can make your next interaction with us even better please e-mail me

NOTICE: YOU ARE NOT AUTHORIZED TO FORWARD THIS EMAIL TO ANYONE. This e-mail message and all attachments transmitted with it may contain legally privileged and confidential information intended solely for the use of the addressee. If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. It is not our intention to waive the attorney-client privilege, the attorney work-product doctrine, or any proprietary rights in the information contained on the following pages. If you have received this message in error, please notify the sender immediately by telephone (615-371-2299) or by electronic mail (kim@touchstonetitletn.com), and delete this message and all copies and backups thereof. Thank you.

From: Jeff Fenton [mailto:Jeff@MeticulousMarketing.com]
Sent: Wednesday, September 24, 2014 3:24 PM
To: Kim Hollingshead
Cc: Fawn Fenton
Subject: RE: Fenton Purchase | 1986 Sunnyside Drive, Brentwood | Tenancy by the Entirety?
Importance: High

Hello Kim!

It has been a while!

It has been recommended to Fawn and I, for liability purposes, that we hold title to our home as **"Tenancy by the Entirety"**.

I know very little about this, but here is an explanation that I found online:

> **Tenancy by the Entirety**: a special form of joint tenancy when the joint tenants are husband and wife -- with each owning one-half. Neither spouse can sell the property without the consent of the other. Words in the deed such as "Bill and Mary, husband and wife as tenancy in the entirety" establish title in tenancy by the entireties. This form of ownership is not available in all states. (http://jtlehmanlaw.com/lawyer/Nashville-TN_fq314.htm)

Can you please tell me how our title is held currently at 1986 Sunnyside Drive, Brentwood, 37027? (You facilitated our closing.) I have a copy of our Deed of Trust (attached), but I can't figure out if this is titled as "Tenants in Common", "Joint Tenancy", or "Tenancy by the Entirety".

Is there a document that you can provide me which shows exactly how our property is titled?

Thanks for your help with this!

Jeff Fenton
Meticulous Marketing LLC
(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

When it's worth doing RIGHT the first time!

2

follows:

31.1 TENANCY BY THE ENTIRETY

When real property is acquired by individuals who are husband and wife at the time of the conveyance, then title is jointly held as an indivisible whole with right of survivorship unless the granting instrument expressly states that the title is not to be held as a Tenancy by the Entirety. Upon divorce, a Tenancy by the Entirety is destroyed and absent some decree by the Divorce Court, the interest of the former spouses is converted into a Tenancy in Common with each owning a one-half interest.

31.2 TENANTS IN COMMON

When real property is acquired by two or more individuals who are not married at the time of the conveyance, or a Tenancy by the Entirety is destroyed through a divorce, title is held as Tenants in Common. In cases where the property is owned by Tenants in Common, each owner has a certain defined share in the property. Unless the instrument states otherwise, when there are two owners, each will automatically be presumed to own one-half each; if three, a third each, and so on. However, the shares between Tenants in Common do not need to be equal. The parties can decide what share of the property belongs to each owner. For example, if two individuals named Sam and Mark buy a property together, but if Sam contributes more to the purchase price than Mark, this could be reflected in the respective shares each acquires in the property. The deed into these individuals could state that Sam receives 70% interest in the property and Mark is entitled to 30%. The important point is that each of the Tenants in Common owners always owns his or her share of the property, and is only entitled to that same percentage of the sale proceeds. For example, if Sam dies, then his share of the property will be administrated as part of Sam's estate. Mark will continue to own his 30% after Sam's death. Unlike in a Joint Tenancy with a Right of Survivorship, it does not automatically pass to Mark.

When property is held as Tenants in Common, each of the individuals have a right to enter the common estate and take possession of the whole, subject to the equal right of the co-tenants to share in possession of the whole; and one co tenant's occupation or possession of the property can never be deemed adverse to the other co-tenants.

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WARANTY DEED for MARITAL RESIDENCE

WARRANTY DEED

ANGELA G. BATSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires January 6, 2014

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $350,000.00

Affiant

Subscribed and sworn to before me, this 29th day of April 2011.

Angela G. Batson
Notary Public

MY COMMISSION EXPIRES:
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY:
Southland Title & Escrow Co., Inc.
7101 Executive Center Drive, Suite 151
Brentwood, TN 37027

ADDRESS NEW OWNERS AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Fawn [redacted] Fenton	Renasant Bank	013 J-A
(NAME)	(NAME)	(MAP)
1986 Sunnyside Drive	2001 Park Place North, Suite 650	035.00
(ADDRESS)	(ADDRESS)	(PARCEL)
Brentwood, TN 37027	Birmingham, AL 35203	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid by the hereinafter named Grantee(s), and other good and valuable consideration, the receipt of which is hereby acknowledged, I/we, **Mangel Jerome Terrell and wife, Colette Keyser**, hereinafter called the Grantor(s), have bargained and sold, and by these presents do hereby transfer and convey unto **Jeffrey R. Fenton and wife, Fawn [redacted] Fenton**, hereinafter called Grantee(s), their heirs and assigns, that certain tract or parcel of land in Williamson County, TENNESSEE, described as follows, to-wit:

LAND in Williamson County, TN, BEING Lot No. 29, on the Plan of Section 3, Sunny Side Estates, of record in Plat Book 5, page 67 as amended in Book 330, page 844, Register's Office for Williamson County, TN, to which plan reference is hereby made for a complete description thereof.

Being the same property conveyed to Jerome Terrell and spouse, Collette Keyser, by deed dated July 8, 2005, from Melner R. Bond III and spouse, Kimala K. Bond, of record in Book 3615, page 152, and further conveyed to Mangel Jerome Terrell and wife, Colette Keyser, by Quitclaim Deed dated February 20, 2009, from Jerome Terrell and wife, Colette Keyser, of record in Book 4743, page 715, Register's Office for Williamson County, TN.

This conveyance is subject to the taxes for the current year and subsequent years; any and all easements and/or restrictions of record; and all matters shown on the plan of record; all in the said Register's Office.

This is ( ) unimproved (X) improved property, know as: 1986 Sunnyside Drive, Brentwood, Tennessee 37027

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this 29th day of April, 2011.

Mangel Jerome Terrell

Colette Keyser

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned authority, a Notary Public within and for the State and County, appeared Mangel Jerome Terrell; Colette Keyser with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon their oath(s) acknowledged themselves to be the within named bargainor(s), and that they executed the foregoing instrument of their own free will for the purposes therein set forth.

Witness my hand and official seal at office at Brentwood, Tennessee, on this the 29th day of April, 2011.

Notary Public

My Commission Expires: 9/3/2012

JUDY S. WELLS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN

This document was e-recorded in Book 5313, Page 452, Williamson Co. ROD on 5/12/11.

Book 5313 Page 452

WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $350,000.00

Affiant

Subscribed and sworn to before me, this 29th day of April, 2011.

Notary Public

MY COMMISSION EXPIRES:
(AFFIX SEAL)

ANGELA G. BATSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Exoires January 6, 2014

THIS INSTRUMENT WAS PREPARED BY:
Southland Title & Escrow Co., Inc.
7101 Executive Center Drive, Suite 151
Brentwood, TN 37027

ADDRESS NEW OWNERS AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Fawn [redacted] Fenton	Renasant Bank	013 J-A
(NAME)	(NAME)	(MAP)
1986 Sunnyside Drive	2001 Park Place North, Suite 650	035.00
(ADDRESS)	(ADDRESS)	(PARCEL)
Brentwood, TN 37027	Birmingham, AL 35203	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid by the hereinafter named Grantee(s), and other good and valuable consideration, the receipt of which is hereby acknowledged, I/we, **Mangel Jerome Terrell and wife, Colette Keyser**, hereinafter called the Grantor(s), have bargained and sold, and by these presents do hereby transfer and convey unto **Jeffrey R. Fenton and wife, Fawn [redacted] Fenton**, hereinafter called Grantee(s), their heirs and assigns, that certain tract or parcel of land in Williamson County, TENNESSEE, described as follows, to-wit:

LAND in Williamson County, TN, BEING Lot No. 29, on the Plan of Section 3, Sunny Side Estates, of record in Plat Book 5, page 67 as amended in Book 330, page 844, Register's Office for Williamson County, TN, to which plan reference is hereby made for a complete description thereof.

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This conveyance is subject to the taxes for the current year and subsequent years; any and all easements and/or restrictions of record; and all matters shown on the plan of record; all in the said Register's Office.

This is ( ) unimproved (X) improved property, know as: 1986 Sunnyside Drive, Brentwood, Tennessee 37027

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this 29th day of April, 2011.

Mangel Jerome Terrell

Colette Keyser

Case 1:23-cv-01097-PLM-RSK ECF No. 1-27, PageID.1426 Filed 10/13/23 Page 57 of 190

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned authority, a Notary Public within and for the State and County, appeared Maugel Jerome Terrell; Colette Keyser with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon their oath(s) acknowledged themselves to be the within named bargainor(s), and that they executed the foregoing instrument of their own free will for the purposes therein set forth.

Witness my hand and official seal at office at Brentwood, Tennessee, on this the 29th day of April, 2011.

Notary Public

My Commission Expires: 9/3/2012

JUDY S. WELLS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN

Book 5313 Page 454

BK/PG:5313/452-454
11015616

3 PGS : DEED	
KAREN OWENS 214724 - 11015616	
05/12/2011 - 02:16 PM	
VALUE	350000.00
MORTGAGE TAX	0.00
TRANSFER TAX	1295.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	1313.00

STATE of TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS

Certificate of Authenticity

I, Kimberly Hollingshead do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Tennessee
County of Williamson

Personally appeared before me, the Undersigned, a notary public for this county and state, Kim Hollingshead who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 1/9/12.

THOMAS L. SEALY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE

DEED OF TRUST for MARITAL RESIDENCE

WHEN RECORDED, MAIL TO:
RENASANT BANK c/o NATIONWIDE TITLE CLEARING, INC ATTN: FINAL DOCS UNIT
2100 ALT 19 NORTH
PALM HARBOR, FLORIDA 34683

This instrument was prepared by:
RENASANT BANK
2200 ABBOTT MARTIN RD. STE. 103
NASHVILLE, TENNESSEE 37215
615-463-1505

Maximum principal indebtedness for Tennessee recording tax purposes is **$280,000.00**.

(Space Above This Line For Recording Data)

DEED OF TRUST

MIN: **100319257110400017**

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **"Security Instrument"** means this document, which is dated **April 29, 2011**, together with all Riders to this document.

(B) **"Borrower"** is **FAWN FENTON AND HUSBAND JEFFREY R. FENTON**. Borrower is the trustor under this Security Instrument.

(C) **"Lender"** is **RENASANT BANK**. Lender is **A MISSISSIPPI CORPORATION**, organized and existing under the laws of **MISSISSIPPI**.
Lender's address is **2200 ABBOTT MARTIN RD. STE. 103, NASHVILLE, TENNESSEE 37215.**

(D) **"Trustee"** is **R. RICK HART** a resident of **DAVIDSON County, Tennessee.**

(E) **"MERS"** is **Mortgage Electronic Registration Systems, Inc.** MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of **Delaware**, and has an address and telephone number of **P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.**

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 1041

Land in Williamson County, Tennessee, being Lot 29, PLAN OF SECTION 3, SUNNY SIDE ESTATES, as shown on plat of record in Plat Book 5, Page 67, in the Register's Office, Williamson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has executed this Security Instrument.

Witnesses:

FAWN FENTON (Seal) -Borrower

JEFFREY FENTON (Seal) -Borrower

STATE OF TENNESSEE, Williamson County ss:

On this 29th day of April, 2011, before me personally appeared FAWN FENTON and JEFFREY FENTON to me known to be the person(s) described in and who executed the foregoing instrument, and who acknowledged the execution of the same to be his/her/their free act and deed. Witness my hand and official seal.

My Commission Expires:

KIMBERLY HOLLINGSHEAD STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY My Commission Expires January 27, 2015

Notary Public

BANCORPSOUTH BANK
5217 MARYLAND WAY
BRENTWOOD, TN 37027

LIEN AFFIDAVIT

(1-4 Family Real Estate no Transfer of Ownership)

DATE: 04/29/2011

BORROWER(S): FAWN T FENTON and JEFFREY FENTON

PROPERTY ADDRESS:
1986 SUNNYSIDE DRIVE
BRENTWOOD TN 37027
WILLIAMSON County

Credit Limit/Note Amt: $ 50000.00
(Maximum Allowed For This Program $250,000)

Account # 161000725759

I/WE ("Borrower") are the owner of the Property and there is no lien on the property listed above ("Property") nor has any lien upon the property been given or executed or contracted or agreed to be given or executed by the undersigned borrowers(s) ("Borrower") to any person except for (1) the liens disclosed below or (2) liens which will be discharged from the proceeds of the subject loan ("Loan").

First Lien: Renasant Loan Amount: $ 280,000.00

*Superior Lien(s) and all unverified loans with initial terms greater than 72 months indicated on Credit Bureau Report
*Superior Lien(s) refer to any lien in a position prior to our intended lien.

Superior Lien: Loan Amount: $

Superior Lien: Loan Amount: $

(list any additional liens on separate pages)

List all liens for which the subject Loan proceeds will be used to discharge (if applicable).

Lien: Loan Amount: $

Lien: Loan Amount: $

The undersigned hereby acknowledge(s) that this affidavit is executed for the purpose of inducing the lender named above to make the Loan and that the Lender will rely upon this affidavit in making the Loan and the information is correct and complete.

BORROWER(S):

Signature: Fawn T Fenton FAWN T FENTON Date: 4/29/11

Signature: JEFFREY FENTON Date: 4/29/11

Signature: _____ Date: _____

Signature: _____ Date: _____

Sworn to, by the above named borrower(s), on this 29th day of April, 20 11
Before me, a Notary Public for the County/Parish of Williamson and the state of Tennessee
My Commission Expires _____
(Notary Seal)

KIMBERLY HOLLINGSHEAD NOTARY PUBLIC STATE OF TENNESSEE WILLIAMSON COUNTY My Commission Expires January 2015

Notary Signature _____

QFS v 3.8.1 4/6/2011 I004X83740
00161000725759488011LIENAFF

lienaff.pg1 11/2005

2014-11-09 ADD Life Insurance on Wife, in the Amount Due on Marital Residence Mortgages, to Prevent Husband from Ever Becoming Homeless IF Something Tragically Happened to Wife, After Duplex was Forfeited

Ascend
Federal Credit Union

Activation Form

Accidental Death and Dismemberment Insurance Underwritten by Monumental Life Insurance Company, Cedar Rapids, Iowa

Fawn Fenton
1986 Sunny Side Dr, Brentwood, TN 37027-5404

800029337329 FENTO3 FVPZ258 S E

Please respond within 14 days

☑ **YES, I'd like to activate the $1,000 of no-cost insurance coverage, paid by Ascend Federal Credit Union by signing below and mailing this form.**

Also, please increase my coverage. I am eligible for up to $300,000 protection.
Yours starting at $1.00 a month per $10,000 of additional coverage for you or $1.50 a month to protect your family, too.

Please select your coverage amount. Acceptance guaranteed up to $300,000.
(Check one box only):

☑ **$300,000 (Recommended)**	☐ $100,000
☐ $150,000	☐ $50,000

Choose Family or Single Coverage:
When neither box is selected, you will receive single coverage. Please check one:

☐ **Family** (Covers you, your spouse and eligible children)
☑ **Single** (Covers you alone)

Beneficiary (please print clearly): JEFFREY R. FENTON

Relationship to you: HUSBAND

PLEASE DO NOT SEND MONEY. Simply sign and mail this form today.
I hereby activate the Accidental Death and Dismemberment Insurance underwritten by Monumental Life Insurance Company. If selecting additional insurance, I authorize my premium to be billed quarterly and remitted to the insurance company from my account. Coverage begins on the effective date stated on the Certificate of Insurance provided the first premium is paid. All coverage amounts reduce to 50% at age 70. I acknowledge that I have received, read and understand all insurance disclosures on the reverse side of this form.

A 0010 0163 19353 V001 004 FVPZ25

Signature: Fawn Fenton **Date** 11/9/2014

Must be signed by one of the addressees above.
For joint accounts, signer will be the primary insured. Must be age 18 or older.

AD1100GEM (Rev. 10/09)
Doug Smith, Licensed Insurance Agent #910348

Monumental Life Insurance Company
a Transamerica company

ACP1U1T1242
W-84930-A
R4/14
© 2007 Affinion Group
F-TA10897

Thank you for returning your completed Activation Form promptly.
Your Certificate of Insurance will be delivered to the verified address above.

Get This Valuable Protection With No Medical Exam! You Are Guaranteed Acceptance For This Accidental Death and Dismemberment Insurance

When Your Coverage Goes Into Effect

Basic and additional Accidental Death and Dismemberment coverage will become effective on the first day of the month on the next available quarterly effective date following receipt of your activation form. Your effective date will be shown in your certificate. Additional coverage is contingent upon our receipt of the first premium prior to the due date and during the insured's lifetime.

Charge Authorization

I hereby activate the Accidental Death and Dismemberment Insurance underwritten by Monumental Life Insurance Company. If selecting additional insurance, I authorize my premium to be billed quarterly and remitted to the insurance company from my account. Coverage begins on the effective date stated on the Certificate of Insurance provided the first premium is paid. All coverage amounts reduce to 50% at age 70. I acknowledge that I have received, read and understand all insurance disclosures on the reverse side of this form.

Each person participating in the plan will receive a certificate of insurance describing the exact coverage and benefits provided.

Rate Schedule

Benefit Amount:	**$300,000**	**$150,000**	**$100,000**	**$50,000**
Monthly Cost (Charged quarterly to your account):				
Single Coverage:	$30.00	$15.00	$10.00	$5.00
Family Coverage:	$45.00	$22.50	$15.00	$7.50
Covers You and/or Your Family for:				
Common Carrier Accidental Death	$600,000	$300,000	$200,000	$100,000
Other Accidental Death	$300,000	$150,000	$100,000	$50,000

All coverage amounts reduce to 50% at age 70. This reduction also applies even if you have attained the age of 70 when you first obtain coverage. See Family Coverage provision for complete Family plan details.

Rates may be changed on a class basis. We will provide written notice at least 31 days prior to any change.

F84930A (R 4/14) FCI1UIT1230002*

Monumental Life Insurance Company

a Transamerica company

Underwritten by: Monumental Life Insurance Company
The Plan Administrator is Affinion Benefits Group, LLC.
Policy Form AD1000GCM
Affinion Benefits Group, LLC is compensated for the placement of insurance and for the services it provides to customers on behalf of the insurance company; in addition to other compensation it may receive.
Compensation associated with this insurance program may be paid to sponsoring entities.
Doug Smith, Licensed Insurance Agent #910348

Questions? Call Monumental Life's Plan Administrator at 1-855-416-7385
Monday – Friday, 7:00 a.m. to 8:00 p.m., CST • Saturday, 8:30 a.m. to 5:00 p.m., CST

Important Information About Your Coverage

Ascend Federal Credit Union

520 Airpark Drive, P.O. Box 1210
Tullahoma, Tennessee 37388
(931)455-5441

ACCOUNT NUMBER	PAGE
2576580	1

SOCIAL SECURITY NUMBER	STATEMENT PERIOD FROM	TO
	01MAR15	31MAR15

8 E-STMT

Help Your Kids Get Wild about Saving

Now through April 30, open a youth account for your child and let her register to win prizes! Follow us on social media for giveaways all month long. Call 800-342-3086 for complete details

FAWN FENTON
1986 SUNNY SIDE DR
BRENTWOOD TN 37027

NOTICE: See reverse side for important information

SAVINGS Suffix 0

Your balance at the beginning of the period.....$ 25.40

Your new balance on 31MAR15.....$ 25.40

	Total for this period	Total year-to-date
TOTAL OVERDRAFT ITEM FEES	0.00	0.00
TOTAL RETURNED ITEM FEES	0.00	0.00

Dividends Paid To You In 2015 On Suffix 0 $ 0.01

CHECKING Suffix 7

No. 1002576580. Balance at the beginning of the period.....$ 250.70

Additions and miscellaneous withdrawals:

04MAR WITHDRAWAL-ACH-A-BEN-CON -90.00
AD&D855-416-7385 (INS PREM)

1 Withdrawals = 90.00 0 Deposits = 0.00 0 Checks Cleared

Your new balance on 31MAR15.....$ 160.70

	Total for this period	Total year-to-date
TOTAL OVERDRAFT ITEM FEES	0.00	0.00
TOTAL RETURNED ITEM FEES	0.00	0.00

To report a lost or stolen Freedom (Visa Check) Card after Credit Union Business Hours, call 1-800-250-9655.

Your Financial Summary

Your total Checking balances.....$ 160.70
Your total Savings balances.....$ 25.40

YTD Tax Summary

YEAR-TO-DATE INFORMATION FOR TAX PURPOSES:
Total non-IRA dividends earned
(May be reported to IRS as interest for this calendar year)..$ 0.01

*ASTERISK NEXT TO TRANSACTION DATE INDICATES THE DATE SHOWN IS THE EFFECTIVE DATE AND NOT THE TRANSACTION DATE.

2017-04-06 Fawn's $10k (13%) Raise that JEFF Negotiated for Her

March 22, 2017

FAWN,

PAYROLL INFORMATION

2017 Semi-WEEKLY PAY		**$ 3,326.89**	
MONTHLY PAY	**X2**	**6,653.78**	
2017 YEARLY PAY now	**X12**	**$79,845.36**	
5% RAISE 02/15/16 yearly		**-0.00-**	(Last raise 02/15/16)
2017 YEARLY PAY new		**$79,845.36**	
CHRISTMAS BONUS 2016		**6,216.00**	(after tax $4,000.00)
INSURANCE BENEFITS		**20,455.32**	
TOTAL PACKAGE		**$106,516.68**	

New	**Semi-Weekly pay amount**	**$ 3,326.89**	**(starts 02/15/16)**
	Monthly pay amount	**6,653.78**	
	Yearly pay amount	**$79,845.36**	

Thank you,

Loretta Hall
LH Accounting

Jeff Fenton

From:	Jeff Fenton
Sent:	Tuesday, March 28, 2017 11:50 PM
To:	Ken Adkisson
Cc:	Loretta Hall
Subject:	FW: Attached Image FYI
Attachments:	3197_001.pdf
Importance:	High

Ken,

I'm sorry, but this is insulting! To spend $12k on furniture and not even give a 5% Cost of Living increase to the BACKBONE of your entire company, is a pretty massive slap in the face! Especially after the year that you just had and the size of some of the contracts currently in your office.

Insurance costs **always go up!** We all have this wrestling match every year. An increase of only $1,000 per month for the **entire office**, is a lot less than what we anticipated for this year or experienced in years past. **It is the cost of doing business.** Is it WORTH it to have your own firm or not?

We can't budget bills with Christmas bonuses!

Fawn really should be receiving MONTHLY bonuses by now, depending upon the work in the office, or a Partner as you have mentioned to her in the past. At this point, neither of us expect either, but if you're going to keep her limited to her salary, please have the decency to at least match inflation each year with her raises!

Fawn is what holds your company TOGETHER and makes your life WORK!

There are too many Architecture firms in Nashville right now, seeking highly qualified staff, to treat her like she is the absolute last consideration in your budget!

I'm not telling Fawn that I sent this to you, but I'm hoping that you'll make this RIGHT.

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

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Jeff Fenton

From: Ken Adkisson <kadkisson@adkissonarchitects.com>
Sent: Wednesday, March 29, 2017 10:17 AM
To: Jeff Fenton
Cc: Fawn Fenton; Loretta Hall
Subject: Re: Attached Image FYI

Thanks for all your input and opinions.Fawn and I will continue to develop a compensation package that she is comfortable with.

Sent from my iPhone

On Mar 29, 2017, at 9:09 AM, Jeff Fenton <Jeff@Meticulous.tech> wrote:

> I've known several small companies who pay annual bonuses in the $20k - $30k range for their top tier staff.
>
> I'm not trying to belittle the Christmas bonus that you sometimes offer, I'm just saying that isn't unusual amongst top ranking professionals in my experience.
>
> Thanks.
>
> Jeff Fenton
> METICULOUS.tech
>
> Sent by my iPhone
>
> ---
>
> **From:** Ken Adkisson <kadkisson@adkissonarchitects.com>
> **Sent:** Wednesday, March 29, 2017 7:38:42 AM
> **To:** Jeff Fenton
> **Cc:** Fawn Fenton
> **Subject:** Re: Attached Image FYI
>
> Jeff, pls calm down. Fawn and I have not settled on a raise until we see what the new health insurance premiums will be. This is her suggestion. Pls remember that in addition to a $6,000.00 year end bonus, I'm paying for 100% of your health care. I doubt very few companies do that.
>
> Sent from my iPhone

1

Jeff Fenton

From: Fawn Fenton <ffenton@adkissonarchitects.com>
Sent: Wednesday, March 29, 2017 10:39 AM
To: Loretta; Jeff Fenton
Cc: Ken Adkisson
Subject: RE: Attached Image FYI

Ok all of you, we are done talking about this for now.
No more input needed.
Thanks,
Fawn

From: Loretta [mailto:lhallaccounting@yahoo.com]
Sent: Wednesday, March 29, 2017 9:35 AM
To: Jeff Fenton <jeff@meticulous.tech>
Cc: Ken Adkisson <kadkisson@adkissonarchitects.com>; Fawn Fenton <ffenton@adkissonarchitects.com>
Subject: Re: Attached Image FYI

Jeff,

Just FYI.
In the other companies that I am working with NONE of them paid full coverage for employee insurance. As a matter of fact Bubba work for Ford for 30 years, has been retired for 10. The company totally paid his insurance until 5 years ago. Times have changed. Large and small companies have found it hard to survive with with the rising cost of Insurance. Not only has healthcare insurance went through the roof, but the companies are also faced with liability insurance rising, workmens comp insurance, umbrella insurances, etc.....

From the email that Ken sent I did not see where an amount had been decided for raise or insurance deduction. The last that was discussed: was that the amount of salary would be addressed after insurance amounts were determined for this year.

We also have to keep in mind that in the past when jobs were few and money was low, salary was not adjusted. So are employees willing to adjust back if times get slim. ???

As far as furniture for the office. Adkisson has not bought new furniture in YEARS. This is an item that can be depreciated on taxes. Hopefully our NEW President will work for the companies to give them additional tax relief that was taken away by Obama.

In my opinion the compensation package should be decided between the employer and the employee.

Have a wonderful day!
Loretta

1

Jeff Fenton

From:	Jeff Fenton
Sent:	Wednesday, April 5, 2017 1:23 PM
To:	Ken Adkisson; Loretta
Cc:	Fawn Fenton (ffenton@adkissonarchitects.com)
Subject:	Two Alternate Pay Structures which I Believe would be FAIR and Successful for Your Firm | Assets & Tax Benefits: Stuff vs. PEOPLE
Attachments:	3197_001.pdf
Importance:	High

Hello Ken & Loretta,

Prompted by Loretta's email last Wednesday, I've invested some time contemplating different compensation structures and decided to share TWO with you here, both which I believe would be fair, equitable, and rewarding for both you and Fawn, while providing your company with an "emergency relief valve" if times got tough, as Loretta mentioned.

I do believe that Loretta made some good points in her email, but I also believe that some of her comments regarding the tax benefits of purchasing furniture over increasing salaries are mistaken, misleading, or incorrect.

Since I find myself working on my Schedule 'C' today for the IRS (which I am very familiar with for small business taxes), I decided to chime back in and share my thoughts, hoping that they be heard, so that no one be unnecessarily confused about this issue.

As for the depreciation and tax benefits of purchasing the new FURNITURE, I'm versed enough in tax code to understand that there is NO TAX benefit for writing off furniture which EXCEEDS the TAX BENEFITS of writing off employee SALARIES and BONUSES! Salaries and bonuses can be 100% WRITTEN-OFF in the SAME tax year, provided that you have enough income. IF at the end of the year, your business is operating at a loss, because of not enough income, then whatever portion of your operational expenses (salaries, bonuses, business interest, etc…) can be HELD OVER and written-off in subsequent tax years (much the same as "depreciation"). The TAX BENEFITS of investing in your PEOPLE always exceeds investing in your STUFF, as long as your income can support it! Likewise, if you want, you can FINANCE employee salaries and bonuses and WRITE-OFF the INTEREST from your line-of-credit (as long as you keep the line-of-credit purely for business expenses), exactly the same as you plan to write-off the INTEREST by financing the FURNITURE! Both expenses go on the exact same line of your Schedule-C: "Other Interest", and there is absolutely no TAX BENEFIT to financing STUFF over PEOPLE or PEOPLE over STUFF. The TAX BENEFITS for BOTH are IDENTICAL! It is simply a matter of which YOU PREFER to INVEST IN!

In reference to Loretta's question **"We also have to keep in mind that in the past when jobs were few and money was low, salary was not adjusted. So are employees willing to adjust back if times get slim. ???"**, I believe that the

answer to that question relies upon ONE simple factor: **How much Ken is willing to "share the wealth" when business is good!**

For the sake of illustrating this, I will just guess at some round numbers here, which sound fair to me:

- If **Ken** had a base salary (without benefits/insurance/etc...) of **$200k** per year.
- If **Fawn** had a base salary (without benefits/insurance/etc...) of **$125k** per year.
- If there were financial transparency between them, and Fawn was invited to weigh-in on significant financial decisions which could affect BOTH of their salaries.
- THEN I think that it would be ABSOLUTELY FAIR, if when business was down, that BOTH Ken and Fawn took temporary pay cuts, of EQUAL PROPORTION to their annual salaries.
    - For example, if it was a slow month, Fawn and Ken could both take a **25%** or even a **50%** cut off of their base salaries, to help keep the firm afloat.
    - Likewise, if the company caught back up, they could each receive bonuses to personally catch back up, which again should be EQUALLY PROPORTIONED to their annual salaries.
    - So hypothetically, in that scenario, **Ken's Annual Salary** would divide out to approximately **$16,700 per month**, and **Fawn's Annual Salary** would divide out to approximately **$10,400 per month**.
    - So if business was down and they each took a 25% pay cut for a couple of months, Ken would make around $12,500 and Fawn would make around $7,800 per month temporarily.
    - Similarly, if business was really bad and they needed to take a 50% pay cut for a month or two: Ken would make around $8,300 and Fawn would make around $5,200 per month temporarily.
    - **I think that Fawn would be very pleased with this arrangement,** I don't think that you'd hear any complaining out of her, provided there were financial transparency and she could see what to expect, when, and why.

If cash flow is a concern, then to keep operational costs down, another option would be to use a lower SALARY structure for BOTH, driven by monthly or quarterly BONUSES, equally proportionate again to their base salaries.

Below I will illustrate this pay structure, again guessing at round numbers which sound fair to me:

- If **Ken** had a base salary (without benefits/insurance/etc...) of **$150k** per year.
- If **Fawn** had a base salary (without benefits/insurance/etc...) of **$100k** per year.
- If there were financial transparency between them, and Fawn was invited to weigh-in on significant financial decisions that could affect BOTH of their salaries.
- THEN I think that it would be ABSOLUTELY FAIR, if when business was down, that BOTH Ken and Fawn took temporary pay cuts, of EQUAL PROPORTION to their annual salaries.

- So hypothetically, in this scenario, **Ken's Annual Salary** would divide out to approximately **$12,500 per month**, and **Fawn's Annual Salary** would divide out to approximately **$8,300 per month**.
- So with the sum of their two annual salaries being $250k per year, the **RATIO for COMPENSATION** here would be **60% for KEN**, and **40% for FAWN**.
- So then based upon some metrics for how much funding should be kept in the corporate bank account and when there is "excess" because business is booming (and you are both working a lot harder as a result), then you could figure out some calculation for MONTHLY or QUARTERLY BONUSES for both KEN and FAWN.
- In this scenario, say there is $30,000 "extra" to be distributed between you as a BONUS, then Ken would receive a bonus of $18,000 (in addition to his salary that month) and Fawn would receive a bonus of $12,000 (in addition to her salary that month).
- Likewise in this scenario, since Ken is fairly "sharing the wealth" during the "good/busy" times, if for some reason business took a downturn, then it is only FAIR that Fawn would share the burden by taking a temporary pay cut with Ken, once again EQUALLY PROPORTIONED to their annual salaries, so as to distribute the burden FAIRLY.
- So if business was slow and they each took a 25% pay cut for a couple of months, Ken would make around $9,375 and Fawn would make around $6,225 per month temporarily.
- If deeper cuts were necessary, as long as they remain equally proportioned to their annual salaries, I don't believe that Fawn would have any problem with it.
- To me this seems like a significantly more FAIR compensation plan, for what Fawn brings to Adkisson & Associates, rewarding her appropriately for when she must work much harder, while protecting the company from higher committed salaries.
- However, to choose NOT to "share the wealth" during the good times (except for a small bonus at Christmas… maybe), but to consider asking employees to take a pay cut during the hard times, I find completely unfair, unrealistic, and to be honest, quite offensive.

Ultimately I agree that it is up to FAWN to negotiate for a more fair and favorable compensation package from Ken. When society talks about women making less money than men in the workforce, I believe that this is the primary reason WHY: because women typically aren't very aggressive negotiators, so they are often taken advantage of by their employers and paid LESS than they are WORTH. That upsets me, I want to stand-up for Fawn, speak the TRUTH, and DEFEND her, but at the end of the day, if Fawn doesn't demand more, and Ken can get away with paying less, the odds are that he will continue to do so.

Regarding what both Ken and Loretta have pointed out, about Ken being one of the only companies left today, who provides 100% employer paid health care, as I stated to Ken earlier, both Fawn and I recognize that and appreciate it. With that being said, we also recognize that this company paid expense/employee benefit is part of Fawn's "compensation package", which she negotiated for at her time of hiring. This is not and was never offered as a "gift", or just some "kind gesture", but is a

portion of Fawn's COMPENSATION, for which she has agreed to be employed by Adkisson/Harrison, and now Adkisson Architects.

Personally, I believe that is the main reason why Loretta provides each staff member with the attached annual financial summary, so that each employee can clearly SEE, be reminded, and understand how much they are COSTING the company; to help make an $80k per year salary feel more like a $100k per year salary, again because of the enormous health care expenses.

I have no argument about how INSANELY health care costs have risen for the past several years, but I can't change that either. From my understanding, larger companies survive it better than smaller firms, simply because of the greater diversity of age between their employees, whereas Ken's company is the wort possible demographic regarding health care costs (Everyone insured is old, overweight, and sickly – myself included ☺.) Insurance for your firm was actually CHEAPER when Tyler was employed, simply because he brought down the AVERAGE AGE for your small group plan.)

At the end of the day, $80k is still all that we can budget our bills on (with absolutely no provisions for retirement). It is NOT a very substantial increase since Fawn was HIRED, though her responsibilities have increased 10-fold. Over the past decade, Fawn has faithfully served Ken's company, through the company's UPS and DOWNS, even when Adkisson Architects looked destined to fold, yet she refused to abandon Ken to save her own neck, but risked everything to hang-on! Even now, when I show Fawn advertisements for BETTER opportunities with larger firms, and I encourage her to take the NEXT STEP toward advancing her career, although Fawn can clearly "read the writing on the wall" and she agrees with my conclusions, Fawn's largest concern by FAR, is what will happen to Ken? The office? Bob and Don who couldn't get a job drafting anywhere else? (Because they only know how to use Microstation, which is NOT the industry standard for drafting.) Fawn keeps putting on the "OWNER'S HAT" and CARING about the COMPANY, but when it's time for her bi-monthly paycheck, the company sees her as just another employee, and compensates her accordingly.

So WHY do I MENTION this when Fawn has so far chosen not to confront Ken about it? Because I believe that there is still HOPE and an OPPORTUNITY HERE for GROWTH and PROSPERITY, for both KEN and FAWN, IF Ken is willing to explore some significant changes. On the other hand, it is my belief that Fawn has already given-up, and believes that her employment opportunities have already "topped-out" here with Ken, and that she'll NEED to move-on in order to move-up. The timing of which I'm not sure of, and I wish I could influence more significantly.

If nothing else, I'm hoping that this will serve as a "head's-up" for Ken, so that he can either ponder changing or prepare for the inevitable, so that when Fawn is frustrated enough and ready, she won't feel a huge "transitional obligation" to Ken and his firm, as she moves on to explore greener pastures.

Respectfully,

4

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
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April 6, 2017

FAWN,

PAYROLL INFORMATION

2017 Semi-WEEKLY PAY		$ 3,326.89	
MONTHLY PAY	X2	6,653.78	
2017 YEARLY PAY now	X12	$79,845.36	
13% RAISE 04/06/17 yearly		$10,154.64	(Last raise 02/15/16)
2017 YEARLY PAY new		$90,000.00	
CHRISTMAS BONUS 2016		6,216.00	(after tax $4,000.00)
INSURANCE BENEFITS		20,455.32	
TOTAL PACKAGE		$116,671.32	

New	Semi-Weekly pay amount	$ 3,750.00	(starts 04/15/17)
	Monthly pay amount	7,500.00	
	Yearly pay amount	$ 90,00.00	

Thank you,

Loretta Hall
LH Accounting

2017-04-27 Jeff CHOSE to TERMINATE Adkisson IT Contract Story NARRATIVE was FALSE Again that I did Damage and was FIRED!

Jeff Fenton

From:	Ken Adkisson <kadkisson@adkissonarchitects.com>
Sent:	Thursday, April 27, 2017 4:01 PM
To:	Jeff Fenton
Cc:	Fawn Fenton; Loretta
Subject:	RE: IT & Web Work

Thank you Jeff,we certainly appreciated your efforts. Good luck in the future.

Ken Adkisson, President
Adkisson & Associates, Architects, Inc.
3322 West End Ave., Suite 103
Nashville, Tennessee 37203
(615) 298-9829
kadkisson@adkissonarchitects.com

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]
Sent: Thursday, April 27, 2017 2:50 PM
To: Ken Adkisson
Cc: Fawn Fenton; Loretta
Subject: IT & Web Work
Importance: High

Hello Ken,

It doesn't look like this relationship is going to work out anymore. Fawn tells me that you have a new IT guy that you want to try, and really I've reached my limit of what I'm willing to put up with, for what I'm being paid.

One thing that I just won't tolerate is **people taking bad about me behind my back**, while I'm honestly trying to HELP them by extending the life of their equipment, considering every EXPENSE and every DECISION as if it were my OWN money and equipment, while working on nights and weekends so not to disturb the workflow of your office, etc… Every other tech guy you will pay $$ plus you will pay your drafters to stand around the office with their thumbs up their butts while he works on their computers. When was the last time that your office had any DOWN-TIME due to mechanical failures?

When was the last time that you had to kick-out thousands of dollars unexpectedly because of surprise system failures? I believe that you have FORGOTTEN how GOOD you have had it (technologically), for the past few years!

The problem with anticipating and meeting people's needs BEFORE there is a CRISIS, is they frequently fail to RECOGNIZE or APPRECIATE the WORK that I did to make that possible! I used to think that you could see it, and recognized that it was a "win/win" relationship between us, but not anymore.

1

How would you FEEL **if I talked bad to Fawn about your WIFE all day?** I'm not going to play that game.

Since you can no longer realize the VALUE which I bring to your organization **on my own,** I'm out!

If you are agreeable, I will refund your $2,500 deposit for your website rebuild, minus any reimbursable expenses (very minor), and a few office tech expenses which I have not yet billed you for. Then you can go hire ANYONE that you want to build your website, **it will be OFF MY PLATE!** I wish that it hadn't taken me so long to reach this conclusion, your website rebuild was the LAST web project that I've accepted (I've been turning people down for two years), because of how much TIME and coordination they require with clients to complete, yet I never seemed to be able to find TIME to rebuild your site, so I failed. I'd rather accept that and move forward, than continue to make empty promises and waste more of my TIME and YOURS.

Likewise, I'd like to end ALL of MY business with your company. I don't want Fawn to be stuck in the middle anymore. So if you need IT help, even if it is the smallest question that Fawn knows that I can answer in two minutes, please don't ask Fawn or anyone else to call me. I'm DONE! I will even refuse to help my loving wife, with any problems which she encounters in YOUR OFFICE.

I've provided detailed NOTES about most of the work that I performed inside the [IT] folder on your Server's desktop, so that someone could easily follow behind me. If they can't find the information they need there, then I'm sorry, they'll need to figure it out the same way that I did. I've tried to be very open and to document my work, but it all takes TIME, which costs more money… and no one is perfect. I'm not interested in being your on-call knowledgebase for any price. That's someone else's problem now!

Please hire a local website / hosting company / registrar / and administrator whom you personally TRUST (they can easily steal your digital assets, domain names, etc… if they are not TRUSTWORTHY.) I would like to get all of your digital assets (website/domain names/etc…) off of my servers and out of my accounts as soon as possible. It's not an emergency, I think that probably a month should be a reasonable amount of time for you to have that work completed, if not then please two months at the most. I will pro-rate and refund any unused hosting time once it is all completed. (Please make sure that the people you HIRE are COMPETENT to do all the work on their OWN. At your direction, I will provide them with the server address and credentials that they need to remove your website from my server, as well as to port your domain names from my registrar's reseller account to their own. I will not be responsible in assisting ANYONE with the migration of your website and domain names, the changing or setup of your DNS to work with the new host or to continue to work with your existing email accounts, or to ensure that your web assets are transferred properly and WORK on the new server space, or the domains with the new registrar, EXCEPT TO THE EXTENT THAT I RELASE THEM FREELY. (You should be careful, a lot of people/companies will hold your website and domain names HOSTAGE, I don't play that game!)

2

I recommend that you ensure that your new webhost/registrar is a MICROSOFT PARTNER, familiar with Office-365, so that they can take over the "DELEGATED ADMINISTRATION" for your Office-365 account, and prevent any disruptions in your email flow after moving your domain names or site out of my accounts. I will not have ANY responsibility to FIX someone else's screw-ups! My responsibility shall be limited to maintaining your service until I've surrendered your credentials, and to release your web assets forthwith. Beyond that, all that I can recommend, is that you hire COMPETANT and EXPERIENCED people! (The slightest screw-up and your whole office's email could stop working for days, as they try to isolate and fix the problem. IF that happens, it will be beyond the scope of my responsibility!) Once ANYONE else has credentials to access or move your digital assets, they ALONE are responsible for anything and everything that happens there forward.

I will hold $500 from the deposit of your refund to charge you for any of my time/mileage required to return your assets (both digital and physical) and complete this transition. From this point forward, all my TIME will be billed at my normal rate of $45 per hour, as by this notice our service agreement is now officially terminated. Upon final completion, I will return to you any remaining funds or bill you for any overages.

I will be returning to your office ALL of your DISASTER RECOVERY DRIVES from my fire vault, which you should pay to keep off-site in a safe deposit box again, in case of an emergency. Should you ever need to restore any of those images, you will need to hire a tech who is competent with partition and full-disk CLONING, using software such as Clonezilla, NovaBackup, Acronis True Image, and Windows 7 Backup Images.

For a few years I believed that this relationship was mutually beneficial, I regret that it did not end better, but I prefer to accept the reality than to continue with the current tension.

I hope for nothing but the best for you and your business in all your future endeavors.

Sincerely,

(On the bright side, this should be my last LONG email! ☺)

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

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2017-08-28 CUSTOM "NO TRESPASSING" SIGNS DESIGNED BY WIFE AT HER WORK, USING THEIR CAD SOFTWARE! THIS WAS MS. STORY'S CHIEF "EVIDENCE" TO ASSASSINATE MY CHARACTER WRONGFULLY ATTRIBUTED TO ME, COURT CALLS "DISTURBING"

(THEY LIED AGAIN TO "MONSTRATIZE" ME!)

Invoice

The Sign Center
Since 1987

The Sign Center
7107 Crossroads Blvd., Suite 104
Brentwood, TN 37027
ph.: 615-377-0148
fax:. 615-377-4742
email: Dave@TheSignCenterUSA.com

Invoice: 37535

Description: **custom routed shape Trespassing sign**
Customer: Jeff Fenton
Fenton, Jeff
ph: (615) 837-1301
Salesperson:
email: Jeff@FentonMail.com

Product	Font	Qty	Sides	Height	Width	Unit Cost	Item Total
1 ALUM .080 (Pre Cut)		2	1	36	24	$217.50	$435.00

Color: custom on custom
Description: Aluminum (.080) Sign
Text:

Payments Received (thank you)

Date	Amount	Payment Method	Tracking Number
8/28/2017 4:44:04PM	$275.24	Cash	
8/3/2017 3:22:37PM	$200.00	Cash	
Total Payments:	$475.24		

Other Payments: _____
Form of Payment / Amount / Initials

Ordered: 8/3/2017 3:16:38PM
PickedUp: 8/28/2017 4:34:16PM
Printed: 8/28/2017 4:44:45PM
Status: Closed

Notes:

Line Item Total:	$435.00
Subtotal:	$435.00
Taxes:	$40.24
Total:	$475.24
Total Payments:	$475.24
Balance Due:	$0.00

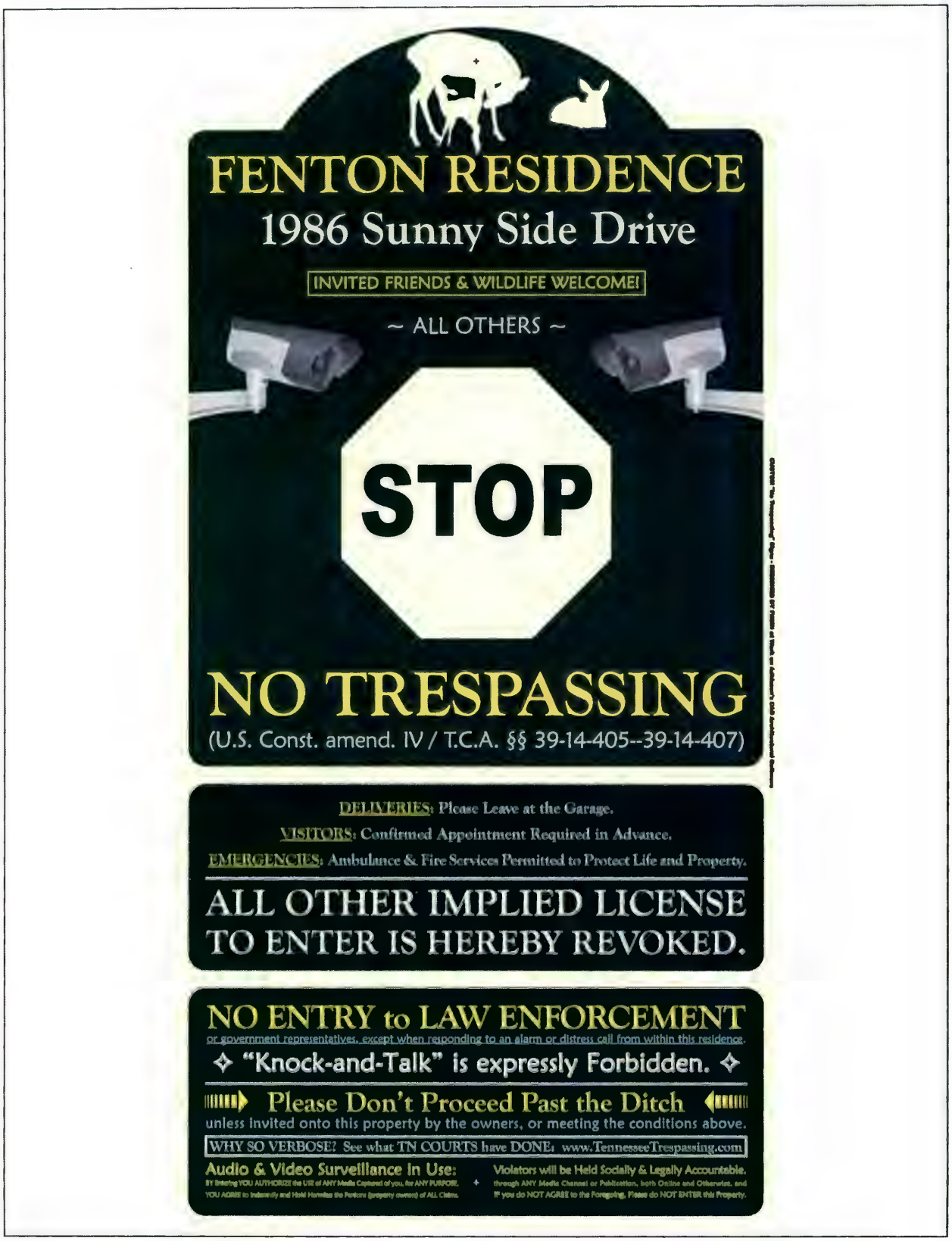
ATTN: Jeff Fenton
Fenton, Jeff
7101 Executive Center Dr.
Suite 147
Brentwood, TN 37027

Payment due upon completion of order.

Received/Accepted By: _____ / /

Almost Professional. Everytime. Guaranteed.

CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Adkisson's CAD Architectural Software


FENTON RESIDENCE
1986 Sunny Side Drive
INVITED FRIENDS & WILDLIFE WELCOME!
~ ALL OTHERS ~
STOP
NO TRESPASSING
(U.S. Const. amend. IV / T.C.A. §§ 39-14-405--39-14-407)
DELIVERIES: Please Leave at the Garage.
VISITORS: Confirmed Appointment Required in Advance.
EMERGENCIES: Ambulance & Fire Services Permitted to Protect Life and Property.
ALL OTHER IMPLIED LICENSE TO ENTER IS HEREBY REVOKED.
NO ENTRY to LAW ENFORCEMENT
or government representatives, except when responding to an alarm or distress call from within this residence.
✧ "Knock-and-Talk" is expressly Forbidden. ✧
Please Don't Proceed Past the Ditch
unless invited onto this property by the owners, or meeting the conditions above.
WHY SO VERBOSE? See what TN COURTS have DONE: www.TennesseeTrespassing.com
Audio & Video Surveillance in Use:
Violators will be Held Socially & Legally Accountable.

Jeff Fenton

From:	Fawn Fenton <ffenton@adkissonarchitects.com>
Sent:	Wednesday, August 2, 2017 6:13 PM
To:	Jeff Fenton
Subject:	RE: Very Minor Change in Dimensional PDF WITH BLEED
Attachments:	Jeffy Sign_Bleed Dimensions.pdf

Ok here it is

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]
Sent: Tuesday, August 01, 2017 10:50 PM
To: Fawn Fenton <ffenton@adkissonarchitects.com>; Fawn Fenton <fawn@fentonmail.com>
Subject: Very Minor Change in Dimensional PDF WITH BLEED

Hello Lovie,

Can you please make just one minor change for me of the ONE dimensional PDF, which includes the BLEED?

I'd like to change the LABEL on the bottom of the page:

- FROM: "DIMENSIONS OF PRINT COPY WITH BLEED"
- TO: "DIMENSIONS OF OVERPRINT COPY WITH ¼" BLEED"

Exactly as quoted above please! I know that I gave you the wording last time, but in working on this I've remembered that the term "overprint" is what is commonly referred to as the copy WITH Bleed, and that it would be helpful to specify the exact amount of bleed used throughout.

That is the ONLY change. Please just the highlighted text above (without the highlight), replacing the label at the bottom of the sheet.

Everything else is PERFECT!

THANKS LOVIE!!!

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

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WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!

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CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Adkisson's CAD Architectural Software

Jeff Fenton

From: Fawn Fenton
Sent: Sunday, July 23, 2017 7:51 PM
To: Fawn Fenton; Jeff Fenton
Subject: deer graphics for sign

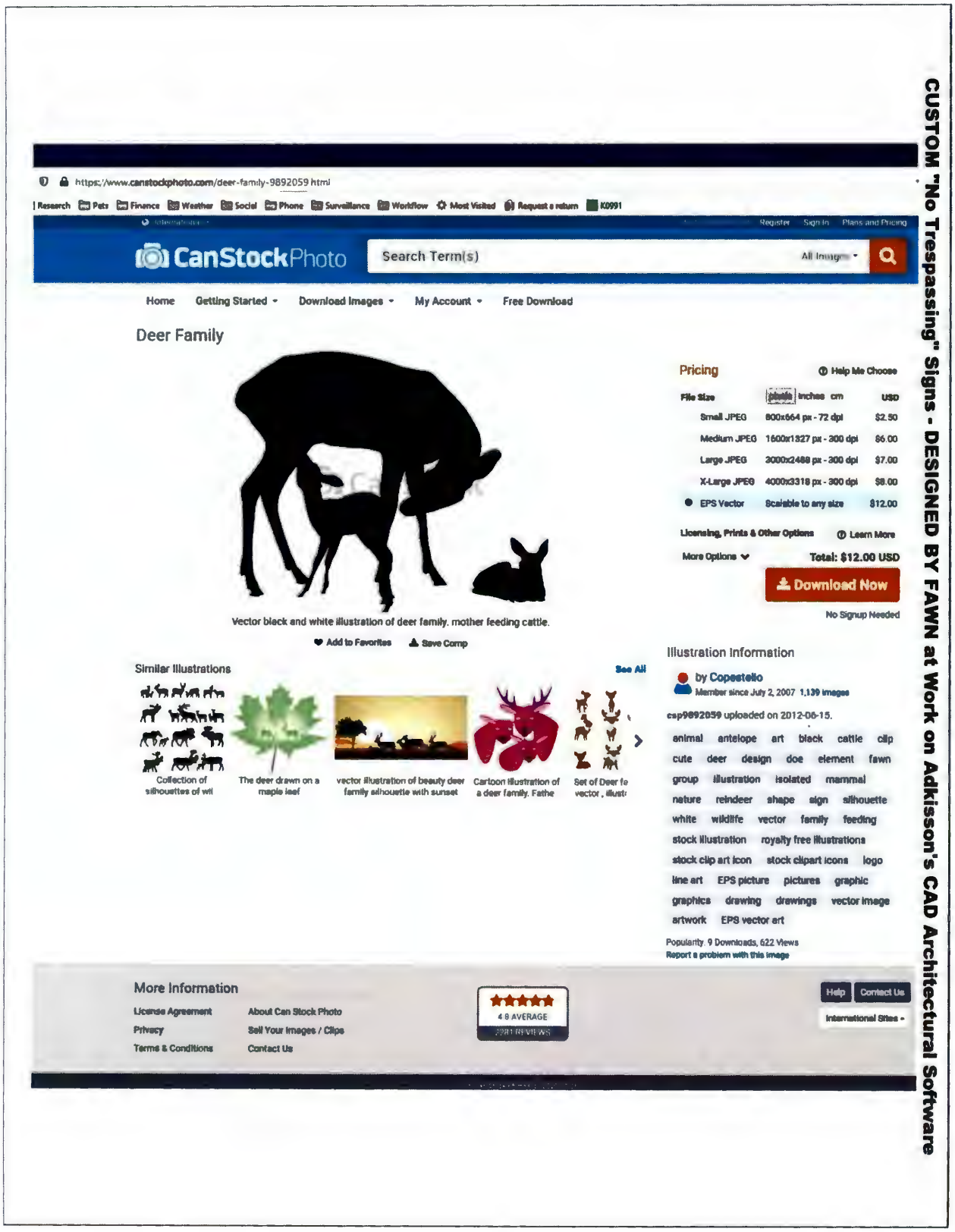
http://www.canstockphoto.com/deer-family-9892059.html

http://www.canstockphoto.com/whitetail-deer-silhouettes-4347808.html

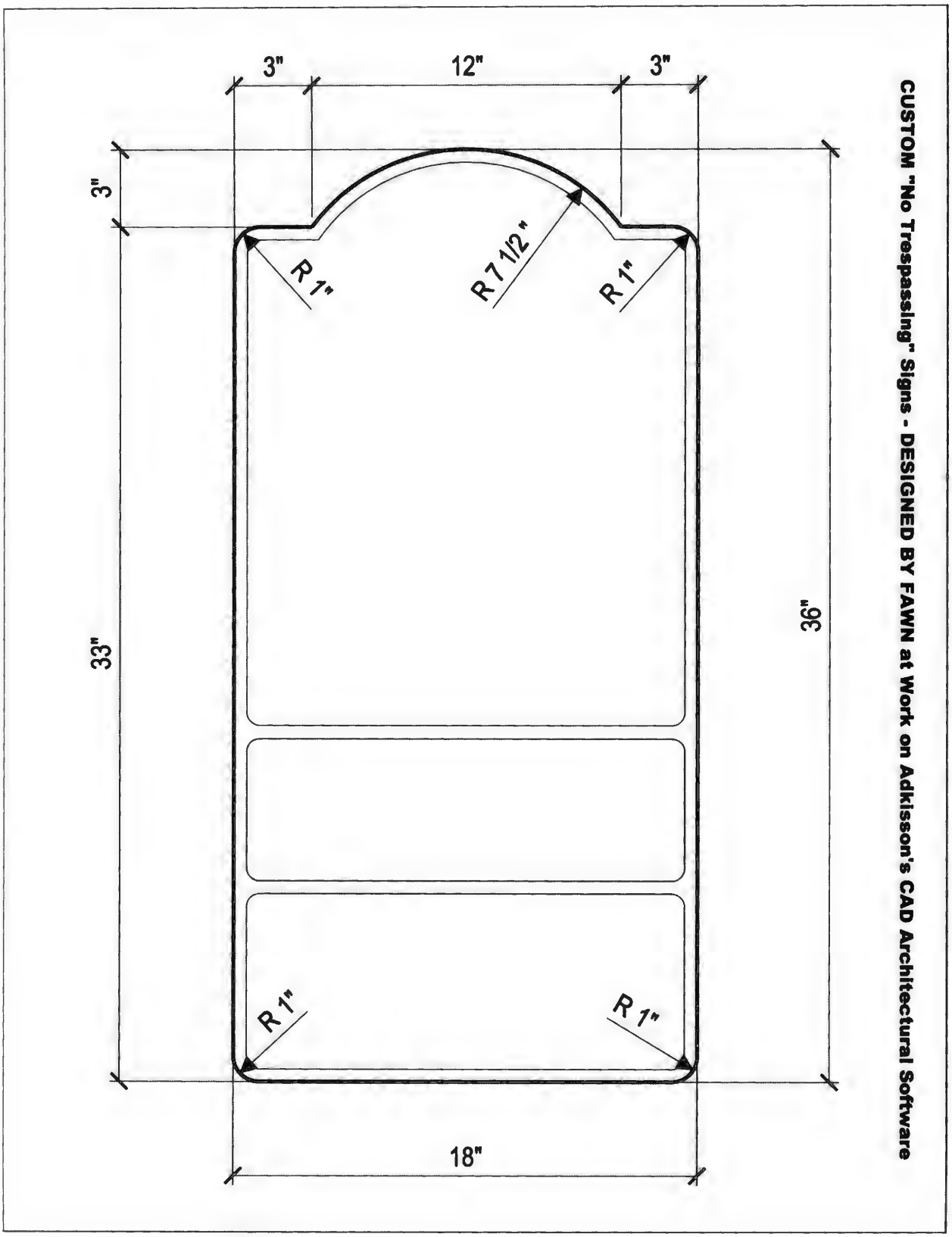
Sent from Mail for Windows 10

1

CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Adkisson's CAD Architectural Software



CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Adkisson's CAD Architectural Software


3"
12"
3"
3"
R 1"
R 7 1/2"
R 1"
33"
39"
R 1"
R 1"
18"
CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Adkisson's CAD Architectural Software

Jeff Fenton

From: Fawn Fenton <ffenton@adkissonarchitects.com>
Sent: Friday, July 28, 2017 3:30 PM
To: Jeff Fenton
Subject: RE: Sign!
Attachments: Jeffy Sign2.dgn

Here's the Microstation file, just in case.

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]
Sent: Friday, July 28, 2017 2:24 PM
To: Fawn Fenton <ffenton@adkissonarchitects.com>
Subject: RE: Sign!

Cool! So that is the v2000, right?

Can you send me the microstation master just to have, or have changes been made in the AutoCad version, where it is now the working master?

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

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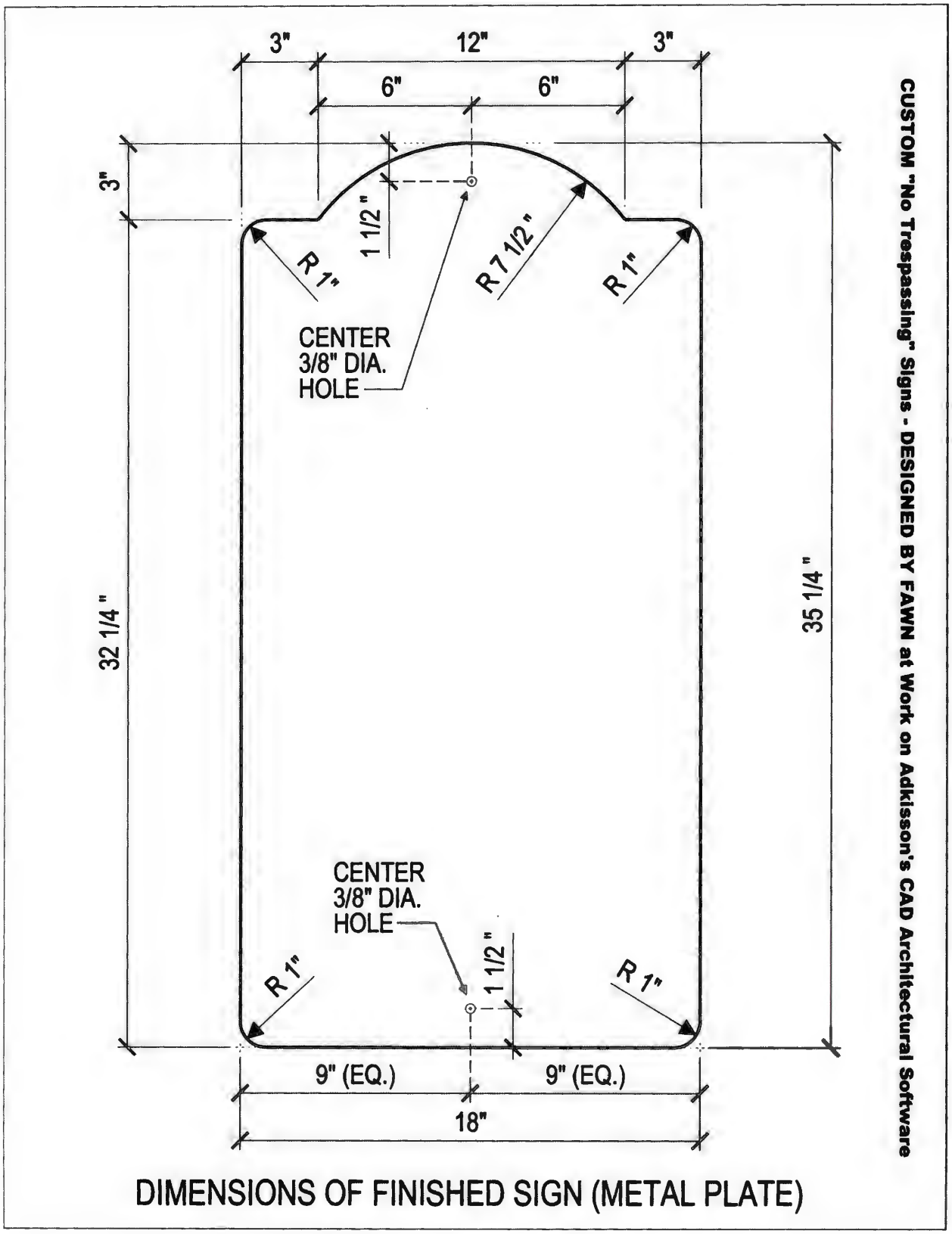
From: Fawn Fenton [mailto:ffenton@adkissonarchitects.com]
Sent: Friday, July 28, 2017 2:21 PM
To: Jeff Fenton <Jeff@Meticulous.tech>
Subject: Sign!

Whee.... Autocad finally came up!
I changed the layer names to be descriptive of exactly what they are. I added a layer for the 1/4" outside bleed lines. Let me know if this isn't what you wanted.

1

CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Adkisson's CAD Architectural Software



DIMENSIONS OF FINISHED SIGN (METAL PLATE)

Jeff Fenton

From:	Fawn Fenton <ffenton@adkissonarchitects.com>
Sent:	Monday, July 31, 2017 9:11 PM
To:	Jeff Fenton
Subject:	RE: Sign PDFs
Attachments:	Jeffy Sign_Master.dgn

CAD File Master.....

From: Fawn Fenton
Sent: Monday, July 31, 2017 8:06 PM
To: 'Jeff Fenton' <Jeff@Meticulous.tech>
Subject: RE: Sign PDFs

Again...

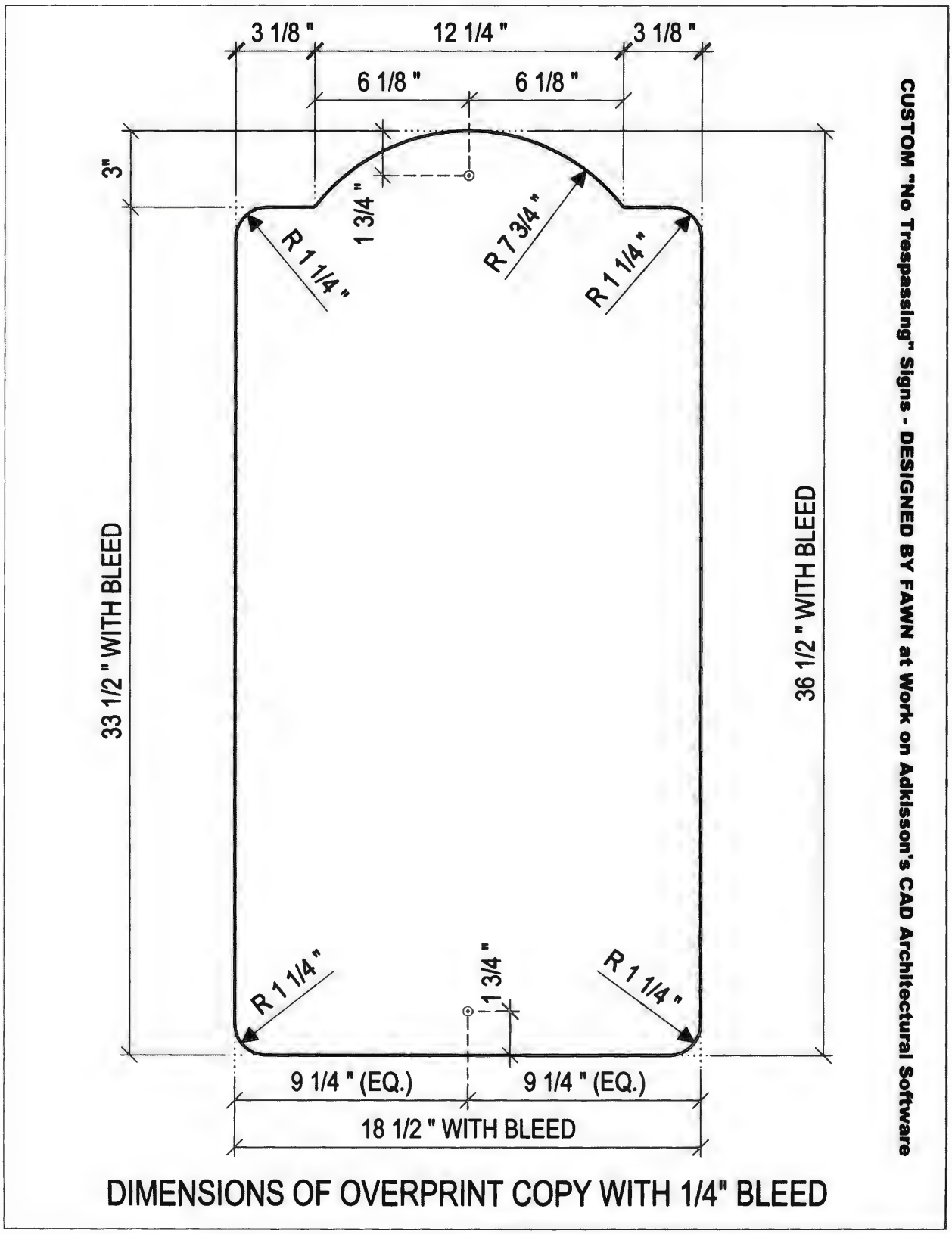
From: Fawn Fenton
Sent: Monday, July 31, 2017 7:47 PM
To: 'Jeff Fenton' <Jeff@Meticulous.tech>
Subject: RE: Sign PDFs

Revised again....

From: Fawn Fenton
Sent: Monday, July 31, 2017 7:41 PM
To: 'Jeff Fenton' <Jeff@Meticulous.tech>
Subject: Sign PDFs

Revised PDFs....

CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Adkisson's CAD Architectural Software


3 1/8 "
12 1/4 "
3 1/8 "
6 1/8 "
6 1/8 "
3"
1 3/4 "
R 1 1/4 "
R 7 3/4 "
R 1 1/4 "
33 1/2 " WITH BLEED
36 1/2 " WITH BLEED
R 1 1/4 "
1 3/4 "
R 1 1/4 "
9 1/4 " (EQ.)
9 1/4 " (EQ.)
18 1/2 " WITH BLEED
CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Adkisson's CAD Architectural Software
DIMENSIONS OF OVERPRINT COPY WITH 1/4" BLEED

Jeff Fenton

From: Fawn Fenton <ffenton@adkissonarchitects.com>
Sent: Wednesday, August 2, 2017 11:11 AM
To: Jeff Fenton
Subject: RE: TN Code (Combining Lines)

Thanks!

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]
Sent: Wednesday, August 02, 2017 9:59 AM
To: Fawn Fenton <ffenton@adkissonarchitects.com>; Fawn Fenton <fawn@fentonmail.com>
Subject: RE: TN Code (Combining Lines)

http://www.tennesseedefenselitigation.com/BlogEntry.aspx?id=37

T.C.A. §§ 39-14-405--39-14-407

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

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From: Jeff Fenton
Sent: Wednesday, August 02, 2017 9:43 AM
To: Fawn Fenton <ffenton@adkissonarchitects.com>
Subject: RE: TN Code (Combining Lines)

Looks like it would be like this: T.C.A. §§ 39-14-405 to 39-14-407

Based on this example: N.D.C.C. §§ 11-01-09, 11-01-11, 11-01-15 to 11-01-19.

From this webpage: https://www.ndcourts.gov/court/citation/III.A.htm

JEFF FENTON
METICULOUS.TECH

1

CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Adkisson's CAD Architectural Software

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From: Fawn Fenton [mailto:ffenton@adkissonarchitects.com]
Sent: Wednesday, August 02, 2017 9:29 AM
To: Jeff Fenton <Jeff@Meticulous.tech>
Subject: RE: TN Code (Combining Lines)

I have spent 10-15 minutes searching online, and I still don't know the answer to this... I will have to look at it later this afternoon.
Sorry!

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]
Sent: Wednesday, August 02, 2017 9:07 AM
To: Fawn Fenton <ffenton@adkissonarchitects.com>; Fawn Fenton <fawn@fentonmail.com>
Subject: TN Code (Combining Lines)

Lovie,

How would this be expressed:

- T.C.A. § 39-14-405
- PLUS
- T.C.A. § 39-14-406

How would that be combined and denoted?

T.C.A. § 39-14-405, 406?

I need the line to be a little longer to justify with all the other lower lines. ☺

Gracias!

JEFF FENTON
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(615) 837-1301 MOBILE
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2

CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Adkisson's CAD Architectural Software

Jeff Fenton

From: Fawn Fenton <ffenton@adkissonarchitects.com>
Sent: Wednesday, July 26, 2017 6:48 PM
To: Jeff Fenton
Subject: FW: Hikvision Video Surveillance | Scheduling a Lunch & Learn

Heh, FYI....

From: Zach.Geiser [mailto:Zach.Geiser@hikvision.com]
Sent: Wednesday, July 26, 2017 12:27 PM
To: Fawn Fenton <ffenton@adkissonarchitects.com>
Subject: RE: Hikvision Video Surveillance | Scheduling a Lunch & Learn

Hi Fawn,
Not a problem and thank you for the information. If the high school would like to look into Hikvision solutions, please feel free to pass my information along. On average we are able to save 30% on cost in comparison to our competitors, which is often key in being able to provide quality systems to education projects as they tend to have tighter budgets. We also have 3-5yr warranties, and have a product failure rate less than 1%.

If I can be of any help on future projects, please do not hesitate to reach out as I am happy to consult with you. I will also be sure to get you're A&E online portal registration approved so that you have access to the resources there.

Have a great day!

Best Regards,

Zach Geiser
Business Development Associate
A&E Program, Mid-Atlantic
NJ • PA • MD • DE • DC • VA • WV • TN • KY
☎ 609.235.2624
✉ zach.geiser@hikvision.com

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View and Download the 2017 Spring/Summer PQG

Read the cybersecurity interview conducted by SSI Magazine with the President of Hikvision, Jeffery He:

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1

CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Adkisson's CAD Architectural Software

From: Fawn Fenton [mailto:ffenton@adkissonarchitects.com]
Sent: Monday, July 24, 2017 6:04 PM
To: Zach.Geiser
Subject: RE: Hikvision Video Surveillance | Scheduling a Lunch & Learn

Hi Zack,

Thanks for following up. My apologies for not getting back to you earlier; I am working on a project where the client had decided they wanted a video surveillance system (at a new restroom/concessions/meeting building of a high school track and football field that we are building), and I had started researching possible systems; however, the school decided they will provide the security system under a separate contract themselves, so that is not in my scope of work now. I will certainly let you know if we come across another opportunity in the future; I have always heard good things about HikVision's systems.

We are a small architectural office, and we do not normally entertain lunch-n-learns; myself and Ken Adkisson are the only two licensed architects, and we typically pursue education on separate paths. In any case, I am glad to have your contact information now, and will keep you on file if we can use your services on a future project.

Best wishes,

Fawn Fenton
Adkisson & Associates, Architects, Inc.
3322 West End Ave., Suite 103
Nashville, Tennessee 37203
(615) 298-9829
ffenton@adkissonarchitects.com

From: Zach.Geiser [mailto:Zach.Geiser@hikvision.com]
Sent: Monday, July 24, 2017 3:11 PM
To: Fawn Fenton <ffenton@adkissonarchitects.com>
Subject: Hikvision Video Surveillance | Scheduling a Lunch & Learn

Hi Fawn,

My name is Zach Geiser, and I am the Mid-Atlantic A&E Business Development Manager at Hikvision – world's largest video surveillance manufacturer.

I will be in the Tennessee region either the last week in August, or 1st week in September, and I am curious if might we be able to arrange a Lunch N' Learn with the electrical engineering, technology integration, or security design team sometime within that timeframe? Our objective would be to introduce Hikvision at a high level, review our latest products and technologies, as well review our recently implemented A&E program / online portal. I would greatly appreciate the opportunity, and would be great to learn how I can best be a resource to Adkisson& Assoc. on projects with a CCTV element moving forward. My goal is to make the design/specification process as easy as possible, as Hikvision would love to be considered as an approved equal manufacturer / the basis of on various projects whenever possible!

Thank you for your time & assistance - I look forward to your feedback and the prospect of meeting you in person! Feel free to let me know any available dates you might have from **August 28th to September 8th**, and I will be happy to pencil in the date and send over a meeting invitation.

Have a great day!

Best Regards,

CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Adkisson's CAD Architectural Software

Zach Geiser
Business Development Associate
A&E Program, Mid-Atlantic
NJ • PA • MD • DE • DC • VA • WV • TN • KY
☎ 609.235.2624
✉ zach.geiser@hikvision.com

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View and Download the 2017 Spring/Summer PQG

Read the cybersecurity interview conducted by SSI Magazine with the President of Hikvision, Jeffery He:

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Case 1:23-cv-01097-PLM-RSK ECF No. 1-27, PageID.1463 Filed 10/13/23 Page 94 of 150

2017-09-13 MS. FENTON'S MOTHER LIKES THE SIGNS & CAMERAS FOR HER SAFETY, ACCORDING TO TEXTS WITH HER BROTHER

9/13/17, 12:30 PM to Mark [redacted]

Don't waste your time on the "house rules" revision, I don't think we will post them. Thanks

9/13/17, 8:47 PM from Mark [redacted]

My mom forwarded your letter to me. She read it multiple times. Trying to absorb it, not sure what to believe.

But I will tell you, good job. It's a good letter. Now is a great time to back off and shut up! □ let it sink in and focus on your actions. Don't say anything else that might fuck it up.

9/13/17, 10:19 PM to Mark [redacted]

Thanks! Fawn said Amen!

9/13/17, 10:21 PM to Mark [redacted]

I shared with Fawn that I told you about Bk and foreclosure and weren't judgmental, I also shared some of the emails I sent you, which I CC'd you on, so you'd know I shared it.

Thanks again for your help!

9/14/17, 12:53 PM from Mark [redacted]

Sure thing Jeff, I hear you. I'll probably reach out to Fawn soon to catch up.

Also, my mom told me that one positive aspects that she likes about you is your safety. She likes the cameras, the signs, etc! She said it gives her confidence that Fawn is safe at home.

Case 1:23-cv-01097-PLM-RSK ECF No. 1-27, PageID.1464 Filed 10/13/23 Page 95 of 150

Case 1:23-cv-01097-PLM-RSK ECF No. 1-27, PageID.1465 Filed 10/13/23 Page 96 of 150

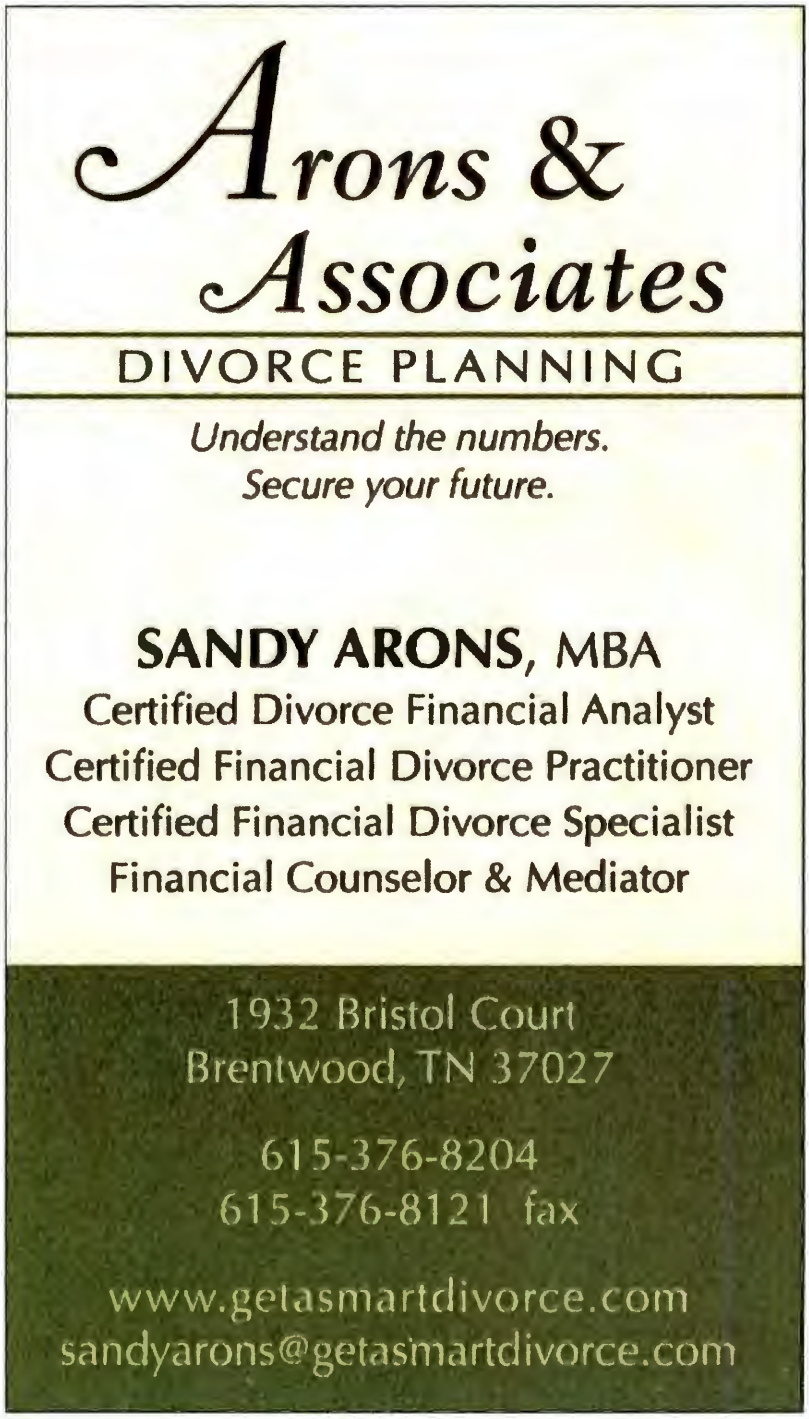
WIFE'S SECRET CONTESTED DIVORCE #1 (DOCKET #47426)
DIVORCE ATTORNEY W. EDWARD PORTER IV (#033893)

496 ADD MY COUNTER COMPLAINT
497
498

HUSBAND'S COLLABORATIVE DIVORCE ATTEMPTS

SANDY ARONS, MBA, CERTIFIED DIVORCE FINANCIAL ANALYST, CERTIFIED FINANCIAL DIVORCE SPECIALIST, ACCREDITED FINANCIAL COUNSELOR & MEDIATOR

2018-07-12 SANDY ARONS, MBA, CERTIFIED DIVORCE FINANCIAL ANALYST, CERTIFIED FINANCIAL DIVORCE PRACTITIONER, SPECIALIST, FINANCIAL COUNSELOR & MEDIATOR



MISSION STATEMENT

To provide financial consulting services which help clients reach a fair divorce settlement and:

- Avoid unnecessary legal fees
- Reduce conflict
- Minimize the negative impact on your children and family

Case 1:23-cv-01097-PLM-RSK ECF No. 1-27, PageID.1468 Filed 10/13/23 Page 99 of 150

Case 1:23-cv-01097-PLM-RSK ECF No. 1-27, PageID.1469 Filed 10/13/23 Page 100 of 150

Jeff Fenton

From: Jeff Fenton
Sent: Sunday, June 17, 2018 1:28 AM
To: Fawn Fenton
Cc: Fawn Fenton [redacted]
Subject: RE: Most recent list of bills (HOW IT ALL ADDS UP)

Importance: High

Fawn,

So according to YOUR calculations, you pay $1,282.00 per month for your apartment, which adds up to **$17,948.00** over the term of your 14 month lease, without adding a single dollar's VALUE to our estate.

Additionally, you spent north of **$12,000.00** for your vacation to Vegas with your brother, plus your attorney's legal retainer, all charged on credit. (I don't know the exact numbers, because you refuse to show me our financial documents.) This entire expense was also completely CONSUMABLE, without adding a single dollar's VALUE to our estate.

Now because of your growing credit card debt, you have monthly debt payments of $400++ per month, to sustain that, which adds up to **$5,600.00** over the 14 month term of your lease. (This is probably guessing LOW, with what your additional debt service will end up being.) Again, this is without adding a single dollar's VALUE to our estate!

Plus the costs of your MOVE and new stuff needed by both of us, to sustain ourselves, with what the other has taken, which will probably be a couple of grand, but I'll call it **$1,452.00** for the sake of using ROUND numbers. (All this will be "duplicates" if/when we get back together, so though we are adding some STUFF, we are really not benefitting the VALUE of OUR ESTATE!)

$17,948.00	**Apartment**
$12,000.00	**Front Sight & Fawn's Attorney**
$ 5,600.00	**Additional Debt Service**
$ 1,452.00	**Moving Expenses & Replacement STUFF**
$37,000.00	**LOST WEALTH BY FAWN IN 2018 (so far)! ALL CONSUMABLE EXPENSES!**

This is a TOTAL of $37,000 that you've spent (or committed to spend), since your mental break down, just a couple months ago! Of this ENTIRE $37,000, I'd estimate that our estate will only increase in VALUE by about $500, due to the small amount of duplicate STUFF that we are purchasing, to replace what the other took. **So that is a NET LOSS OF $36,500 THIS YEAR, before we even START the second-half of our year.**

In comparison, I'm spending **$2k - $3k**, along with investing my LABORS, to prepare OUR HOME for one of two things:

1. Us to be able to co-exist more PRIVATELY (per your request), with separate secure bedrooms and a/v ACCOUNTABILITY and PROTECTION for what is SAID and DONE within our home and on our property.
2. To rent out two of our bedrooms, adding necessities such as privacy shades and bedroom door locks, while PROTECTING OUR PROPERTY with minor security add-ons (like crawl space locks and water proof storage containers for our stuff stored in the crawl space – to empty the bedrooms to rent.)

1

a. The primary intent of #2, is to make our home more AFFORDABLE for ME to SUSTAIN WITHOUT YOU, should you choose never to return to me.
b. The secondary intent of #2, is to PROTECT OUR INVESTMENT, while inviting strangers to live with me, inside our home, to lessen the financial burden.

Regardless whether situation #1 or situation #2 comes to pass, **all the money which I AM SPENDING is being 100% INVESTED INTO OUR PROPERTY,** updating our door hardware from the 80's brass to the modern satin-nickel, to MATCH other improvements already made throughout our home. Every dollar that I'm spending will AT LEAST add a dollar in VALUE to OUR HOME and OUR ESTATE. **NOT one dollar of this is a CONSUMABLE EXPENSE or a LOSS!**

Unless you CHOOSE for things to become more litigious between us, in order to ensure that I am treated FAIRLY, I have yet to WASTE a single dollar due to your mental break-down, threats of divorce, and the fallout and desertion which you have forced upon me.

I don't see how in the WORLD, you can be in any way CRITICAL, about ANY financial choice that I've made without you, over the PAST DECADE! Anything that you want to call "waste" or "unnecessary" (NOW in RETROSPECT), you've trumped 20 times over, within just the past few months! (You WASTED more on our ROOF RE-DESIGN, with the "special heat deflecting shingles" at 4x the cost, and I KNOWINGLY let you do it, because it seemed to be YOUR HEART'S DESIRE! **Any IMPROVEMENT which you want to call "wasteful" on my part, is YOUR OFFENDED OPINION IN HINDSIGHT, which will be SERIOUSLY contested!)**

I want to be TREATED with the financial RESPECT and TRUST that I HAVE EARNED!!! I am sick of being DEMEANED by your EGO! I demand to be treated as an EQUAL!!!

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

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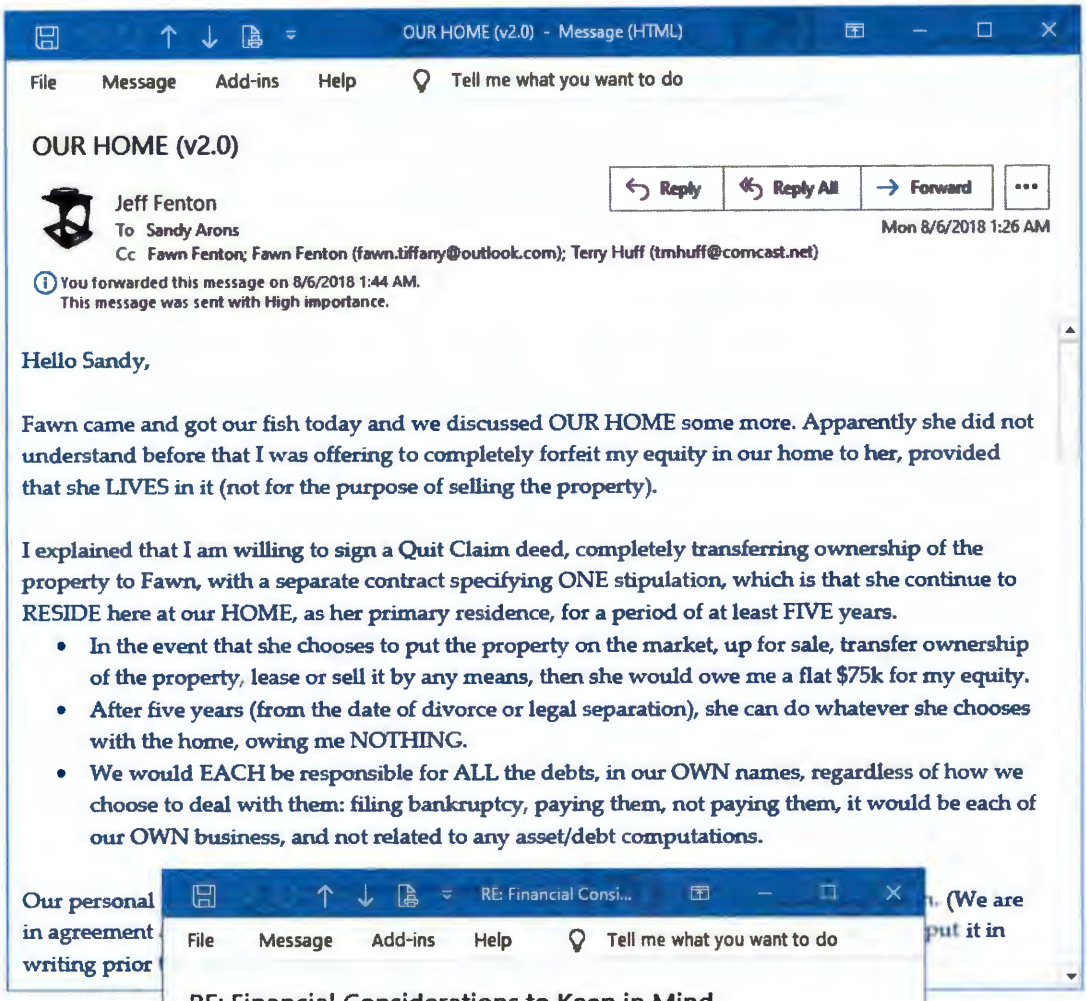
From: Fawn Fenton <fawn.fenton@live.com>
Sent: Thursday, June 14, 2018 1:16 PM
To: Jeff Fenton <Jeff@Meticulous.tech>
Subject: Most recent list of bills

The group at the top is paid by my first-of-the-month paycheck
The group at the bottom is paid by my middle-of-the-month paycheck

2018-08-06 I OFFERED TO GIVE MS. FENTON MY EQUITY FOR FREE!
(Regretfully She Declined)



OUR HOME (v2.0) - Message (HTML)

File Message Add-ins Help Tell me what you want to do

OUR HOME (v2.0)

Reply | Reply All | Forward

Jeff Fenton
To Sandy Arons
Cc Fawn Fenton; Fawn Fenton (fawn.tiffany@outlook.com); Terry Huff (tmhuff@comcast.net)

Mon 8/6/2018 1:26 AM

You forwarded this message on 8/6/2018 1:44 AM.
This message was sent with High importance.

Hello Sandy,

Fawn came and got our fish today and we discussed OUR HOME some more. Apparently she did not understand before that I was offering to completely forfeit my equity in our home to her, provided that she LIVES in it (not for the purpose of selling the property).

I explained that I am willing to sign a Quit Claim deed, completely transferring ownership of the property to Fawn, with a separate contract specifying ONE stipulation, which is that she continue to RESIDE here at our HOME, as her primary residence, for a period of at least FIVE years.

- In the event that she chooses to put the property on the market, up for sale, transfer ownership of the property, lease or sell it by any means, then she would owe me a flat $75k for my equity.
- After five years (from the date of divorce or legal separation), she can do whatever she chooses with the home, owing me NOTHING.
- We would EACH be responsible for ALL the debts, in our OWN names, regardless of how we choose to deal with them: filing bankruptcy, paying them, not paying them, it would be each of our OWN business, and not related to any asset/debt computations.

Our personal ... (We are in agreement ... put it in writing prior ...

RE: Financial Consi...

File Message Add-ins Help Tell me what you want to do

RE: Financial Considerations to Keep in Mind

Fawn Fenton <[redacted]outlook.com>
To Jeff Fenton
Cc Sandy Arons

8/23/2018

You replied to this message on 8/23/2018 3:18 PM.

Fuck no, you are going to have to buy me out.

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Thursday, August 23, 2018 2:02 PM
To: Fawn Fenton <[redacted]
Cc: Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: Re: Financial Considerations to Keep in Mind

Nice that you made that choice for me too!

So are you willing to surrender your equity in this house to me, so that I can try to keep our home, so that all isn't lost?

Jeff Fenton
METICULOUS.tech

2018-08-30 WIFE'S MDA SETTLEMENT OFFER TO HUSBAND THROUGH "COLLABORATIVE DIVORCE" via SANDY ARONS

(Unfortunately, she almost Immediately Rescinded this Offer)

Jeff Fenton

From: Fawn Fenton <[redacted]
Sent: Friday, September 14, 2018 4:39 PM
To: Jeff Fenton
Subject: Offer to settle
Attachments: Offer to Jeff to settle_9-14-18.docx

Hello,
Attached is my offer to you for settling this divorce as uncontested.
Please consider agreeing to these provisions with minimal changes; this is the absolute most I can offer you.
This writing is not how the final agreement would look, though – we would need to have it reviewed by an attorney (Tommy White, who Sandy recommended, would be good), and we would need to discuss it with a tax professional (Phyllis Ellis?) to make sure the intents are actually doable, and to look for future unintended consequences.
I got your voicemail about BCBST also... I will call and look into that.
Note the timelines I've written in here for signing and filing this with the courts... talking to Sandy (and she talked to Tommy White) they said if we don't get this filed by early October, then it's unlikely to be finalized by the end of the year. We do have some footwork to do (legal, tax, health-care) to check everything, so we need to get going.
Let me know what you think.
Thanks,
Fawn

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Fenton Marital Dissolution Agreement
Proposed terms as of September 14, 2018, for review.

THIS AGREEMENT IS BETWEEN Fawn [redacted] Fenton [wife] and Jeffrey Ryan Fenton [husband], executed in Williamson County, Tennessee.

The parties desire to enter into an agreement concerning their rights and obligations arising out of their marriage so that it may be dissolved without a contest. There are irreconcilable differences between them.

Each party is aware that a Complaint for Divorce is pending in the court and county noted above.

The parties agree by signing this Agreement that they waive service of legal process upon each other. They acknowledge that the filing of an Answer to a Complaint for Divorce will not be required.

This Agreement shall be included by either party as a part of a Final Decree of Divorce. Each party has read it in its entirety, agrees that it is fair, and has voluntarily signed it. Husband and wife also agree to sign any further documents that may reasonably be necessary to carry out its intent.

1. **This offer is only good if we successfully sign this into a Marital Dissolution Agreement Contract as soon as possible AND the divorce Final Order is entered by the court before December 31, 2018.** The financial tax incentives integral to this offer will not apply in 2019, and this Agreement is void if the divorce is not final in 2018.

2. Since we cannot re-finance the Sunnyside mortgages at this time, we must finalize the divorce this year, and simply remain joint owners of the house. (I'm not sure if the deed stays as-is, or if we re-do it as "tenants in common"; need to verify and research tax/income implications. We may want to do a Trust.)

3. We will not transfer any personal debts; the credit card debts in Jeff's name remain solely Jeff's responsibility, and the credit card debts in Fawn's name remain solely Fawn's responsibility. Each party shall hold the other party harmless from any collection actions or other consequences relating to these debts.

4. Jeff may continue to live at the Sunnyside house, as long as the terms of this Agreement continue to be met. Jeff can get roommates and make minor modifications, as long as no actions decrease the value of the property. Jeff will take care of the property and pay for any and all other expenses associated with the Sunnyside house and property, except where specifically noted otherwise below.

5. If this Agreement is signed by both Jeff and Fawn before 5:00 pm on Friday, September 28, 2018, and we are able to submit the completed forms for a "no-fault" divorce based on "irreconcilable differences" to the Williamson County Courts by Friday, October 5, 2018, then Fawn agrees to continue to make the mortgage and utility payments for the Sunnyside house until the end of December, 2018.
    a. Specifically, Fawn will continue to pay:
        i. BofA first mortgage
        ii. Bancorp South second mortgage
        iii. NES Electric

iv. Piedmont Gas
v. Alarm monitoring service (currently charged to Fawn's credit card)
vi. HVUD Water
vii. Waste Industries trash pickup service
viii. Progressive car insurance (current joint policy)

b. And Fawn will give Jeff a personal or cashier's check for $1,000.00 on the first of each month to help pay for Jeff's living expenses (specifically on October 1st, November 1st, and December 1st.)
c. The Chase credit card with the $1,000 limit currently in use will be closed.

6. Starting on January 1, 2019, Fawn will pay Jeff Alimony each month in an amount equal to the minimum payments due on the Sunnyside first and second mortgages. Currently the payments are $1,804.78 and $252.10 for a total of $2,056.88 each month; Fawn would send Jeff a payment for this amount, as Alimony, at least five business days before the mortgage payments are due. The Alimony funds will be deposited into Jeff's personal checking account, and then Jeff is obligated to directly make the payments to the respective financial institutions for both mortgages.
   a. If the mortgage payments adjust up or down due to factors beyond our control (such as interest rate changes, escrow changes, insurance changes, etc.), then Fawn's Alimony payment to Jeff will adjust up or down accordingly, keeping the Alimony payments equal to the minimum payments on both mortgages as currently financed.
   b. If Jeff fails to make the mortgage payments on time each month: the first time Jeff misses or is late on a mortgage payment, Fawn will file a written notice with the Court that Jeff has violated the terms of this Agreement. The second time Jeff misses or is late on a mortgage payment, it will be considered an inexcusable breach of contract, and Fawn will file a motion for Jeff to be held in contempt of court.

7. Starting on January 1, 2019, Jeff is responsible for ALL other expenses related to living at Sunnyside.
   a. Jeff will pay for all other household bills, including, but not limited to, the following:
      i. NES Electric
      ii. Piedmont Gas
      iii. Alarm monitoring service(s)
      iv. Comcast/Xfinity
      v. HVUD Water
      vi. Waste Industries or other trash pickup service
      vii. Quarterly Pest Control and Annual Termite Contract
   b. Jeff will be fully responsible for the full cost of any repairs to the home (not improvements or upgrades, but only unforeseen repairs to something that breaks or fails and is integral to the value of the real property). Jeff will pay for all minor repairs and maintenance (costing approximately $100 or less) out of his own funds. For repairs costing more than this, Fawn has the option to LOAN Jeff money for the repair, and then Jeff must make defined minimum monthly principal and interest payments back to Fawn until the loan is repaid in full. *(We might need to define these terms more specifically. If the money comes from a credit card or other financial institution loan that Fawn uses in order to loan the money to Jeff, then the minimum payments from Jeff would equal whatever the lender charges Fawn. However if Fawn has cash on hand to loan Jeff, then Jeff needs to repay Fawn in monthly payments including a pre-determined X% interest.)*
   c. Jeff pays for all of his own living expenses, including food, pet care, counseling and medications, automobile expenses, etc. with no additional assistance from Fawn.

8. Fawn agrees to pay Jeff Alimony per section 5 above for a total of 6 years (72 months) beginning on January 1, 2019. After this period Alimony will be considered complete, and Fawn will not owe Jeff any further financial support. Beginning January 1, 2026, Jeff will take over all mortgage payments for Sunnyside out of his own resources, and Fawn will make no further payments to Jeff, even if the mortgages are still in Fawn's name.
    a. If Jeff ever misses or is late on a mortgage payment, at any point in the future while the mortgage is still in Fawn's name, then the provisions of 6.b. above will apply.
    b. If Fawn experiences a significant reduction of her income during the 6 year alimony term through no fault of her own; she may negotiate with Jeff and/or apply to the court for a reduction in the monthly alimony payments, either for a temporary time, or permanently, depending on reasons and circumstances.

9. Jeff must catch up and file the back taxes for 2015, 2016, and 2017.
    a. Jeff must file taxes for year 2015 by April 1st, 2019. He must use his normal diligence to try to maximize the married-filing-jointly tax return (if due) or minimize what we would owe (if that's the case). If Jeff successfully files these taxes by April 1st, then Fawn will pay for all professional tax consultant fees.
        i. If Jeff fails to have 2015 tax year documents accurately sent in by April 1, 2019, then Fawn will file the taxes using only her W2 and basic known deductions before April 15, and Jeff must sign the simplified married-filing-jointly return without including his own itemizations. Jeff will also be responsible to pay for all professional tax consultant fees.
    b. Jeff must file taxes for BOTH years 2016 and 2017 by October 1st, 2019. He must use his normal diligence to try to maximize the married-filing-jointly tax return (if due) or minimize what we would owe (if that's the case). If Jeff successfully files these taxes by October 1st, then Fawn will pay for all professional tax consultant fees.
        i. If Jeff fails to have both 2016 and 2017 tax year documents accurately sent in by October 1, 2019, then Fawn will file the taxes using only her W2's and basic known deductions before October 15, and Jeff must sign the simplified married-filing-jointly returns without including his own itemizations. Jeff will also be responsible to pay for all professional tax consultant fees.
    c. Fawn will file the tax return for year 2018, as married-filing-jointly, using only her W2 income and basic known deductions, and Jeff must sign the return forms without including his own itemizations. Fawn will pay for all professional tax consultant fees for filing year 2018.
    d. Jeff and Fawn agree to leave any refunds from years 2015, 2016, and 2017 deposited with the IRS until it is clear whether the filings result in a refund due or taxes owed after all years up to 2018 taxes are complete. Fawn will receive all of the net refund, or will pay all of the taxes due, resulting from the completion of these years tax filings.

10. After all tax returns through 2018 are complete (all of the "married-filing-jointly" years), Fawn will have the option at any time within the 6-year Alimony period to re-finance the Sunnyside mortgages. She can choose any new mortgage arrangement that has reasonable interest rates and payments, as long as all of the property financing remains only in Fawn's name. At Fawn's option, new financing may or may not include a HELOC, home equity loan, or cash-out mortgage if Fawn wishes to cash-out a portion of, or all of, her share of the house equity.

11. Jeff agrees to diligently try to repair his credit rating, and to increase his income, with the goal of refinancing the Sunnyside property mortgage(s) into solely Jeff's name as soon as possible.

a. When Jeff is able to obtain a mortgage to take all of the Sunnyside financing into solely his name, AND through this mortgage Jeff is able to cash-out and pay to Fawn ALL of her equity in the home with interest as described in section 12 below, then Fawn agrees to sign a quit-claim to remove herself from the deed to the property, so that Jeff will then have sole ownership of the residence and Fawn will have no further interest in the property.

12. As part of this Agreement, both parties agree that Fawn's share of the Sunnyside property's equity will be set at $60,000.00 as of January 1, 2019. Thereafter, for as long as Jeff lives in the house, and the mortgages are in Fawn's name, Fawn's equity will be considered an "investment", and the parties agree that Fawn's equity will increase at a rate of 4% annually.
    a. At any time in the future, when Jeff is able to refinance the Sunnyside mortgages into solely his name, he will be required to "buy out" Fawn's equity in the property, for the amount of her investment that she is due with interest, calculated at that time. Fawn's equity shall not be linked to, or dependent on, an appraised value of the property at any time.
    b. Fawn agrees to continue to hold the mortgage(s) for Sunnyside in her name after January 1, 2026, when Jeff assumes responsibility for the mortgage payments, for as long as Jeff is unable to qualify for a sufficient replacement mortgage in his own name with reasonable financing terms. Fawn's equity will continue to increase with interest for as long as this arrangement continues.
    c. (However, we need to talk to Phillis about tax implications; there is something about co-owned property that is not divided within 6 years of a divorce having taxable gains...)
    d. If Fawn refinances the mortgages in her name at any point and cashes-out only a portion of her equity, then only the equity remaining associated with the house will continue to earn interest per this agreement.
    e. If Jeff does not obtain a mortgage so that all of the Sunnyside property financing is solely in Jeff's name within 10 years, then beginning on January 1, 2030, any equity that Fawn has not cashed out through refinancing will continue to accrue interest at 5% annually.
    f. If at any time, both parties agree to sell the house, then out of the NET proceeds after the sale, Fawn would be due her equity plus interest per the terms above, as calculated at the sale closing date. Jeff would retain all remaining proceeds after that.

13. Jeff will not sell any personal property before the divorce is final. Jeff must allow Fawn to remove all of her personal belongings out of Sunnyside before or by the time the divorce is final. Both need to finish dividing personal property items as soon as practical.

14. Jeff must give Fawn all of her personal digital data that are still on Jeff's computers before or by the time the divorce is final, including a complete copy of the family photo album, copies of all years back taxes, and any folders where Fawn has saved data in the past. Jeff must give this to Fawn on one or more external WD hard drives. Jeff must delete off of his computers anything that is or was considered solely Fawn's data. Jeff also must give Fawn all data and external hard drives relating to Fawn's company, Adkisson Architects, and retain no copies of that data.

15. Since Jeff is currently covered by health insurance through Fawn's employer, Jeff may apply to the Tennessee Division of Insurance to continue on this health insurance plan under COBRA, following those requirements. To assist Jeff the first year, Fawn's employer has generously offered to continue to pay in full for Jeff's health insurance premiums, each month through December 2019. If Jeff wishes to stay on this health insurance plan for up to 36 months as COBRA allows, then starting in January 2020, Jeff will need to make the remaining monthly premium payments out of his own

resources, either by paying his portion to Fawn's employer, or by paying his portion directly to the health insurance provider, (allowed arrangements will be verified with all parties).

a. After the 36-month COBRA eligibility period, Jeff will be removed from the health insurance plan provided by Fawn's employer, and Jeff will be responsible for obtaining his own health insurance coverage separately, without Fawn's assistance.
b. If Fawn's employer terminates the current group health insurance plan for any reason, at any time, then both Fawn and Jeff will be responsible to obtain their own health insurance coverage independently, with no assistance from or obligation to the other. Fawn's employer is under no obligation to continue paying for group coverage if he determines that it is not advantageous to his company, regardless of the time frame following this divorce.

16. Both parties will draw up new, individual Last Wills as soon as possible, and the current wills in place will become void when the new wills are filed with the court. In the new wills, each party will stipulate that upon his or her own death, that full ownership of the Sunnyside real estate will be transferred solely to the other party. Any division of equity in place prior to the one party's death will become void, with all equity then belonging to the surviving owner.

17. If either party incurs debts or obligations in the future such that a third party (unforeseen at this time) puts a lien on the Sunnyside property, or causes the Sunnyside property to be foreclosed or sold at auction for any reason, then that party will be responsible for all costs and losses associated with the Sunnyside property. The blameless party will be entitled to petition the court for full recovery of the value of his/her equity, investment, or share from the offending party.

The parties waive any other claims that they may have against each other. Any previous verbal or written agreements or promises between the parties are superseded entirely by this Agreement.

No alternation or modification of this Agreement shall be valid unless in writing and signed by both parties and filed with the Court.

It is understood and agreed between the parties that this Agreement is entered into without any undue influence, duress, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and that each party has either been advised by legal counsel or has been advised to seek legal counsel and has either conferred with legal counsel or has had the opportunity to do so before signing this.

In the event any provision of the Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

2018-08-30 WIFE'S BUDGET FOR MY EXPENSES TO KEEP OUR MARITAL RESIDENCE, BASED UPON HER PROPOSED MDA ABOVE

Jeff Fenton

From:	Fawn Fenton <[redacted]
Sent:	Thursday, August 30, 2018 11:43 AM
To:	Jeff Fenton
Subject:	Your questions on my proposal
Categories:	4-Email: Important Information

Hello,
Responding to a couple of your texts...
Yes, I had sent the first draft of this to Sandy on Monday. She had some suggestions, and so I made some changes on Tuesday and set the offer to you on Wednesday. Sandy thinks this is a very good offer, feel free to talk to her about it.

I have not figured your future taxes in any way. But based on the calculations below, you only need about $20K in income annually for this to work, and the house mortgage interest writeoff is about $12K, so your tax obligations would be pretty minimal, if you had to pay anything at all.

I did figure the following for your monthly cash-flow:

If Jeff lives at Sunnyside

Monthly Expenses:		
Quarterly Pest Control ($60 qtr.)	$	20.00
Piedmont Gas	$	30.00
GeoAlarm & Monitronics	$	17.00
NES Electric	$	280.00
Comcast	$	50.00
HVUD - Sunnyside Water	$	24.00
Waste Industries ($69 quarterly)	$	23.00
(Allot for Annual Expenses below)	$	79.00
Total SunnySide Other Bills	**$**	**523.00**

Jeff Annual Expenses:	Yearly:		Monthly:	
Tweetie annual exam	$	200.00	$	16.67
Amazon Prime	$	120.00	$	10.00
Termite Contract	$	195.00	$	16.25
Buick LeSabre Tag Registration	$	125.00	$	10.42
Tax Return Professional	$	300.00	$	25.00
	$	940.00	$	78.33

Jeff Other Living Expenses		
Food - Groceries	$	550.00
Personal Care (Haircuts)	$	35.00
Toiletries	$	30.00
Pet Food/Supplies	$	20.00

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Home Maintenance Misc.	$	50.00
Counseling with Terry Huff	$	200.00
Automobile Gas	$	90.00
Car Insurance	$	150.00
Jeff Other Living Expenses	$	1,125.00

Jeff pays these:

Sunnyside Expenses	$	523.00
Jeff Living Exenses	$	1,125.00
Jeff Needs Monthly:	$	1,648.00
Rent large bedroom	$	800.00
Rent corner bedroom	$	600.00
	$	1,400.00
need income from somewhere:	$	248.00

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2018-08-30 WIFE'S NOTICE THAT HER FIRM WILL CLOSE IN ONE YEAR, WHEN THE OFFICE LEASE EXPIRES, AND OWNER RETIRES

Jeff Fenton

From: Fawn Fenton <[redacted]
Sent: Thursday, August 30, 2018 5:49 PM
To: Jeff Fenton; Fawn Fenton
Cc: Sandy Arons
Subject: RE: Offer to settle

Ken says he is willing to keep paying for you to be on our plan for 1 year, maybe through the end of 2019, "as long as you don't cause more problems", heh.
Beyond that, we'll have to see where things stand with you, and with my company.
(Our office lease is up in March 2020, and Ken really wants to retire, and so there's no telling what my job will be after that.)

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Thursday, August 30, 2018 2:18 PM
To: Fawn Fenton <[redacted] Fawn Fenton <fawn.fenton@live.com>
Cc: Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: RE: Offer to settle

As I re-read this, there is one other substantial concern that I need to address, and that is health insurance. Without health insurance, the price of my meds alone would break me each month (just like your xyrem)!

Would Ken be willing to keep me on your health plan for ONE YEAR, until I can complete my job training and can acquire a job that offers health benefits? Without this, even Cobra I would have no way to pay for, if I don't have a job. I also should maintain my counseling throughout, but that goes back to my questions about the transitional period.

WE ACTUALLY FIGURED OUT THAT KEN ADKISSON MOST LIKELY PLANNED TO RETIRE WHEN THEIR OFFICE LEASE EXPIRED OR WAS UP FOR RENEWAL, BACK WHEN I CANCELLED MY IT CONTRACT. BECAUSE ADKISSON ENTERED A THREE-YEAR CONTRACT WITH THEIR NEW IT COMPANY, WHICH ENDED WITHIN MONTHS OF THEIR OFFICE LEASE. PLUS ADKISSON HAD ALREADY PURCHASED A RETIREMENT HOME IN FLORIDA, AND WAS COMMUTING BACK AND FORTH.

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2018-09-19 WIFE RESCINDS HER 8/30/2019 MDA "SETTLEMENT OFFER" TO DIVORCE AMICABLY "UNCONTESTED", AFTER CONSULTING 3-ATTORNEYS ON MATTER (END OF HER WILLINGNESS)

Jeff Fenton

From: Fawn Fenton <[redacted]
Sent: Wednesday, September 19, 2018 12:35 PM
To: Jeff Fenton; Sandy Arons
Subject: RE: Unbiased Legal Counsel & Representation

This is the first any of us has heard of you needing to hire a different attorney.
I had no idea Tommy would react to your email that way. In yesterday morning's phonecall, Tommy informed me that to his knowledge, many lawyers will not contract to represent two people on opposite sides of the table to be a "neutral third party"; he says that's what mediation/mediators are for. I didn't know that about attorneys generally... I asked him if he would be willing to do that for us, and he said no, he wouldn't do that for anyone; he only wants to represent one side. He said we'd probably have to call many lawyers before (and if) we found one who would be willing to work with us together to negotiate this agreement. So that was news to me, it never occurred to me that attorneys would have that "principal" across the board.

I sent my attorney the draft of our contract to review also, and he just told me he thinks this agreement is totally nuts; it's too complicated and is not at all in my best interest, and there are a thousand ways this could go wrong in the future, and he says he will not write it or facilitate it. He says if we do successfully write up an agreement for both of us to sign, we will have to do our best to format it with the structure and language that the courts expect to see for an MDA, and then I will have to file it myself, appending it to my file that is already active at the Williamson County courts, and I will have to get the court clerks to help me request a court date for a judge to look at the contract. My attorney also says, that even though we might both have agreed to this contract and both voluntarily signed it, the judge could still think it is too unequal or complicated and strike it down. My attorney says the judges will refuse to finalize a divorce degree if they personally do not like/agree with the MDA.

And... Judy Wells just called me back a minute ago, and she says the major flaw with our agreement plan, is that she says you will not be able to write off the mortgage interest on the house, even if the mortgage payments are drafted from your own bank account. Since I am the only one on the mortgage financing, the lender (BofA) puts ONLY my name on the mortgage interest statement tax document at the end of each year. Even though your name is on the deed, I am the only one allowed to deduct the mortgage interest from taxable income. So that sucks... I'll have to re-think the financial repercussions of this whole deal now.

And you are right, we are totally running out of time. I don't have a crystal ball, but let's see what else we can find out within the next week or two. We can't sign an agreement without fact-checking everything anyway, and I still intend to get some additional professional opinions on all of the terms we're considering, trying to reduce the number of legal and financial unintended consequences, and looking for options we havn't thought of so far.

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Wednesday, September 19, 2018 10:23 AM
To: Fawn Fenton <[redacted] Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: Re: Unbiased Legal Counsel & Representation

I'm tired of you "shouding" all over me. This is the first I've heard, since you began working with Sandy, of me needing to find/hire another attorney.

You seem to get off on your claims that an attorney has been repeatedly offered to me, while the only reason I have not yet hired one, is because Sandy does not speak well of them, and to save YOU the expense. I thought that the solution was all lined up, a regular part of her workflow.

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Regardless, how am I supposed to access the funds needed, to hire an attorney on short notice? Your bullshit answer of summoning the funds through the courts, will no longer work on a restricted timeline, especially without the funds in hand to pay for their time to do so.

You originally told me that when I had $2k in hand, which I instead spent on counseling with Terry Huff, with your assurance that in doing so you would postpone filing for a divorce until AFTER your 14-month term of your apartment lease.

I need some CASH in hand to proceed please!

You are so belittling that it just kills me!

Jeff Fenton
METICULOUS.tech

Sent by my iPhone

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2018-10-06 MS. FENTON INSISTS THAT SHE NO LONGER HAS ANY INCENTIVE TO SETTLE (after speaking with attorneys about settlement)

Jeff Fenton

From: Fawn Fenton <[redacted]
Sent: Saturday, October 6, 2018 7:18 PM
To: Jeff Fenton
Subject: RE: Your Files from our Server | Please Make me a Fair Offer to Settle

Ok thank you for working on giving me some more data. When you send me the link to download your zip file, I'll save it on the "Slave" drive. I agree you should not delete or reformat the "Master" drive, hopefully I can get it from you eventually.

I do not believe there is any settlement offer that we can agree to. We are still way too far apart on the terms, and plus, it is now well into October, and there is zero chance that our divorce will final by the end of this year. So I do not really have any incentive now to settle with you. Even if we had more time, I cannot afford any scenario where I pay for all of the Sunnyside bills AND give you cash in addition. Plus, any scenario which does not involve selling or drastically re-fi'ing the house does not give me any cash to pay down my credit cards. And plus, I do not want to be tied to you and the house for the rest of my life. We are nowhere close to a settlement that I am willing to live with long term.

I am not trying to "go to war" with you. You are the only one thinking that. All I want is to be divorced from you and to move on with my life. I do not wish you any ill. I was never, and am not now, trying or wanting to "take" anything from you.

Since I believe there is no settlement we will both voluntarily agree to, we must let the court decide the terms of our divorce. So that's the path we're going down now.

Thanks,
Fawn

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Saturday, October 6, 2018 12:26 PM
To: Fawn Fenton <fawn.fenton@live.com>; Fawn Fenton ([redacted] <[redacted]
Subject: Your Files from our Server | Please Make me a Fair Offer to Settle
Importance: High

Hello Fawn,

I spent a couple of days this week, perfecting your MASTER drive with the entire VAULT, both mine and yours, along with much of the BACKUP partition data (everything that had to do with you), but now you're taking us back to war again, and to be honest, I just can't trust you with all my stuff at this time.

SO, I spent the entire night, hand-picking out the parts which I believe you primarily want, including your entire FAWN directory, your POD backup, your exported emails (PST files, MSG files, PDF files), and everything that I copied via TeamViewer during the accidental "Divorce Discovery".

I also hand-picked a lot of data out of the "Digital Filing Cabinet" for you. All the documentation on all three Prius' you've owned. Your personal writing. Marriage counseling and Life Languages info, etc...

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2018-10-09 MS. FENTON CONTINUES TO REFUSE ANY SETTLEMENT ATTEMPT OR OFFER – EVEN WITH MORE FAVORABLE TERMS

Jeff Fenton

From: Fawn Fenton <[redacted]
Sent: Tuesday, October 9, 2018 2:20 AM
To: Jeff Fenton
Subject: Re: Reply to your email

Just read more of your texts...
I am not motivated to try to settle with you because there is no guarantee our case would final by the end of this year. The time has gotton too short. Even if we turned in a complete MDA tomorrow, there are only like 4 available court dates between now and the end of the year. So if we come to any agreement, it will need to be favorable to me even if it finals in 2019 and I don't have the alimony tax write-off.

Please do not "strip" anything out of the house or sell anything. I will file to have you held in contempt of court.

I do not believe the house would be auctioned instead of just sold on the market normally. I will not spend money "fixing it up for sale"... it needs to be fully remodeled anyway, and will easily sell for its location alone. It will be fine as-is. I will make sure the judge is aware of your threats to deliberately sabotage the listing by claiming various "defects" are worse than they actually are, and I would expect the judge's order to sell the house to include your non-interference.

As for relocating you, I'm still trying to figure out/understand options, but basically you are an intelligent adult with a number of in-demand skills, so I am expecting the judge to order you to get a job and contribute to your own support. But that bridge would be crossed a little later anyway, so again, right now I am not feeling the need to succumb to your pressure to settle.

All that said, though, I am willing to give it one more try with a day with Sandy, just to say we tried.

Sent from Samsung Galaxy smartphone.

-------- Original message --------
From: Fawn Fenton <[redacted]
Date: 10/8/18 18:44 (GMT-06:00)
To: Jeff Fenton <Jeff@Meticulous.tech>
Subject: Re: Reply to your email

If I keep the house:
- I cannot re-fi it until taxes are caught up. (You said you need to do 2015, and then I can do 2016-18 because your business stuff will be negligible, right?)
- So any re-fi with cash out would have to wait a little while, and we'd have to agree on how to split whatever cash out I could afford with the new mortgage.
- you'd need to quit-claim the house over to me. No joint ownership going forward.
- one of us can live in my apartment for the remainder of the lease, but I can't afford to give you much (if any) cash or alimony as long as I'm paying for both residences.
- I could pay you alimony between $1200 - $1500 per month at most, after I am no longer paying for the apartment also.
- No long-term deals other than alimony for 6 years. I don't want to be connected to you going forward.

What do you think?

1

2018-10-15 MARITAL DEBTS Payoff Calculations by Ms. Fenton (INSISTING on Paying-Off OUR DEBTS in MY NAME at only 50%)

Jeff Fenton

From: Fawn Fenton <[redacted]
Sent: Monday, October 15, 2018 4:51 PM
To: Jeff Fenton
Subject: RE: House Sale Calculations/Realistic Hopes for Credit Card Payoffs

Some figures I have been working with:

Fawn's credit card debt:

	Min. Pmt.	Cur. Bal.
Fawn Credit Card Expenses		
BofA Rewards	$ -	$ -
BofA Platinum	$ 121.00	$ 7,798.00
Capital One	$ 84.00	$ 6,618.00
American Express	$ 82.00	$ 8,282.00
Ascend FCU Credit	$ 332.00	$ 16,557.00
Chase Card (only Jeff uses)	$ 25.00	$ 950.00
Fawn Credit Card Expenses	$ 644.00	$ 40,205.00

Defaulted Credit Cards		full amt.	50%
First Nat. Bank Omaha	-2365	$ (19,064.39)	$ (9,532.20)
Chase	-2671	$ (7,238.94)	$ (3,619.47)
BofA	-7524	$ (11,199.28)	$ (5,599.64)
American Express	-2005	$ (10,625.59)	$ (5,312.80)
Ascend FCU	-9090	$ (10,279.82)	$ (5,139.91)
BancorpSouth	-7291	$ (30,323.81)	$ (15,161.91)
Total in Jeff's Name (all)		$ (88,731.83)	$ (44,365.92)

In my opinion, it would be insane to pay off the full amount of the defaulted debts, and I won't agree to any plan that does that. You or we must negotiate them down to at least half, and make them report as paid in full.

Various scenarios I had for selling the house:

If We Sell House (Scenario 1):		
Assumed Sales Price:	$ 425,000.00	better case
Pay off 1st Mortgage:	$ (245,000.00)	
Pay off 2nd Mortgage:	$ (55,000.00)	
Pay Real Estate Commissions:	$ (25,500.00)	6%
Net From Sale:	$ 99,500.00	
Pay off Jeff's debts in full	$ (88,730.00)	this would be dumb
Left for Fawn	$ 10,770.00	
Fawn's debts	$ (40,000.00)	
Remaining:	$ (29,230.00)	still left for Fawn to pay herself

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If We Sell House (Scenario 2):

Assumed Sales Price:	$ 400,000.00	worse case
Pay off 1st Mortgage:	$ (245,000.00)	
Pay off 2nd Mortgage:	$ (55,000.00)	
Pay Real Estate Commissions:	$ (24,000.00)	6%
Net From Sale:	$ 76,000.00	
Pay off Jeff's debts (negotiated)	$ (44,400.00)	assume at 50% settled
Left for Fawn	$ 31,600.00	
Fawn's debts	$ (40,000.00)	
Remaining:	$ (8,400.00)	still left for Fawn to pay herself

If We Sell House (Scenario 3):

Assumed Sales Price:	$ 400,000.00	worse case
Pay off 1st Mortgage:	$ (245,000.00)	
Pay off 2nd Mortgage:	$ (55,000.00)	
Pay Real Estate Commissions:	$ (24,000.00)	6%
Net From Sale:	$ 76,000.00	
Pay off Jeff's debts (at 50%)	$ (29,200.00)	but do not pay BCS debt at all
Left for Fawn	$ 46,800.00	
Pay off Fawn's debts	$ (40,000.00)	
Remaining Equity to split:	$ 6,800.00	
Split 50/50, each gets:	$ 3,400.00	

From what Brendan told us about re-fi'ing the house now before I have alimony coming out of my income:

Assumed house value	$ 425,000.00
Maximum single mortgage 80%	$ 340,000.00
Monthly payments new mort:	$ 2,203.00
Pay off first mortgage	$ 244,000.00
Pay off 2nd mortgage	$ 55,000.00
Re-Fi closing costs:	$ 5,950.00
Then cash out would be:	$ 35,050.00
Put this towards Fawns CC debt	$ (40,000.00)
Fawn would still owe:	$ (4,950.00)

There are a lot of different ways to look at this, but none are great.

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Monday, October 15, 2018 2:53 PM

2018-08-27 OUR REAL "MARITAL" DEBTS

Property Statement report for Fawn and Jeff Fenton
as of 8/27/18

				Title H/W/J
Real Estate				
1986 Sunny Side Dr. Brentwood				
Estimated Current Value		$	425,000.00	J
1st Mortgage	BofA -9135	$	244,158.00	W
2nd Mortgage	BCS	$	55,000.00	W
Estimated Equity		$	125,842.00	J
Cash Accounts				
First Farmers & Merchants Bank	Checking	$	2,312.95	W
First Farmers & Merchants Bank	Savings	$	500.17	W
Ascend Federal Credit Union	Checking	$	930.21	W
Ascend Federal Credit Union	Savings	$	155.56	W
MIT Federal Credit Union	Checking	$	105.00	W
MIT Federal Credit Union	Savings	$	105.29	W
Total cash (Fawn)		$	4,109.18	W
Jeff has NO bank accounts in his name - only old Business Account				
Jeff's Fifth-Third Bank Account	MM (Business Checking)	$	302.72	H
Personal Items				
Furniture and Furnishings	(guess)	$	20,000.00	J
2017 Toyota Prius	(KBB 15,050 w/$2,150 Service Contr	$	22,150.00	W
Loan Outstanding	Toyota Financial (VIN: JTDKBRFU2H3	$	15,300.00	W
Net Prius Equity		$	6,850.00	W
2003 Buick LeSabre	(KBB Current Value)	$	1,734.00	J
paid for (no liens.)	VIN: 1G4HR54K43U236502			
(Neither of us has any retirement accounts.)		$	-	
	Total Assets:	$	158,837.90	J
Debts:				
2015 Back Taxes		$	-	J
2016 Back Taxes		$	-	J
2017 Back Taxes		$	-	J
2018 potential taxes		$	-	J
Current Credit Cards				
BofA Rewards	-XX19	$	(5,705.98)	W
BofA Platinum	-XX62	$	(6,982.28)	W
Capital One	-XX67	$	(6,207.36)	W
Ascend FCU	-XX90	$	(11,618.28)	W
American Express	-XX06	$	(6,700.00)	W

(New Chase in progress)	-6282	$	-	W
Total Unsecured Debt in Fawn's Name		$	(37,213.90)	W
Defaulted Credit Cards				
First Nat. Bank Omaha	-XX65	$	(19,064.39)	H
Chase	-XX71	$	(7,238.94)	H
BofA	-XX24	$	(11,199.28)	H
American Express	-XX05	$	(10,625.59)	H
Ascend FCU	-XX90	$	(10,279.82)	H
BancorpSouth	-XX91	$	(30,323.81)	H
First Tennessee Line of Credit	-XX10	$	(602.28)	H
Total Unsecured Debt in Jeff's Name		$	(89,334.11)	H
	Total Debts:	$	(126,548.01)	J
	Total Assets	$	158,837.90	
	Total Debts	$	(126,548.01)	
	Net Property	$	32,289.89	

Ms. FENTON CHOSE to NON-SUIT her FIRST DIVORCE COMPLAINT, because HER OWN NARRATIVE had her backed into a Corner! Here are some of the primary reasons (all to HER OWN BENEFIT, not MINE as Ms. Story has falsely accused in Court):

1. I had filed a massive Counter-Complaint, which presented some difficult and ugly TRUTHS, which she had yet to answer for.
2. She admitted to being our family's primary breadwinner in her first complaint.
3. She acknowledged that she planned to pay ALIMONY in her first divorce complaint. (As well as for my Legal Counsel.)
4. In her first complaint, Ms. Fenton acknowledged her joint ownership of the $90,000 of TRULY MARITAL DEBTS, which she abandoned in MY NAME. Along with her responsibility and intentions to PAYOFF THOSE DEBTS.
5. She acknowledged my psychological disabilities, and though she lied and portrayed me as a MONSTER again, she made me into a MONSTER who couldn't reasonably be expected to support himself. Further indebting herself to providing me long-term support.
6. She wanted to sell our home OUTSIDE the oversight of the COURT, so that she could EVADE paying the MARITAL DEBTS in MY NAME
7. There weren't any LIES denying our JOINT AND EQUAL INVESTMENT AND OWNERSHIP IN OUR HOME, as came later.

HUSBAND & WIFE'S "VERBAL SETTLEMENT AGREEMENT"

2018-10-27 TERMS OF OUR "VERBAL SETTLEMENT AGREEMENT"

2018-10-27 Fawn Outlining her Understanding & Consent to our Verbal Settlement Agreement

Jeff Fenton

From: Fawn Fenton <[redacted]
Sent: Saturday, October 27, 2018 5:31 PM
To: Jeff Fenton
Subject: Your texts re: settling

I am reading your texts coming in now that you've been writing today.
Overall I think I am agreeable to this, but I want to try to make sure we're on the same page.

The basic idea is that I withdraw the complaint, so there is no divorce action pending, and we let things sit until after we've sold the house and divided money and stuff on our own. Then we can easily file an uncontested divorce and probably wouldn't even have to go to court. Right? I agree, the less the court has to get into our finances and personal business, the better.

This would all be informal between us, right? No long-ass legaleze contracts between us? I would MUCH prefer that. I have no desire to "screw you over" in any way, I do not want either of us to go through any more pain than necessary at this point. (FYI, I am putting numbers on these points below just to organize events in my brain; I am not trying to make this look like a contract or something.)

1.) So I would withdraw the divorce complaint on Monday, and verify with the court clerk that that stops or lifts the temporary restraining order, so we can move/sell stuff at will after that. (Or, I will find out if there are any other actions I need to take to put the divorce on hold in order for us to have the freedom to do whatever we want with the "marital stuff".)
2.) At that point, we would take some time to sell and store some of our stuff, right? Can we say the goal would be to have our activities done so that the house could be listed in 2 or 3 months maximum? This is the time-frame which worries me, since you always need way more time than a regular person to do things. I would be worried that you would ask for another month... and then another month.... And I wouldn't want it to drag out, because my expenses are increasing for as long as this continues, and plus we want to list it by spring. Can we say we'd have our "stuff" situated such that the house could be listed by the end of January or 1st of February? (And if you want to uninstall the security system and take it with you, I'm fine with that.)
3.) Then we would meet at Judy's and you would sign a quit-claim, and your reason is because you do not want to have to be involved in the sale of the house, right? So you could just turn your back on it and not have to watch, and I will deal with all of the sale activities? We might want to instead keep you on the deed, but you sign a POA so that I can do all of the sale transactions without you. I am thinking that would allow Judy's office to write each of us a check directly to split the proceeds of the sale (at the end). Otherwise, if I was the only person listed as an "owner" of the house, then all of the proceeds would go into my name, and it might be more difficult to give you half. We don't want it to be looked at by the IRS as a "gift" or some other taxable event. If we are (were) both owners, and we each take some of the proceeds, then none of that would be taxable.
4.) So when our stuff is satisfactorily stored or moved (just for putting the house up for sale)... I would get the fish tank cleaned up and out of there to storage, and I would get my stuff out to the greatest extent possible. And then the real estate agent could list it for sale... And you would take off to Michigan. So maybe we could have it put on the market by early February?
5.) That seems good because then it would be listed for sale during the spring, and hopefully we would get a good offer by April or May, and close in May or June at the latest. (While it's on the market, we could finish getting the rest of our stuff out of there also.) The proceeds could go into an account held by Judy's office, and then we could split it 50/50, and Judy's office could write us each individual checks. (Maybe we should ask Judy... I wonder if you should "gift" your ownership of the house to your mom or something.... So that your mom and I are officially on the deed as the joint owners of the house.... Then Judy could write the final checks directly to me and your mom, and that way there would be no record of you ever having received money out of the sale of the house, so that if you proceed with your BK, that doesn't come into question....?)

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2018-10-27 Fawn Outlining her Understanding & Consent to our Verbal Settlement Agreement

6.) Between now and when we each get our half of the proceeds from the house, I would just give you $500 per month ($250 out of first paycheck and $250 out of 2nd paycheck, ok?)
7.) Then after everything from the sale is done and we have no more joint anything, hypothetically in June or so, we would just fill out the standard forms for an uncontested divorce, and turn those in to the court, no lawyers involved.
8.) I would then agree to give you $1,750 per month for 6 years in alimony, roughly June 2019 through June 2025. The divorce should record as final a month or two later.
9.) Oh, and I would still ask Ken to keep you on our health insurance through the end of 2019.

Does that all sound like an accurate summary of what you would be agreeable to?
I am good with this plan, if you are.
Thank you for reconsidering everything.

The ONLY reason why we NEVER listed our HOME for SALE as stated and planned in our "Verbal Settlement Agreement", was because Ms. Fenton DEFAULTED ON IT! While she REFUSED to even say WHY for MONTHS! In the end, she admitted to the obvious, that she did not want to COMMIT in WRITING to paying me the $1,750 per month in ALIMONY, for a duration of 6-YEARS, as was a CRITICAL TERM of our "VERBAL SETTLEMENT AGREEMENT", and me MOVING in general, so that I could AFFORD somewhere to MOVE TO! Ms. Fenton KNEW this very well, and had repeatedly VERBALLY agreed, but when it came time to put HER OWN WORDS IN WRITING (no attorneys required, just a simple NOTE signed between us), Ms. Fenton REFUSED to PERFORM, as she waited for KEN ADKISSON'S RETIREMENT to grow nearer.

I had NEVER offered to become HOMELESS for the sake of selling our Marital Residence or getting a divorce. I was willing to DOWNSIZE significantly but being unemployed and requiring meaningful vocational training BEFORE I could get a job earning half what I got paid 15-years ago, I KNEW that I needed some TIME and ample PROVISION (as Promised) before I could CONSIDER voluntarily sacrificing both MY HOME as well as the ONLY LEVERAGE I HAD throughout the divorce. While Ms. Fenton had ALL THE MONEY, CREDIT, AND LEGIONS OF LAWYERS.

There were NO LEGAL grounds for KICKING ME OUT of MY OWN HOME! I had done NOTHING WRONG! This was the WHOLE reason WHY Ms. Fenton hired Attorney Virginia Lee Story, and eventually staged her BANKRUPTCY. Because consumer protection LAWS and my RIGHTS as a UNITED STATES CITIZEN as well as A CITIZEN OF THE GREAT STATE OF TENNESSEE (both in good standing), were of NO CONSEQUENCE to those who can operate ABOVE THE LAW as MS. STORY UNCONSCIONABLY DID!

*2018-12-22 CONSEQUENCE OF NEW TAX LAWS WITH MS. FENTON'S TOTAL REFUSAL AT EVERY ATTEMPT OF TAX PLANNING I TRIED THIS WAS THE MOMENT THAT I KNEW SHE WOULD NEVER PAY THE "ALIMONY" of $1,750 PER MONTH FOR 6-YEARS AS PROMISED!

Fawn Fenton
(615) 333-7377 • mobile

Thanks!

I was just reading about the 2018 tax code...

Have you figured out the income tax ramifications of having no mortgage interest deduction (because you will live in an apartment), plus no spousal dependant (another lost $12k write-off), plus not being able to write-off the alimony you pay me, combined with the new 2018 tax laws? (Not to mention the loss of the "business in home" and other MM write-offs)?

Seriously, I'm concerned for how you have and continue to set yourself-up for your future.

It looks to me, like you will have double the taxable income that you previously had, which won't likely change for 5-10 years, until you can afford to purchase another condo and complete paying my alimony.

Have you really ran the numbers on all of this and considered for a moment if maybe there is some way for you to mitigate your tax losses?

It looks to me like you have created and are walking into the worst possible scenario tax wise, which will largely defeat much of the vocational success you've reached in recent years.

Am I missing something, misreading something, not understanding anything correctly? Have you discussed options with a CPA or even your brother, or someone with an MBA, or at least a tax professional?



I hate to see you screw yourself, especially to solely benefit Uncle Sam.

Is there no better way of doing this?

Dec 22, 2018

Correct, my tax situation is going to suck for a very long time.

Fawn Fenton (mobile) • Dec 22, 2018

Is there nothing we can do h

To help that?

Dec 22, 2018

Not that I know of.

Fawn Fenton (mobile) • Dec 22, 2018





Have you talked to your brother about it or asked an accountant?

Dec 22, 2018

Yes I've talked to mark and my dad. No haven't talked to an accountant. 90k gross - 31k taxes - 21k alimony = 38k net. Plus or minus.

Fawn Fenton (mobile) • Dec 22, 2018





Didn't your dad or Mark have any suggestions to bring down those insane taxes?

Dec 22, 2018

Nope. This is why I cannot afford to keep house, and need sale to help pay down debts.

Fawn Fenton (mobile) • Dec 22, 2018



Yet the house would save you how much in taxes?

Debts are all from this year... how did we fall so far so fast?

Dec 22, 2018

Someday when alimony is done, I can get a job making only $43k gross and have same net of +/- $38k.

Fawn Fenton (mobile) • Dec 22, 2018



That is crazy... their must be a smarter way to spend all that you've worked for?

So back to the house, how much does the mortgage interest take off your taxes?

Your dad and Mark didn't have any suggestions to help you pay less in taxes?

Hello?

If you kept house, you would have a massive tax write-off, plus if you got one female roommate, you would be earning equity, have money to slowly

Dec 22, 2018

Mortgage interest is about $12k.

Fawn Fenton (mobile) • Dec 22, 2018

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MOTION TO SELL THE MARITAL RESIDENCE FILED IN BAD FAITH BY ATTORNEY STORY on 7/17/2019 R.v1 (41-44) to INTENTIONALLY EXPLOIT HUSBAND'S DISCLOSED ADA DISABILITIES (ADHD & OCPD) I AM EXTREMELY SLOW, STRUGGLE FOCUSSING, AND CAN'T MULTI-TASK (PET-PEEVES OF WIFE). UNABLE TO DEFEND MYSELF AGAINST MULTIPLE SIMULTANEOUS HIGH-VALUE SURPRISE ATTACKS, WHILE EXHAUSTING ALL FUNDS I COULD BORROW FOR DEFENSE BEFORE THE DIVORCE EVEN BEGAN!

9. Wife tried to convince Husband to put the house in the market in the fall of 2018 as finances were getting tighter, however, Husband would not agree on anything and Wife believes that Husband will again try and do whatever he can in order to stall this process.

ARGUMENT: WHY I CAN NOT WRITE A LEGAL BRIEF

Attorney Virginia Lee Story presented the Court with a completely false and fraudulent narrative, taken at FACE VALUE as the TRUTH without question by the close and trusting Judge Binkley, with ZERO OBJECTIVITY! While this along with EVERY ACTION FILED by Appellee and her Counsel were highly engineered, strategically staged, and fraudulently employed **(DECOY DIVORCE)** actions for completely ulterior motives!

This is why I can't write a LEGAL BRIEF! It is not about a QUESTION of Law, or some PORTION of the testimony, which was incorrect, an error, or malicious, rather every filing in the ENTIRE DIVORCE, by ATTORNEY VIRGINIA LEE STORY (in conjunction with the planned and staged BANKRUPTCY FRAUD and missed MORTGAGE PAYMENTS to "force the hand of the court", was all planned in advance,

since we BOTH knew a YEAR IN ADVANCE when Ms. Fenton's Employer was planning to RETIRE!

We both KNEW that she was going to do this (take a professional nosedive, when her boss retired, so that I could "win" 22.5% of ZERO GROSS INCOME instead of $94,000 per year! The ONLY part which I didn't know a YEAR in advance, was her plans to force our home into default, FILE BANKRUPTCY, and completely FORFEIT our HOME in that BANKRUPTCY!

Once I realized that, Attorney Story was ready and served me with an ORDER OF PROTECTION the very NEXT DAY! (Without INCIDENT by MYSELF!) Except sending NON-MALICIOUS and NON-THREATENING text messages and emails to Ms. Fenton, while trying to persuade her to TELL ME what was going on, and whether or not our HOME was in JEOPARDY, because beside having every penny I every had invested into our home, I also had two roommates whom I had entered a ONE YEAR LEASE WITH, who were both VERY CONCERNED once I was secretly bombarded with the intentional mortgage default, the fraudulent bankruptcy, and the bombardment by Ms. Story with three consecutive actions to maliciously BIND AND GAG ME, while preventing me from even speaking with the lenders or trying to SAVE MY PROPERTY.

I have no words for how UNETHICAL, FRAUDULENT, and ILLEGAL the entire ordeal was! While it took far more legal knowledge, POWER, and connections to move and manipulate ABOVE THE LAW, both in State and Federal Courts simultaneously, to pull this off! I believe that this entire scam was the "brainchild" of Attorney Virginia Lee Story! That she and the other "bad actors", caused us BOTH harm beyond words! Harm

even for Ms. Fenton which I could have MITIGATED to some extent, had I been JUSTLY afforded my Constitutional Rights as a United States Citizen in good standing!

When the COA refused to offer me the slightest assistance, despite the Tennessee Constitution, the United States Constitution, the Judicial Canons, and the Rules of Professional Conduct, despite the MAGNITUDE of clear, convincing, overwhelming EVIDENCE that I provided them with, while Ms. Story's only argument was that they couldn't consider that, because I hadn't turned it into the Trial Court, while I was strategically and maliciously DENIED the opportunity, by what I believe were CORRUPT criminal actions from participating in ANY TRIALS or to DEFEND MYSELF in any way! Regardless of what I was promised in Court.

I am so OVERWHELMED at the demand that I write a BRIEF in order to be afforded ANY PROTECTIONS under the Law! Especially in light of the POWERFUL BAD PLAYERS who caused me catastrophic harm which I will never be able to recover from in my lifetime. Demanding that I write a BRIEF, is like asking me to fit a CITY the SIZE OF DETROIT, into ONE CITY BLOCK! Or asking me to write a doctoral dissertation on why ELVES are no taller than 3 Feet, when ELVES DON'T EXIST! Or to DRAW a MAP back to KANSAS from the LAND OF OZ! It is beyond OVERWHELMING! The entire ordeal should have been ordered a MISTRIAL by the Appellate Court, as there is no FACTUAL basis in ANY ACTION! While it was ALL done entirely in BAD FAITH!

Yes, the DIVORCE is still necessary, and I am agreeable to a divorce of unreconcilable differences (as she even requested in her divorce complaint), but I NEVER ABUSED MY WIFE IN MY LIFE! Or if I have, it was certainly unintentional, an isolated incidence, not a recurring theme throughout our marriage, and it was definitely not nearly

as vile and revolting as what she has maliciously done, since she seized all of our financial assets and abandoned me, doing everything in her power, to avoid providing me with ANY stability, any INFORMATION about her random surprise litigious attacks from month to month, no agreed cease fire (except that which she violated in the end), no stable opportunity for vocational training, or any means by which to have ANY hope at employment beyond working at McDonalds!

Yes, I am "smart" enough for many tasks, I am a DIY guy, I don't pay people to do work I can figure out how to perform myself. But it took me FOUR-DAYS to INSTALL our last HOT WATER HEATER (I'd never done GAS before), but once it was installed, I had poured a custom concrete pad, put a drain pan under it, put a water sensor in the drain pan (wirelessly communicating with our alarm system), while having installed it FAR BETTER than anyone else would have ever taken the TIME to perform the work, while also saving us about $1,000 in labor. Still, although that was "worth" MY TIME to benefit our FAMILY, it isn't worth ANY EMPLOYERS TIME TO PAY ME HOURLY! (Ms. Fenton had to literally shower at our neighbor's house for a couple of days!)

As for her claims that I'm a "computer genius", that also is just an alimony dodge. My biggest VOCATIONAL FAILURE in life is having too many interests, never obtaining vocational training or any sort of professional education, and DILUTING MY VALUE by being a "Jack of All Trades and Master of NONE"! I can do a LITTLE bit of EVERYTHING, but I haven't spent enough time or have enough experience in any specific discipline, to be worth ANY REAL MONEY TO ANYONE!

Except years ago as a "Lead Pressman", printing FedEx envelopes, making $24 per hour before I met Ms. Fenton. While that entire industry (manufacturing printing) has

since GONE overseas! I NEED to be RETRAINED for a CURRENT GAINFUL VOCATIONAL TRADE, which is in DEMAND! Yet both NOW and FIVE YEARS AGO, Ms. Fenton doesn't want to waste a penny or a minute on my vocational training, and now she doesn't need to, despite the fact that every attorney said I was DUE vocational training to help me transition back into the workforce.

I figure that Ms. Fenton paid $100k in legal fees, to leave me without a PENNY! I largely blame her wealthy (as in Saudi Oil Tycoon "wealthy"), proud, and condescending family, who I was never good enough for. Somehow, they infiltrated her mind, changed her whole World View to theirs, and convinced Ms. Fenton that she is an "abused" "victim". Ms. Fenton was in COUNSELING for her OWN BENEFIT before I even met her. We went to several different counselors throughout the duration of our marriage. We participated in several small group and church fellowships which were extremely transparent, while inviting people to speak into our lives. Yet NEVER ONCE in my 15-YEARS with Ms. Fenton, had I EVER heard the term "ABUSIVE" or "EMOTIONALLY ABUSIVE", until AFTER she hired a DIVORCE ATTORNEY and abandoned me! One of Ms. Fenton's favorite sayings used to be, "That's what the FBI calls a CLUE!"

I got the contract with Fawn's OFFICE only because I knew how badly they were getting ripped-off by their previous company, I knew enough to handle an office with five computers and an outdated server (the same version I have at home), while I didn't need any certification, resume of past clients, etc... in order to get the job. Now that is almost ALL the work that I've done in IT, and even before the divorce Ms. Fenton refused to give me a letter of recommendation because she was mad at me for confronting her boss to give her a (highly deserved) raise, while I CHOSE to terminate my contract with her firm.

I saw it as being "just enough work to keep me from doing something really productive", so I wanted to obtain vocational training to get a REAL job in computers! (I typically made less than $10k per year helping her firm, while that just wasn't enough to be satisfied.)

(in on computers – everything is so specialized these days) to can't do ANYTHING

If I had the ability to make any REAL MONEY on computers, I would have been GONE long, long ago! I've spent 4,000 HOURS trying to simply get FREE of the CHARACTER ASSIGNATION which took place in Williamson County Chancery Court, without even the realistic HOPE of recovering any of my MONEY for the approximately $250k I was strategically ROBBED. If I had ANY skills or ability for gainful employment, I would be making the MONEY and paying someone to take this to Federal Court and have the entire case overturned for being a massive collusion of FRAUD! Yet like always, all that I have is my OWN TIME, and my ability to research and learn, while this year long involuntary "legal internship" merely in an attempt to LIVE THROUGH THIS ABUSIVE DIVORCE, has robbed me of so much more than just money! It robs me of everyday that I COULD spend with my elderly mother while she is still healthy enough to get around! It robs me of the SECURITY of knowing that I WON'T be ARRESTED randomly WITHOUT WARRANT, due to any fraudulent claim by my ex-wife, Attorney Story, or Judge Binkley, as they have repeatedly DEMONSTRATED to me that TRUTH, HONESTY, CARE, and HONOR are NOT amongst them when it comes to how they treat me! Far beyond the point of benefitting any party! I honestly believe that some of what Ms. Story has done to me is void of all conscience, and downright sadistic, as I will SHOW you later in this document! Simply to ABUSE me to the greatest extent possible from 600 miles away!

For years I've said that "MY TIME IS WORTH MORE TO ME, THAN IT IS TO ANYONE ELSE!" That's not to say that I didn't WORK! I've WORKED HARDER THAN MOST PEOPLE, THAT I KNOW! Even Ms. Fenton would agree with that if she were HONEST!

ime of opportunity at Vocational training, or A to me since she left, any more than she has maliciously abused me through ceasing all of our assets and abandoning me! She also knew that I had reached the point where I could claim HER FAULT in our divorce, because

was a FRAUD! A DECOY from what REALLY HAPPENED! Because what really happened would cost a FORTUNE to litigate, while showing there was NO VICTIM in this divorce, but rather we had a bunch of GREAT YEARS, we bought a new house, we suffered HORRENDOUS ROOFING DAMAGE which cost us TWO YEARS of constant fighting to save our lives, fix our home, win a judgment, try to collect that judgment, while forcing Husband to sacrifice his business contract with AT&T, to devote ALL my time to mitigating our damages, as we were hemoraging far more money each month than I EARNED!

ithout and wouldn't yield near the return that their Litigiously Abusive completely fraudulent narrative did, which they were able to completely establish in the mind of the Court, with the insidious claims about the "Disturbing" no Trespassing signs, and the request for an Order of Protection leveraging even MORE LIES, to portray me as a MONSTER, while the "Disturbing" no Trespassing signs were DESIGNED by MS. FENTON at her OFFICE using her employers CAD SOFTWARE!

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REPORTING ELDER ABUSE AND NEGLECT

According to the National Center on Elder Abuse, only 1 in 14 cases of elder abuse ever come to the attention of authorities.

Tennessee is a mandatory reporting state. If you see abuse — or even suspect that an adult is being abused, neglected or exploited — you must report it. Call the Tennessee Department of Human Services Adult Protective Services unit, toll-free at **888-277-8366**.

WHO SHOULD I TELL?

If the abuse is happening now, call 911.

If you suspect elder or adult abuse, call Adult Protective Services at **888-277-8366**.

If the abuse is physical, call Tennessee Domestic Violence Hotline at **800-356-6767**.



WARNING SIGNS OF PHYSICAL ABUSE

Bruising, especially in the torso or head; frequent injuries from accidents; broken eyeglasses or frames; caregiver's refusal to allow visitors alone with the older person.

WARNING SIGNS OF EMOTIONAL ABUSE

Isolation of the older person or refusing to allow visits alone with the senior; observed threatening or belittling of the older person by the caregiver.

WARNING SIGNS OF NEGLECT

Unusual weight loss; malnutrition; dehydration; untreated physical problems; unsafe and unsanitary living conditions such as dirt, vermin, soiled clothes and bedding; inappropriate clothing for the weather; desertion or abandonment of the older person in a public place.

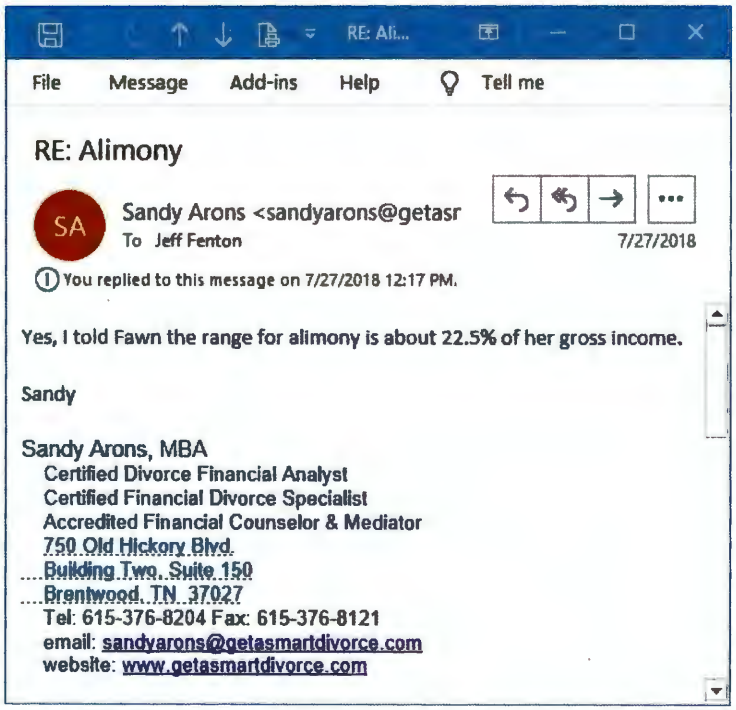
WARNING SIGNS OF FINANCIAL EXPLOITATION

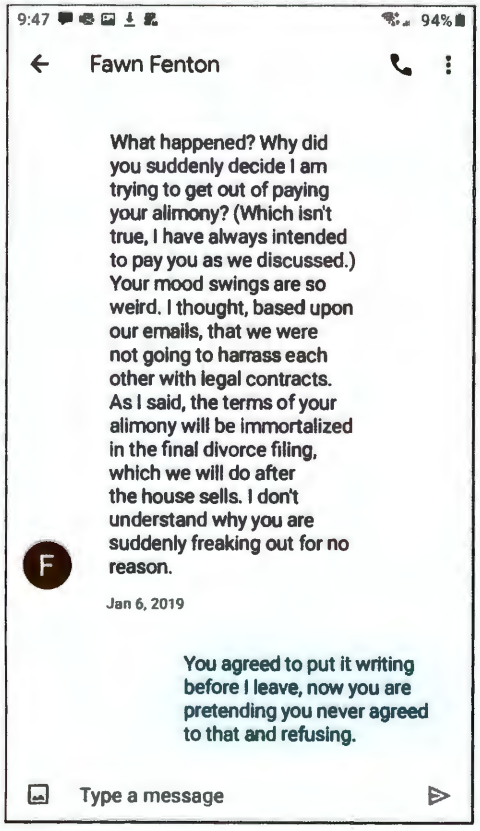
Significant withdrawals from the vulnerable adult's accounts; sudden changes in their financial circumstances; valuable items or cash missing from their home; increase in junk mail soliciting purchases or payments for sweepstakes money; neglect of the victim, such as no food in the home; and maintenance and repairs of the home are ignored.

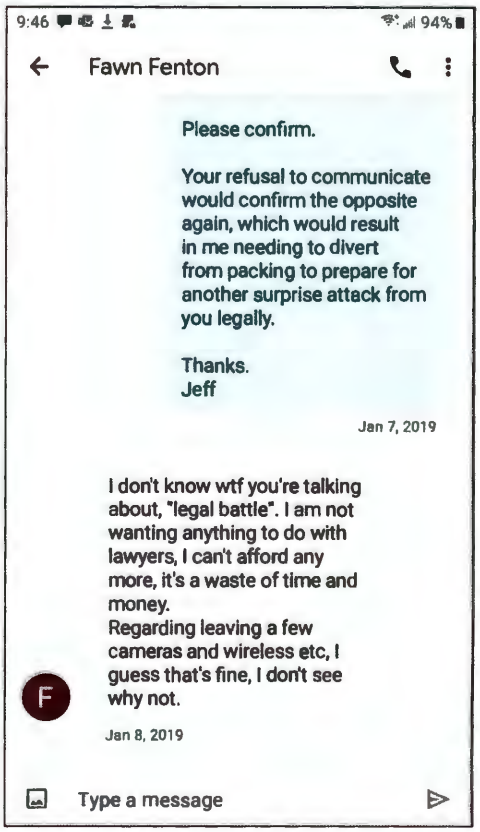
TCAD
TENNESSEE COMMISSION ON AGING AND DISABILITY

502 Deaderick Street | Nashville, Tennessee 37243 | www.tn.gov/aging | Main Office 615-741-2056
Information and Assistance 866-836-6678 | SHIP Medicare Counseling 877-801-0044

2019-01-04 MS. FENTON DEFAULTED ON OUR "VERBAL SETTLEMENT AGREEMENT" to AVOID PAYING ME ALIMONY AS AGREED at 22.5% of Her Gross Income for HALF the TERM of Marriage $1,750 PER MONTH for 6-YEARS Repeatedly PROMISED by Ms. Fenton







Fawn Fenton
(615) [redacted] • mobile

I've spent the past two years trying to teach you and your family that we are conjoined, legally and spiritually, and no one can hurt one without hurting the other.

You've ran up over $40k in debt in your own name in the past year trying to prove me wrong, and you've set yourself up for the a financial and tax nightmare for the next decade, and you STILL can't SEE it!

That's just SAD!

At what point do you start to question your logic and that of the council you have received, over this past year?

What does it take?

I told you BEFORE we bought this house, that if we buy this house you are choosing to be an architect for the rest of your life, or we simply couldn't afford it.

I didn't push you either way, but stated it mater of factly, which you acknowledged.

Then I ASKED YOU for YOUR CHOICE, and you said that YOU wanted to purchase this home and that you agreed to maintain a high paying job as an architect for the rest of your life.

100% Your Choice, NOT Mine!

You KNOW that I was against this house, since the first time that we saw it, until I lived in it for about a year, when I finally fell in love with this home, this property, this street, our neighborhood, and the natural safety from storms which this valley provides!)

Try WORKING WITH ME AGAIN, it would AMAZE you at what we can DO TOGETHER!

If you continue to choose to work against me, the same principal works in reverse, we have the ability to stand-up to whatever the other one can dish out, wasting hordes of TIME and MONEY.

Since the very beginning of discovering that you want a divorce regardless of anything else, I gave tried REPEATEDLY to get you to WORK WITH me on it, to mitigate our damages. You refused every step until after your attorney's retainer was used up, and you had a massive list of complaints against you, to legally answer for.

Lets stop fighting and trying to control each other, to see IF we can do one last thing TOGETHER RIGHT, before we lose what little bit we have left.

Yes, I know your motives, both with this sale and with the alimony. Both will be addressed as promised, or neither will.

Likewise I think that you know my motives in this sale and with the alimony, to try to rebuild myself and a small portion of what I've lost (and survive in the meantime).

Neither of us can get everything that we want, or we wouldn't even be here.

We are HERE because it appeared to be the financially wisest decision for both of us.

So lets make use of that, offer each other a sense of security and safety throughout this process, and not get so greedy that the entire thing blows up in our faces.

I WAS WRONG!

We CAN do this! But NEITHER of us is savvy enough to rip the other one off, so lets have some empathy and compassion for each other and try to END WELL!

I would gladly trade you positions in life, can you say the same thing to me?

Jan 4, 2019

F Can I come over this afternoon to get the TV?

Fawn Fenton (mobile) • Jan 5 20 9

No, not until we are back in agreement again. If you plan to stab me in the back again, with more games, then you are not welcome on this property in any capacity without my express concent.

I still don't want lawyers, but if it comes down to hiring representation and going through the courts, or you screwing me on our agreed upon alimony, taking a much lower paying job to avoid taxes and force me to fight all over for alimony, as seems your current plan, then I need a court order preventing you from doing that.

I was trusting YOUR WORD to sign a legally binding alimony agreement, written without lawyers, but legally binding all the same.

You conscented to that, after which I am willing to hold up my end of the bargain. Without that equitable security in my hand, anyone can see your scheme to screw me once again, you abandoned our home, I will not strengthen your legal position by doing likewise, moving out of state, and mooching off my family.

It is not my wish to litigate, but the alimony is worth far more to me than the proceeds from the sale of our home, so if litigation is required for you to be FAIR and pay me as promised, then we
Should do that now while you still have your job at Adkisson.

You are ALWAYS looking for a way to screw me over!

Don't worry, I will commit my every free moment to finding the recording where you promised to sign an alimony agreement before I had you a POA to sell our home. Again, it is all these games you play and your constant lying, which continues to keep me from moving forward and drags this process out!

Jan 5, 2019

F I am NEVER trying to screw you over. You are paranoid.

Fawn Fenton (mobile) • Jan 5, 2019

Then KEEP YOUR PROMISES!

I have a plethora of audio and video footage proving beyond a shadow of a doubt, that you have repeatedly lied to me, the police, your attorney, and even Sandy for your own gain.

My doctors have been able to stabilize me on my meds now, and I've had TIME to accept your betrayal of our marriage vows along with your agenda, at ALL costs. A great deal of that I am powerless over, regardless of how unfair that is. Yet I do have certain legal rights to protect me and my livlyhood against portions of your agenda, which I have every intention of exercising, whether that be through the court system or simply by working TOGETHER between US.

I'm not going to fall for the same tricks you used on me last time: your not going to be able to bait me, shock me, terrorize me, or anything else to derive an inappropriate answer or reaction from me (or a "rant" as you like to call it).

I've learned a lot by watching you, so I shall employ your own strategies of silence despite accusations, and being "too busy" to reply.

Silence does not mean that you are correct, silence means that I see no value in arguing with you.

There is nothing more to discuss. I will call Judy Monday morning and explain the situation to her.

If you sign a legally binding alimony agreement prior to either of us taking legal action or harassing the other further, I will begin packing in earnest, and hope to be out of here by the first week in March (I told you that I needed 3 months from the time I received back the non-suit papers, which you just finally emailed me right before Christmas).

As a result of your actions here, that clock has since stopped, and my attention will be diverted from packing toward legal research and self-preservation, as I know now that you enjoy providing ZERO warning before taking an action against me, so I must prepare for every plausible scenario.

You are breaking your promise, which this deal was contingent upon. Until such a time as your promise is kept, without legal involvement, my focus and herein stated intentions shall not change.

As I said before, it is your choice FIRST, whether or not to keep your promise and put your promises regarding alimony in writing, in a legally binding and enforceable format. Then it is my choice, depending upon what happens between now and then, as to whether or not you have done so in good faith, and weather or not I can TRUST you to act in BOTH of our best interests, without relying on the court system to ensure that I am not taken advantage of any further.

Please let me know what you decide. Until I hear otherwise, knowing you, I will assume the worst and continue to protect my interests, and you are NOT

allowed on this property in any capacity, since it no longer is you residence, and by abandoning me and our home, you have forfeited that right, for as long as I continue to reside here. It shall be considered criminal trespassing should you violate you request to terrorize me further.

In as much as you enjoy having your "safe place" at your apartment, which I have NEVER visited uninvited, I too want to enjoy my "safe place" without you EVER visiting uninvited. Especially with my anxiety disorder, you KNOW how critical this is for me!

Thank you.

Jan 5, 2019

F

What "promise" are you accusing me of breaking now? Did you see in your email where I forwarded you our original conversation on you moving out and selling the house?

Fawn Fenton (mobile) • Jan 5, 2019

A side contract, not filed with the court, but is legally sound and actionable (if needed), defining your financial commitment to pay me TRANSITIONAL alimony, at the amounts and terms previously agreed.

That happens before I provide you with any POA, or grant you access to this property. (To which you told me recently, "just draw it up, and I will sign it.") I EXPECT that! Not before I pack, as I am already packing, but before I provide you with a POA or officially move out.

That is critical to me, PRIOR to turning this property over to you.

Don't worry, I'm more dedicated to packing now than ever before. I personally want NOTHING to do with you after I leave. Just your alimony as agreed, and nothing else! With the alimony, I will rebuild my own life. Not anything near as nice as the life that we shared, but the life that you have chosen for me, regretfully beyond my control.

But without legal assurance in writing that you will keep your promises regarding my alimony, and that you will maintain a job which enables you to continue to do so after Adkisson is over, I have nowhere to go, and no money to go there with!

You keep your promise, or you keep ME!

You are no friend, we will never be friends again. I can't trust you with the smallest detail.

KNOWN A YEAR IN ADVANCE!
This was the WHOLE Problem!

I'm researching Body Cams tonight, to wear whenever I am in your presence.

If you prefer to hire a lawyer again, than keep your word, I'll invite the person who serves me in for a drink, but know that I will have a motion ready to file the very next day for you to pay my legal fees as,multiply promised.

Also know that I won't be interested in a "payday" anymore, but to repay all my creditors, so I can get some vocational training, work, and live without looking over my shoulder anymore!

In court I will also seek "transitional alimony", so you can't just decide to screw me more by taking a low paying job, because you have failed to make any tax smart choices to set yourself up for the future.

I've tried repeatedly to help you, even at my own significant expense, yet you have refused, without any discussion even. (Which tells me that you're planning to downsize your entire lifestyle, or some family money is waiting in the wings for you.)

Regardless. if this ends up back in the courts jurisdiction, because you refuse to play fair, I'm pretty confident that it will financially be to my long-term advantage.

It's your choice for now, and then mine!



Jan 6, 2019

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.) Your mood swings are so weird. I thought, based upon our emails, that we were not going to harrass each other with legal contracts. As I said, the terms of your alimony will be immortalized in the final divorce filing, which we will do after the house sells. I don't understand why you are suddenly freaking out for no reason.

F

Fawn Fenton mobile · Jan 6, 2019

You agreed to put it writing before I leave, now you are pretending you never agreed to that and refusing.

As long as you keep your promise and sign the document I draft detailing the terms which we've already informally agreed to, then there should be no change in plans.

If you deny me that security which you promised, then that changes everything.

Our "final divorce filing" might be AFTER you change jobs, and I don't trust you not to try to renegotiate or subsequently reduce my agreed upon alimony.

Hence, I need your assurance in writing, BEFORE I do you the favor of trusting you with the last bit of wealth that I have left in this World, after 2018's Cyclone Tootie!

We alreadt talked through this and you gave your verbal consent. Now we just need to follow-through and DO it.

No lawyers or courts ever need to be involved, unless you default. But I'm not releasing this property without you doing what you promised and signing a side-contract assuring me of exactly what my alimony will be, along with the duration, and starting upon sale.

That was "the deal", that is still "the deal". If your intentions are as you claim, this should be of absolutely no concern to you. When you start breaking commitments and withdrawing my last bit of security, you send off alarm bells, especially after what you have put me through over this past year.

As I've said 20 times now, IF you do as promised, and provide me with legally tangible written security regarding my alimony (which we can draft, no attorney's need to be involved), then I will keep my end of the promise too.

End of discussion.

If you care to carry on further, then you are confirming my concerns that you plan to betray me again.

No more words need to be said. You just need to follow-through with your ACTIONS, then I will too.

As previously stated, in the meantime, I AM packing as quickly as I can, while fulfilling the rest of the responsibilities that I have in life, like caring for Tweetie's special needs in this season, etc...

Enough said!

Jan 6, 2019

So "are we good" to proceed, where I can keep focusing on packing and breaking down my office, or do I need to focus my time on another legal battle with you?

I can't do both, so I need to know. I won't break down my office until you assure me that we are on the same page still, working TOGETHER, rather than pursuing legal action again.

For now I'm operating in "good faith" that we are still transparently and honestly WORKING TOGETHER. As you know, I have plenty to pack, which is my main focus now, rather than fixing stuff with the $300 in supplies I told you I got at Home Depot.

Rather than spending another $50 at Porter Paints to try to get an exact match for our soffit color (we have 3 different formulas all saying they are for exterior paint), I will just use the newest, and if you can tell any color difference from the ground, you can just have your handyman touch it up after I'm gone.

However, regarding my office, it will primarily stay intact, until I have your assurance that we are STILL on the SAME TEAM, proceeding as previously planned (together), without further legal disputes between us.

Please confirm.

Your refusal to communicate would confirm the opposite again, which would result in me needing to divert from packing to prepare for another surprise attack from you legally.

Thanks.
Jeff

Jan 7, 2019

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. Regarding leaving a few cameras and wireless etc, I guess that's fine, I don't see why not.

Fawn Fenton (mobile) • Jan 8, 2019

Ok, thanks. I just checked my two tiny CC's and I am BROKE! (One was accidentally $8 over the limit... I ordered packing supplies on Amazon and accidentally charged one order to the wrong card...

I'm telling you, it is getting TIGHT over here!

I'm going to need to call my mom to borrow another grand before I can buy ANYTHING.

Between all the financial paper mess, all the divorce paper mess, all the evidence research and paper mess, and all the Social Security application and responses paper mess, my level of organization currently has never been worse. This has been an extremely overwhelming year!!!

If anything takes me off track, I'm going to crash and burn! (I just can't keep up, with all the change, and all the fighting, and all the responsibilities of taking care of myself and Tweetie, living on a budget that is $500+ in the RED each month, plus how overwhelming undoing my precious work and packing is.

I'm barely hanging on... I think I might have one clean dish left, and the dryer has been full for 2 days.

I'm trying to get the outdoor stuff done because it finally quit raining for a couple of days.

Poor Tweetie is only seeing me at bed time and when I eat every 10-12 hours.

This is a LOT of work!

Try to be a little nicer to me please! I need as little stress as possible to stay on task. When I think I need to protect myself against you more, my World comes apart at the seems right now. It is more than I can take.

I'm sorry! I honestly don't know when I can trust you and when I can't anymore!

I'm so TIRED of not being enough...

Jan 8, 2019

2019-01-11 OFFERING MS. FENTON REDUCED ALIMONY IF SHE IS INTERESTED IN KEEPING OUR HOME – ANY WAY I CAN HELP!

Jeff Fenton

From: Fawn Fenton <[redacted]
Sent: Friday, January 11, 2019 4:18 PM
To: Jeff Fenton
Subject: RE: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

Ok, thank you for the info!

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Friday, January 11, 2019 3:25 PM
To: Fawn Fenton <[redacted] Fawn Fenton <fawn.fenton@live.com>
Subject: Re: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

If their internet appraisal comes in low and they balk at the $450, tell them about the major improvements we've made, and that we can provide receipts/documentation for... their computer appraisal would know nothing about those. So they'll likely raise the value when you tell them that and maybe shoe them a few receipts.

Sent from my METICULOUS Android

From: Jeff Fenton
Sent: Friday, January 11, 2019 3:16:13 PM
To: Fawn Fenton
Subject: Re: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

Damn phone...

Otherwise it will fuck up your income to debt ratio.

Maybe I'll work on taxes then.

Don't mention the tax thing to any lenders until after you find out what they can offer, tell them specifically that you are wanting to do it for "debt consolidation" to pay off your credit cards, which will help your income to debt ratio a lot.

Another consideration, second mortgages don't require a full doc loan. They often will just do an internet appraisal like on zillow. So tell them the value of the house is $450, that will help you qualify for more.

Also, Cole let us refi the second without our taxes current, with just your W-2 statements, so at the end of talking with each lender, ask if that is possible with them.

2nds will rarely pay for an appraiser to set foot on the property, so they are more flexible on the values as long as YOU look solid.

Many charge NO closing costs, or extremely low closing costs!

Just thoughts for you...

Jeff

1

Sent from my METICULOUS Android

From: Jeff Fenton
Sent: Friday, January 11, 2019 3:04:38 PM
To: Fawn Fenton
Subject: Re: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

Contact MIT credit union, I remember seeing something about amortized second mortgages from them.

Don't mention to any lender the alimony or possible third mortgage, keep that between us for now. Otherwise it will fuvk

Sent from my METICULOUS Android

From: Fawn Fenton <[redacted]
Sent: Friday, January 11, 2019 3:00:07 PM
To: Jeff Fenton
Subject: RE: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

Let me work on this some more. I'll call BCS and maybe a couple other banks to find out about what the terms would be to re-fi the second only.
I'll try to get back to you next week some time.
(Meanwhile, keep packing! Or if you need a packing break, work on taxes. Hehehehe.)

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Friday, January 11, 2019 3:39 AM
To: Fawn Fenton <fawn[redacted]outlook.com>
Subject: Re: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

This makes me HAPPY!

Here is what I recommend:

Leave the first mortgage alone, it's not worth the higher interest rates or the additional term to refinance it. (You want to retire someday!)

Refinance your second, either with Al, as he suggested before, or a different lender (with Al you can probably get more money at more favorable terms, but have him register it as a legal second mortgage, so that you can write off the interest as mortgage interest on your taxes, if he is ok with that.)

Set it up as a 30 year amortized second mortgage (if possible), you can always pay it ahead later if you have the cash flow, to shorten it.

Refinance the second for as much as you can get, and you can apply everything over the amount of your existing second, to your credit cards. If you do this, and don't change your first, (since I believe this is best for you long term), you can skip paying me anything for my equity up front, until the undetermined end when you sell the house, or after the mortgages are both paid off, you could make installments (whatever you can afford) until a set amount is reached (if I die first, or at anytime, then you owe me nothing for alimony or equity, just make sure that I didn't die owing my mom any money...) which might be $5k or less. Square that up, and I'm a happy dead person! Nothing more owed!

2

Case 1:23-cv-01097-PLM-RSK ECF No. 1-28, PageID.1523 Filed 10/13/23 Page 4 of 145

Or you could just add two more years to my alimony, making it eight years at the $1,750 per month and I'll leave it here as it sits, minus my guns, computers, personal effects, and tools... you can keep all the furniture you want except my bed and Tweetie stuff.

I'll sign a quit claim either way.

If that still won't cash flow for you, I'd rather that you pay me less each month in alimony than refi the first (like $1,600 or $1,500 per month), but compensate me for the difference by increasing the duration, so that I receive the same amount in the end. (No interest necessary.)

If you still really want to refi the first, I'll work with you any way you want. Whatever makes it work for you, but I really prefer that you leave the first alone.

If you can figure out how (technically), along with the tax implications for both of us, and makeup the difference to me (If I am taxed at a higher rate than with alimony),
then you could call the alimony a third mortgage, if that helped you write-off more from your taxes. (As long as in the end I am compensated the same, I don't care what we call it or how we structure it.) If you are ever questioned, you could just say that you are repaying me for my cash and labor in our home, instead of calling it alimony or spousal support.

Since I will remain in a lower tax bracket regardless... this might actually benefit us both tax wise. If I'm required to pay income taxes on "alimony" (which I don't know, it seems like double taxation if they tax you on it first) but not required to declare the principal portion of a loan being repaid, and if I only must declare "interest" as income for tax purposes. (You'd need to figure all that out, or ask Al, he may know.)

You could work backwards to figure everything out: so say that you are paying me $1,750 for 8 years... 6 for my alimony, the final two for my equity as it sits, then the total amount of those payments is: $168,000. (You don't need to really pay me any interest for this scenario, I only use the term to express the portion which you could payoff.)

So working backwards with an amortization calculator, figure at 15% interest for the best tax write-off for you, plus third mortgages typically are much higher risk and higher interest rates (few if any banks do them anymore, but I had one years ago.)

So using a reverse loan calculator (I'll email a link from my computer, I'm on my phone), if I'm doing this correctly, with a monthly payment of $1,750, at an interest rate of 15%, for a term of 8 years, with no deposit: that backs out to a principal loan amount of $97,518.00. Which means that the remainder of the $168,000 = $70,482 you could declare as mortgage interest over the 8 years, either amortized (which would have you paying more interest in the beginning and less at the end, which would work well on my end probably. because I plan to make less (if anything) in the beginning, and hopefully more towards the end).

You could also pay it as simple interest if you prefer, which would be an additional $8,810.25 per year in interest which you could write-off your income for each of the eight years.

Now lets say that you can only afford payments of $1,500 per month, to cashflow (keep your first, refi second. Turn alimony into third.)

So $168,000 divided by $1,500 per month, equals a term of 112 months which is 9.3333 years (instead of 96 months, which was 8 years before).

So using the reverse loan calculator (this is a rough number, because this particular calculator only accepts whole years, so it won't accept 9.3333 years, it will only accept 9 or 10, so I used 9. So there would need to be a tiny adjustment to this, but it should give us a good idea.

Monthly Payment: $1,500
Interest Rate: 15%
Term of Loan: 9 years
Deposit: $0
Loan Amount: $88,629.76
$168,000 Total - $88,629.76 Principal = $79,370.24 in interest, which could again be amortized, or simple interest at $8,819 per year in additional mortgage interest which you could write-off on your taxes, for 9 years.

That way you'd owe me nothing up front, and nothing at the end.

That idea might workout pretty well for you, but you'd need to do the research and make sure that you can still write-off third mortgage interest, and the tax implications for both of us. That sounds like a good idea to me though! Run it by your dad or Al.

If you don't like any of these options, the answer is YES to all your questions below. I'll work with you on this any way which allows me to survive, while helping you keep this home.

I just ask that you please be fair with me and help me to get approximately the same amount in the end. No interest necessary.

Don't be afraid to propose anything, which would really help this make sense for you! I by FAR prefer this than us selling the place, dealing with all the time, risk, lost value, and killing you with taxes for the next decade!

I want you to be HAPPY and be REWARDED for making lots of money! Not just rewarding Uncle Sam!

I told Todd that any time Uncle Sam is getting paid more than ME, that somewhere money is being thrown directly into the trash!

There are very few things which I'll say "NO" to about this, so please figure out what you need to make this work! (Not just in the short term by refinancing your first at higher rates for a longer term, but which will BENEFIT YOU the most in the LONG term!)

Remember, you can always temporarily get a roommate to help close any temporary financial gaps, or simply to get ahead quicker!

And your pony gets to live in a GARAGE again!!!

Please let me know as soon as you decide, so I don't remove anything that you might want to keep, like the alarm, safe, or dehumidifier, etc... It is all included at that price, if you want them, while they are still here and installed.

That would change how I leave the network too, because I would leave you a much more bad ass setup!

It would sure make my packing a LOT easier!!!

I hope you can find a way to say YES! I know in my heart that you can, and everything will work out so much more prosperously for you in the end!

Of course I can't force you, or we would have gotten past this months ago, but I REALLY WANT THIS FOR YOU!!!

I don't want to feel like the guy who fucked-up your life! Especially when I KNOW that with the right choices you can still PROSPER!!!

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The reality is, like it or not, you simply make too much money not to have some tax write-offs, and not enough money to dig yourself out for a long time, once this opportunity passes!

This house started as YOUR DREAM! LET IT END THAT WAY TOO!!! FOR YOU AND PUP PUP, AND ALL YOUR FUTURE GUESTS!

I told Rito yesterday, that your mom used to complain all the time, but now when she visits, she must sleep on your couch, between two bunny cages which smell like piss!

I told him that as much as your mom deserves that, it just breaks my heart for YOU!!!

I know how important it is to you to be ABLE to comfortably host your family!

PLUS pup pup is tired of that damn apartment living!!!

Anything I can do to help make this a reality for you, please at least ask!

Jeff

Sent via the Samsung Galaxy, an AT&T 4G LTE smartphone

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2019-01-21 WIFE EXPLAINS HEALTH PROBLEMS ARE A RESULT OF HER EXTREME CASE OF MENOPAUSE (WHICH HAS LASTED OVER 7-YEARS). HORMONE THERAPY HAS BEEN INTERFERING WITH HER NARCOLEPSY MEDICATION (XYREM) CAUSING HER SLEEPLESS NIGHTS AND CONSTANT HEAVY NIGHT-SWEATS (NARCOLEPSY WAS WELL MANAGED FOR A DECADE PRIOR)

2019-01-21 Fawn - Night Sweats and Narcolepsy Meds Problem (Only Seeping 1-Hour at a Time)

Jeff Fenton

From: Fawn Fenton <[redacted]
Sent: Monday, January 21, 2019 2:48 PM
To: Jeff Fenton
Subject: RE: Taking up a collection for one of our neighbors!

The Lusky's are the couple that live at the far end of Sunnyside Court (Robert's street), they have the two dogs, Mikey (fluffy brown/beige) and Scout (larger black short-hair); they've lived in Sunnyside forever, since their house was built in the 70s.

My fawn@fentonmail email is still on the mailing list for the Sunnyside NextDoor app, but I don't always look at the posts very often, and I had not seen that one about the wreck. I sure hope Mrs. Lusky recovers ok.

I stayed home from work today. I am not sure if I am borderline getting a cold, or maybe I'm just f'd up because of lack of sleep. I have figured out that the Xyrem is directly causing the night sweats now – the larger the dose, the worse I sweat, and even a large dose won't keep me asleep for more than about 1 hour. I called my sleep doctor, and he said there isn't much else we can do, since xyrem is the only medicine available for narcolepsy. I can cut back or stop taking the xyrem in order to not have the night sweats, but then my sleep doesn't make me feel rested. I've been experimenting with low doses of xyrem.... So far it looks like if I take 1.0 grams or less, I won't sweat. (One normal dose is 4.5 grams; 2 per night = 9.0 grams is my normal prescription.) Maybe I'll try taking 1.0g every hour or so through the night, or whenever I wake up all night.... Ugh.

Looking forward to talking to Terry tomorrow. (Sure you can bring the bag of grass seed, thanks!) See you then.

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Monday, January 21, 2019 1:10 PM
To: Fawn Fenton <[redacted]
Subject: Re: Taking up a collection for one of our neighbors!

Sure.

Flipped 3 times! That's crazy!

Like I said, when I turned onto Sunny Side, tiny pieces of glass couldn't be avoided. It was clear that a wreck was there, but I had no idea it was so dramatic.

I don't think I know who she is, but that is certainly unfortunate.

I noticed the glass in the early afternoon too, which is a strange time to be drunk.

You're welcome. I didn't know if you were still on the mailing list or not.

Are the roads fine? Is it "safe" to get ice cream?

Are you all set for our appointment with Terry tomorrow morning? Do you have his Maryland Farms Address? Give yourself an extra minute or two, I had to circle the block the first time I went there, because the entrance to the building is on the side, but the name of the building is on the front.

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2019-01-21 Fawn - Night Sweats and Narcolepsy Meds Problem (Only Seeping 1-Hour at a Time)

If you have any trouble, remember you can text me, and I'll text you right back. If you call this number though, it won't ring through; however, if you leave a voicemail with Google Voice, it will immediately transcribe it and send it to me.

Do you want me to bring a bag of grass seed and spreader with me, or do you want to wait until spring?

Remember, feel free to bring Terry a list of questions about me to make the most of this opportunity. I told him to disclose ANYTHING to you, and I've never had a psychotherapist who has understood me better than him. If you feel it would be beneficial to schedule another appointment next week, then just speak up and let us know, and we'll do it.

Thanks!

I hope that today is kind to you, and that you can rest well tonight.

JEFF

Sent via the Samsung Galaxy, an AT&T 4G LTE smartphone

2019-01-23 MS. FENTON EXPLAINS HOW MY DISABILITY PREVENTS ME FROM MOVING FORWARD AND ACCOMPLISHING GOALS

Jeff Fenton

From: (615) 333-7377 <16158371301.16153337377.km4F34MBb9@txt.voice.google.com>
Sent: Wednesday, January 23, 2019 4:14 PM
To: 837.1301@gmail.com
Subject: New text message from (615) 333-7377

Voice

Hello, I pray for some peace for you today. (Regarding your text right above, I used to always think of you like you were riding a stationary exercise bicycle; peddling furiously, working so hard, but going nowhere. Sorry, not that that helps.) Anyway, my cold is much much much worse today. At least I have donuts, those sure are good and cheer me up.

YOUR ACCOUNT HELP CENTER HELP FORUM

To edit your email preferences for text messages, go to the email notification settings in your account.

Google

Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

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2019-04-15 NOTIFY MS. FENTON ABOUT MY ROOMMATES ENABLING ME TO ASSUME FINANCIAL RESPONSIBILITY FOR MORE HOUSEHOLD EXPENSES

SHE ACTS LIKE EVERYTHING IS NORMAL, NO MENTION OF FINANCIAL FAILURE, MORTGAGE DEFAULT, OR BANKRUPTCY

Jeff Fenton

From: Fawn Fenton <fawn.tiffany@outlook.com>
Sent: Monday, April 15, 2019 3:17 PM
To: Jeff Fenton
Subject: RE: Roommate, Lawyer Fees, and your Monthly $500 Support

Thanks for letting me know what's going on with you.
And thanks very much for getting the 2015 taxes done. I really appreciate that.
=)

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Monday, April 15, 2019 1:57 PM
To: Fawn Fenton ([redacted] <[redacted] Fawn Fenton <fawn.fenton@live.com>
Subject: Roommate, Lawyer Fees, and your Monthly $500 Support
Importance: High

Hello Fawn,

I'm glad we got the taxes done yesterday! That is a relief! Needless to say, the past week has been a week of hell for me, trying to pull together all the loose ends at the last moment. I still would like to get you the docs for 2017 as soon as I can, and at some point work on the 2016, but I expect that to be the worst year yet, and I'm unsure to tell you the truth, how to approach it.

If you find out that we don't owe for 2017, then I will feel better about 2016, but I'm not very confident about either, which is why I've been recommending that we leave the money on deposit with the IRS. I've been in a jam with them before, so I know that if my gut is right about 2016 or 2017, we'll be glad to played it safe, instead of paying them interest for those years PLUS needing for YOU to pull thousands of dollars out of thin air.

Speaking of thousands of dollars, I just want to say, that I believe that not only how you filed our 2018 taxes was illegal, but also how you unilaterally decided to divide the return, I believe was also illegal. I don't believe that it matters what date you moved out. As long as we are legally married, and have not yet gotten legally divorced, I believe that absent a fully executed settlement which says otherwise, that I am legally entitled to HALF of ALL tax refunds, as LONG as you are CLAIMING ME AS A DEPENDANT. IF we FILE JOINTLY, then the refund is ALSO JOINT. Please feel free to call the IRS and inquire about that, but that is my understanding about the law. As I mentioned, I had to pay my ex 50%, for a year in which we were legally separated, lived at separate residences the ENTIRE TIME, but where I still filed jointly, without her having ANY income that year. I believe that if we are even legally divorced, but we are filing JOINTLY for a year when we were still married, living together or not, that we are EACH entitled to 50% of the refund.

Honestly, as with everything that you've done over the past year, what upsets me the MOST, is not the amount of money, but you PLAYING GOD, or treating me like your RETARDED CHILD, and making DECISIONS UNILATERALLY. That is what has been the most BULLYING experience of them all, since you waged your divorce war on me. Until we are legally divorced, you don't have the legal authority to make ANY decisions which involve both of us, UNILATERALLY, any more than I do, or that you want ME to start making UNILATERAL DECISIONS which affect YOUR LIFE.

Anyhow, what you paid me was wrong, and I believe illegal, but I've been so busy lately, that I didn't have time to fight with you about it.

You may have noticed that you haven't heard from me much lately, and enjoyed the reprieve, but that is because I have been so busy with so many different things. I've been working with an attorney (which needless to say, is costing me

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thousands of dollars) to figure out how to deal with all the challenges which currently face me, prioritized by urgency. First the $34k BCS default judgment, which goes to trial next week. How to obtain my vocational training, whether there are state programs which may help fund that, or how to obtain those funds. Dealing with my other debtors, and whether I need to file BK, or how he advises that I deal with that. What to do about the house, whether to possibly put it in a trust, or some way which will help protect it rather than force the sale, when we get divorced. (If the sale is forced, at this point, the proceeds will no longer be split 50/50, since the default judgment to BCS will be required to be paid, and since neither of us will be able to walk with any cash, due to our creditors (which was my whole incentive for the 50/50 split), we are going to need to have our depts split proportionately, or however the court determines is fair (this is not a threat, but some of my debts, which were all marital (I owed nothing on CC when we moved to SS) will be assigned to you, unless the attorney helps me negotiate my debts down or helps me file bankruptcy, which is all under consideration, but will take a while to figure out, or we reach a fully executed settlement which states otherwise. Anyhow, my objective with this attorney, is not to face ONE of my challenges currently, but to help me come out the other side, FREE and CLEAR, with GAINFUL EMPLOYMENT, and becoming completely financially SELF-SUFFICIENT as quickly as possible! I expect that he will help with the divorce last, because of all the other urgent matters currently, and with our divorce, whether that be through mediation, arbitration, or a trial. We've spoken a little about that, but not extensively yet, since I have so much on my plate, and I've bombed him with so much information. He is a really kind, fair guy, and I've made it clear to him that I'm not looking to "milk" you or get "all that I legally can", but rather I just need a "fair" settlement so that I can survive this storm, hopefully without losing our home. But like I said, there is a lot on the table ahead of that. I just want you to understand where my time and money is going, why I still don't believe that I'll be able to obtain a job immediately, to deal with all these other major factors.

So my life has been FRANTIC lately.

Also, I've obtained a roommate who has a lease, and is helping me out with some of the bills. So thank God for that! The big bedroom didn't rent for NEAR what you thought it would, probably because my life is in chaos currently, but also I don't think the market would bear anything near a grand for renting a bedroom. I played around with the number a little on the app which I advertised it on, and when the numbers were higher, I didn't get any response at all. Anyhow, my roommate is a cool dude, and we've been getting along well for a few weeks now. At least he is slowing down my negative cash flow a little bit, through the attorney is forcing me to borrow more and more to help me through all these challenges. Needless to say, this divorce, and the timing of it, left me totally screwed in a number of ways.

The attorney also mentioned a totally different TYPE of divorce, which I never heard of before, which could keep the court out of the decision making process, I believe, but I forget the name of it. I had never heard of it before. Anyhow, I don't want you to worry about that, or to force matters more quickly, without him being able to guide us through the smartest options for US BOTH, like I said, his primary goal is to deal with my creditors, help me obtain the vocational training that I need (he mentioned a couple of programs offered by the state), he mentioned a four year bachelors degree, but I told him that I'm really only interested in programs that are 6 months to a year, and at the most, as associates which takes two years, but the shorter the better. I'm just too old for a bachelors to make sense. He understands completely and agrees.

As I said, I've made it clear to him, that despite all the bullshit between us the past two years, that you are still the person with whom I love the most in the World, and that my goal is to become completely independent, making $25-$30+ per hour again, to where I can have a lifestyle comparable to what I had at the duplex before we met. He understands that I mean you no harm, and that if you are willing to keep the financing for our home in your name, then I'm willing to keep you on the deed with me, and he said that if we setup a trust, all that can be spelled out in the trust, as well as the consequences if I fail to make payments. Again, we've only touched upon this, I'm trying to get him to work with me on the side a little bit, at a discounted rate which hopefully I can afford, so I don't expect that I'm going to get a lot of his attention, all at one time.

Like I said, I sent him a information BOMB two nights ago, which I'm sure will take him a little time to work his way through, which further added to the stress of me getting the taxes done.

I still need to scan the taxes, and get my butt to the post office. I recently woke up... and I just want to touch base with you and let you know what is going on, since you refuse to ever speak with me.

The bottom line is, I need for you to please continue to send me the $500 per month toward my consumables, for as far as I can see currently. Of course, as soon as I'm able to survive without those funds, it is my hope to discontinue that. My attorney thinks that it is my best interest currently to focus my time on these other matters, especially on researching education, talking to Nashville Software School, applying for a boot camp, if that feels right, try to apply for some scholarships, since it will cost $12k plus, etc.... He seems to think this will help me become independent much quicker, than a $13 per hour job stocking groceries at Kroger. Maybe that will change, but that is where things stand now.

My attorney believes that I'm entitled to more than the $500, but I'm not interested in going down that road right now, as long as you will agree to keep paying me the $500 per month, so that I can survive and work on these other initiatives to better myself.

So, I just deposited the last $250 check that you sent me, if you can please mail me a few more, I would appreciate it. I expect that things will remain as they are for at least a month.

Whatever you do, please don't default on any of your debts, including the house, because the attorney told me that our house is "safe" from BCS regarding the $34k judgment (since I was concerned), no judge will FORCE the sale to satisfy solely one of MY creditors, since it is owned by us BOTH. However, if we both defaulted upon our debts, then a Judge could force the sale, like they did my duplex, possibly at auction prices, just to payoff the creditors with judgments, without any of our other creditors getting paid, except for what little is left over. In such an event, we'd lose everything, plus you would be legally required to provide me with other living arrangements, for at least the near future, as I try to obtain the vocational training I need plus find a decent paying job which will sustain me. In such a circumstance, we would both still owe a fortune. So that is definitely NOT the route that we want to go.

Don't panic, I'm not out to "get" you, or to "get everything I can", but I do need to protect my interests, since so far I have been bullied a lot, since you refuse to communicate with me, and since every creditor and their brother are pursuing me, and somehow obtaining judgments without me even being in court. So between that and my potential BK (I still PREFER to get free of MY debts, before a divorce, if that my attorney agrees that is the best course of action), that way I can negotiate with you for the house, without $100k of debt in my name to ALSO be negotiated over.

I ultimately want what is legally FAIR, and what will help US BOTH get to where we want to be in life, without EITHER of us simply becoming homeless, with their lives in the shitter. I've made clear to my attorney your concerns about taxes, and that is another thing which we plan to look at together.

Anyhow, between cleaning out the main floor and both spare bedrooms (I carried everything into the garage at first, and had to park in the driveway), modifying my lease for this property, finding a good roommate, giving my attorney the FULL PICTURE, along with supporting documentation in a way which I HOPE was not too overwhelming, and dealing with our taxes... which I must GO right now to mail... there is more that I DON'T KNOW, than that I DO KNOW. But I have a good feeling about this guy, he seems to really want to help me. I have not bequeathed him our home or anything like that. But that is costing me a few grand at the moment, though not nearly as much as your attorney charged, while not accomplishing anything. My attorney knows, that I don't want him to help me with just ONE of these challenges, but to come out the other side of ALL of these challenges. He also knows that I'm not asking him to litigate against all of them, but simply to advise me which are WORTH litigating against, and which are not, along with what order to handle them, so that I can come out the other side and rebuild my life. I've honestly gone as FAR AS I CAN ON MY OWN KNOWLEDGE! Things are too complicated now, for me to be able to proceed on my own, without concern for hurting myself further in the near future.

I've also told my attorney, that I'm willing to do as much of the LEG WORK as possible, in all of this, as long as he advises me and oversees what I do. He seems to have a really broad knowledge of the law, practices in both criminal and civil

courts, and has so far even caught a few things which Judy Wells told me, which were not legally correct. So I'm impressed.

So this email is just to give you a head's up about my roommate and to request that you please continue sending me the $500 per month, until I tell you otherwise. It is also to explain to you why I can't just run and get a bottom feeding job yet, but I'm not sure what my attorney will recommend in the future. I've told him that I want all future calculations, if we can negotiate a way for me to keep our house, based upon the assumption that I will work my ass off, with a job paying $25 - $30+ per hour, plus the expectation that I will have at least one roommate until I DIE.

I believe that is realistically possible, but time will tell.

Thanks for working with me yesterday to file our taxes. I need to move my ass now to mail them.

Tell my puppy HI for me.... I've also told him that you RARELY if ever let me visit my puppy... I'm not sure if he will get involved with that, we haven't had a chance to talk about things that minor yet, but I'm hoping that you will either start sharing better, or that the law can compel you to share better. I'm willing to reciprocate by sharing Tweetie. But these unilateral decisions, which infringe upon the legal rights of the other, MUST stop. You MUST start treating me like an adult, or you will be held legally accountable.

Have a good day! (FYI... I did not proof-read... if I missaid anything, because I NEED TO GO FILE TAXES!)

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
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4

CUT TO THE CHASE!!!

THE REAL REASONS FOR WIFE'S BANKRUPTCY FRAUD, WHY OUR MARITAL RESIDENCE WAS NEVER SOLD AS PLANNED IN OUR "VERBAL SETTLEMENT AGREEMENT" (AFTER OUR MUTUAL NON-SUITS), THE REAL MOTIVES BEHIND THE FRAUDULENTLY OBTAINED "ORDER OF PROTECTION", AS WELL AS THE TRUTH ABOUT WIFE'S HEALTH AND CLAIMS ABOUT "EMOTIONAL ABUSE".

These are the "GOTCHA MOMENTS", the MILESTONES which scream the TRUTH to any unbiased party, AFTER they realize the Complexity, Depth, Strategy, and Deviousness of the TRUTH! As well as how many parties participated to PULL THIS OFF!

I believe that this SCAM would literally be IMPOSSIBLE (at the 100% success rate experienced) without at LEAST the following:

- One Chapter-13 Bankruptcy Trustee, who was at least "negligent".
- One CORRUPT(able) Bankruptcy Attorney.
- One CORRUPT(able) Divorce Attorney.
- One CORRUPT(able) Williamson County Chancery Court Judge (who would at the very least, "turn his head" to allow them to "get away with it")!

This is where FICTION becomes more BELIEVABLE than the TRUTH (which they intentionally exploited)! So "DUE DILLIGENCE" in this case requires LISTENING to the AUDIO from the 8/29/2019 HEARING, at the OLD Williamson County Chancery Courthouse in Franklin, Tennessee, while "FACT CHECKING" every word spoken by Judge Michael W. Binkley and Attorney Virginia Lee Story.

PLEASE "FACT CHECK" the testimony and dialog from Binkley/Story dialog from the testimony of AUDIO RECORDING from 8/29 with the following documentation ON COURT RECORD:

668 TRANSCRIPTS OF EVIDENCE and subsequent COURT ORDER from the
669 8/1/2019 hearing within that SAME COURT from the 8/1/with the (With the transcripts
670 and subsequent Court Order from that same Court – BEFORE I COULD NO LONGER
671 AFFORD COUNSEL!) It is only a quick 30-minute recording. To do any LESS while
672 disregarding this EVIDENCE (again), is to be an ACCESSORY TO THEIR STATE AND
673 FEDERAL CRIMES, and an ABOMINATION TO JUSTICE!
674

WIFE'S SECRET CONTESTED DIVORCE #2 (DOCKET #48419B)

"TOTAL ANNIHILATION" WITH DIVORCE ATTORNEY VIRGINIA LEE STORY (#11700), DIVORCE ATTORNEY KATHRYN L. YARBROUGH (#32789), BANKRUPTCY ATTORNEY MARY BETH AUSBROOKS (#018097), BANKRUPTCY ATTORNEY ALEX KOVAL (#029541) TIMED AND COORDINATED WITH MS. FENTON'S BANKRUPTCY CASE: 3:19-BK-02693 (FILED CHAPTER-13, CONVERTED TO CHAPTER-7 ON 12/6/19 WITH ADKISSON RETIREMENT)

SOLE PURPOSE OF "ORDER OF PROTECTION" APPLIED FOR UNDER FALSE TESTIMONY WITH "FRIENDLY" JUDGE FOR TEXTS!

The Ancient Paths

Parents are responsible for the protection of their children. Unborn and small children are unable and not equipped to defend themselves against the schemes of the devil. As a result, God appointed agents to protect them and care for them. Again these agents are called parents. One day some years ago, the Lord opened up to me what I have since come to refer to as the STRONG MAN PRINCIPLE.

> *"Or how can anyone enter the strong man's house and carry off his property unless he first binds the strong man? And then he will plunder his house."* *(Matthew 12:29)*

In this passage, Jesus is explaining how to expel demonic spirits. He says that there are different ranking spirits with which to deal. If you want to be rid of all the lower ranking spirits, you must first find their "chief," bind him, and then you can eliminate the others. The "chief" is called the strong man.

As I was studying this passage, one day the Lord spoke to me that the principle works exactly the same when the kingdom of darkness is attempting to invade your house. In the Greek language, the word translated "house" is the word "OIKOS." This word in this context is not referring to the physical dwelling place, but rather to the family. OIKOS literally means: "the descendants thereof."

So when the enemy (the devil and demonic spirits) comes to plunder your house (OIKOS), he is

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after your family. His purpose is to devastate and destroy your marriage, children, and grandchildren. In order to do so, he must first bind the strong man. Who is the strong man of your house? The husband is the strong man to the wife, and both parents are strongmen to the children. Thus, in the areas of life in which the enemy can bind the parents, he has access to the children.

2019-08-01 Fenton v Fenton - Trial Transcript by Susan Murillo

TR.v4 (526) & TE-1 (3)

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

THE "ORDER OF PROTECTION" WAS **NEVER** A CONCERN, IT WAS A **TOOL**. THE ONLY REAL CONCERN WAS EVICTING ME AND **SELLING MY HOME!**

TR.v4 (527) & TE-1 (4)

18· · · · · · · ·Mr. Fenton and Mrs. Fenton had
19· ·agreed last year that they would do that. She
20· ·then dropped the divorce. They were going to try
21· ·to get it on the market. The problem with the
22· ·private realtor is that Mr. Fenton posts these

23· ·kind of documents that are -- this is the do not

24· ·enter my property, and I'll hand you a copy of

25· ·that.

TR.v4 (528) & TE-1 (5)

·9· · · · · · · · In 2018, when they made this

10· ·agreement, if she dropped the divorce he would

11· ·agree to put the house on the market. It never

12· ·got on the market. It was he's got to fix this,

13· ·he's got to fix that. It was one excuse after

14· ·another, and here we are sitting a year later,

15· ·and now my client had to file bankruptcy.

16· ·She is paying the second mortgage on

17· ·the house. She's paying $48,000 in credit card

18· ·debt, and this credit card debt is in her name,

19· ·but the genesis of those cards, I have a history

20· ·of the cards where Mr. Fenton would transfer

21· ·balances from his credit cards to a credit card in

22· ·her name, and then she became in a horrible

23· ·financial situation.

MS. FENTON WANTED TO SELL OUR HOME OUTSIDE THE COURT SO THAT SHE WOULDN'T BE REQUIRED TO PAY "HER SHARE" OF THE **$90k OF REAL MARITAL DEBT IN MY NAME!** WHILE SHE PLAYED HER BANKRUPTCY FRAUD GAME TO FORCE ME OUT OF MY HOME AND PREVENT ME FROM COLLECTING ALIMONY! **SINCE SHE KNEW A YEAR IN ADVANCE WHEN HER BOSS WAS PLANNING TO RETIRE!**

THE SIGNS WERE NEVER A PROBLEM! (REMEMBER: despite Ms. Story's awful "NARRATIVE", Ms. FENTON DESIGNED THE SIGNS AT WORK HERSELF ON CAD!

IF THE HOUSE WAS ON THE MARKET, THE SIGNS WOULD HAVE BEEN REMOVED FIRST, AND THE FLOOR WOULD EVEN BE SWEPT AND MOPPED! **I'VE SOLD PLENTY OF HOMES BEFORE!** How INSULTING!

MS. FENTON REPEATEDLY REFUSED TO SIGN ANY LITTLE PIECE OF PAPER WHICH PROMISED ME THE **$1,750 PER MONTH IN ALIMONY, FOR THE DURATION OF 6-YEARS** WHICH SHE REPEATEDLY VERBALLY PROMISED AND OUR AGREEMENT WAS CONTINGENT UPON! I NEVER OFFERED TO RENDER MYSELF HOMELESS! MS. FENTON LIED, SHE CHEATED, AND THEN SHE STOLE, WHILE MS. STORY HELD HER HAND AND GUIDED HER THROUGH MULTIPLE LAYERS OF FRAUD!

SEE THE PAGES BELOW FOR SOME TRUTH!

2019-08-05 Email Asking Marty WHEN I can File my DIVORCE ANSWER AND COUNTER COMPLAINT FOR DIVORCE

From: Charles M. Duke <marty@mdukelaw.com>
Sent: Monday, August 5, 2019 5:39 PM
To: Jeff Fenton <Jeff@Meticulous.tech>
Cc: Mitchell Miller <mitchell@schafferlawfirmtn.com>
Subject: RE: Fenton v. Fenton

Jeff:

There is no definite date certain by which I agreed with Ms. Story to file an Answer & Counter-Complaint. However, until there is an Order entered relieving us as counsel in this matter, you should not file anything pro se.

Thanks. have a good evening.
Marty

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]
Sent: Monday, August 05, 2019 5:36 PM
To: Charles M. Duke
Cc: Mitchell Miller
Subject: RE: Fenton v. Fenton

Thanks Marty.

Can you simply inform me of any critical dates which I need to self-represent by, as I can not afford further representation:

For example, when did you get the ANSWER & COUNTER COMPLAINT extended to?

Any other time critical dates would be greatly appreciated.

Thanks.

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

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2019-08-06 Email Asking Marty (AGAIN) about HOW and WHEN I CAN FILE an ANSWER AND COUNTERCOMPLAINT FOR DIVORCE

Jeff Fenton

From: Charles M. Duke <marty@mdukelaw.com>
Sent: Tuesday, August 6, 2019 5:14 PM
To: Jeff Fenton
Cc: Mitchell Miller (mitchell@schafferlawfirmtn.com)
Subject: RE: Fenton v. Fenton

Jeff:

I will clarify all this with Ms. Story as far as how she would like for communication to flow while we await the 29th. I will advise what I hear in response. In the interim, Mitchell and I are still your counsel of record, so she cannot take any adverse action against you without providing us notice, and us having the opportunity to respond on your behalf.

Thanks.
Marty

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]
Sent: Tuesday, August 06, 2019 2:11 PM
To: Charles M. Duke
Cc: Mitchell Miller (mitchell@schafferlawfirmtn.com)
Subject: RE: Fenton v. Fenton

Marty,

One quick question regarding you withdrawing from counsel, and me not supposed to contact Ms. Story directly until after your withdrawal from council has been approved by the court, and the potential deadline for my Answer and Counter Complaint:

SO even though the Answer & Counter Complaint are currently over a month overdue from the original due date, **I should wait until after 8/29 to ask Ms. Story what my deadline is for having it completed and filed with the court?** Is that correct? (So it would be technically two months late by then.)

I'm fine with that, if that is the proper procedure, I just don't want to get caught with Ms. Story filing for a default judgment on me.

Can you please let her know that service by standard mail (not certified) is best for me. The Post Office will not deliver certified mail to my home, because of the No Trespassing signs (and it is up a BIG hill). If she mails me standard post, I will send her an email within a day each time that I receive a letter from her, so that she will have a legal confirmation of receipt.

If that doesn't work for her, she can send certified mail to my PO Box, but I only check it about once per month, but if she emails me and notifies me that I need to check it, then I will.

My PO Box is:

Jeff Fenton
P.O. Box 159200
Nashville, TN 37215

1

2019-08-14 ADKISSON LETTER ABOUT OWNER'S RETIREMENT AND DOWNSIZING FIRM, PRESENTED BY MS. STORY, AS EXPECTED

Adkisson & Associates Architects, Inc.

2019 AUG 15 AM 10:44

FILED FOR ENTRY

August 14, 2019

To all the employees of Adkisson & Associates Architects, Inc. (the **"Firm"**)

I want to let everyone know that November 2nd of this year is my 65th birthday. As a result, I plan to begin downsizing the Firm so that I can significantly reduce overhead costs prior to the end of the corporate fiscal year end on December 31, 2019.

I want to give everyone ample time to secure other employment. I will continue to pay your salary and benefits up through November 15, 2019 so long as you are working full time at the Firm. If you secure new employment prior to November 15, 2019, I will provide you with two (2) weeks severance pay from the new employment start date, but said severance pay will not extend beyond November 15, 2019.

I greatly appreciate your good work over the past years and wish you well in your future endeavors.

With many thanks,

Kenneth C. Adkisson
President

EXHIBIT tabbies 2

3322 West End Avenue • Suite 103 • Nashville, Tennessee 37203 • (615) 298-9829 • Fax (615) 298-5122 • www.adkissonarchitects.com

2019-08-23 Letter from Virginia Story About Walk-Through Ms. Fenton's Personal Property as All Marked

Story Abernathy & Campbell
PLLP | AN ASSOCIATION OF ATTORNEYS

Virginia Lee Story *
virginia@tnlaw.org

Joanie L. Abernathy
joanie@tnlaw.org

Neil Campbell *
neil@tnlaw.org

Kathryn L. Yarbrough
kyarbrough@tnlaw.org

Of Counsel:
James E. Story,*
Attorney at Law

Marissa L. Walters
Paralegal/Associate Attorney
marissa@tnlaw.org

HISTORIC DOWNTOWN
FRANKLIN, TENNESSEE
136 Fourth Avenue South
Franklin, TN 37064

OFFICE (615) 790-1778
FAX (615) 790-7468

*Licensed in Kentucky

August 23, 2019

Via email & first-class mail

Charles M. Duke
1200 Villa Place, Suite 201
Nashville, TN 37212

Mitchell Miller
1200 Villa Place, Suite 200
Nashville, TN 37212

Re: ***Fawn [redacted] Fenton vs. Jeffrey Ryan Fenton***
Williamson County Chancery Court No. 48419B

Dear Marty and Mitchell:

Thank you for helping to get the walk-through scheduled. I am hopeful that we can get Mr. Fenton's signature on the listing agreement ASAP so that we can move forward with the auction process as efficiently as possible.

My client put yellow post-it notes on the items that she would like to take from the residence. The only item that was not previously listed and that she tagged was the "gear clock" that is hanging on the brick over the fireplace. Additionally, she noticed that the Sony Bravia 55" TV, sound bar and subwoofer that she requested to take was missing from the residence. This was a gift from her brother. Please ask Mr. Fenton about the location of the TV. In the event that Mr. Fenton has sold the TV, sound bar and subwoofer, we would ask that he provide proof of the sale and documentation as to how much he received.

My client also noted that the dehumidifier equipment that the parties purchased for under the house was also missing. This was purchased a few years ago in order to reduce humidity in the crawlspace. It was a commercial-grade unit and costed several thousand dollars. Please ask Mr. Fenton what he did with this equipment and again, if he sold the equipment, we would ask that he provide proof of the sale and documentation as to how much he received.

Additionally, my client would like to have the pistol (Glock 9mm, model G-17), the brown blanket with the horse image (this was hers before the marriage), decorative plate in the kitchen with the snakes painted on it (this was hers before the marriage), and the small painting of the Parthenon currently hanging over the laundry closet (this was a gift to her from her family).

Charles M. Duke
Mitchell Miller
August 23, 2019
Page 2

The only item that Ms. Fenton took with her yesterday afternoon was a blue pet-carrier. She will need to rent a truck or U-Haul in order to move the larger items. She would like to do this all in one trip sometime in mid-September. Hopefully, scheduling that will be easier as I understand that Mr. Fenton will be relocating to Michigan by September 1, 2019.

I will be drafting an MDA with the above items and division of proceeds of the equity from the home after payment of the marital debt for your review so hopefully Mr. Fenton will not have to return to Tennessee. As always, if you have any questions or concerns regarding the above, please feel free to contact me.

Sincerely,

Virginia Lee Story
Attorney at Law

cc: Ms. Fawn Fenton

2019-08-28 Pre-Trial "Pro Se" Email to Touch Base with Attorney Story

From: Jeff Fenton <jeff.fenton@live.com>
Sent: Wednesday, August 28, 2019 9:30 PM
To: Virginia Story virginia@tnlaw.org
Cc: Heidi Macy <Heidi@tnlaw.org>; Kathryn Yarbrough <kyarbrough@tnlaw.org>; Mitchell Miller (mitchell@schafferlawfirmtn.com) <mitchell@schafferlawfirmtn.com>; Charles M. Duke <marty@mdukelaw.com>; elaine.beeler@tncourts.gov

Subject: RE: Fenton vs. Fenton; Williamson County Chancery Court No. 48419B

Hello Ms. Story,

My apologies, but I recently finished writing my response. It is 50 pages long, and I still need to do a final proof read tonight, to make sure that my paragraphs line up with yours, make labels for all my exhibits, and make sure that my paragraph numbers and exhibit lettering matches up between the documents.

I called the Clerk & Master's office a few hours ago, and they said that someone is usually there at 7:30am to time stamp, and accept court filings, and they said that will still give them time for a clerk to deliver them to Chancellor Binkley before his hearings start.

My question is, for hand-delivering your copy tomorrow, would you like for me to bring that over to your office, or just provide it to you in the court room? If you would like me to bring it to your office, I probably can't be there before 8am, because I have a lot for the Clerk & Master to timestamp. I'm not really sure how long it will take them. My question is, what time is someone available in your office for me to provide it to them? And what time is Ms. Fenton meeting at your office, because I don't want to cross paths and violate my Temp OP? If for some reason I can't get there before you have Ms. Fenton scheduled to arrive, please just come up to me in the court room, whenever you peek inside, and I'll hand it all to you. (I've only seen you once, I'm not sure if I will recognize you, but I should be easy to spot, with the donkey I have carrying all my documents.

I apologize for not getting it to you sooner, and I totally understand if we need to postpone or reschedule. It was physically the fastest which I could get it done. Please let me know how you prefer to receive the docs tomorrow morning.

I understand that it is totally up to Chancellor Binkley's discretion whether or not to accept/consider it all. I also understand that it is pretty likely that he may want to delay ruling on your motions until he has had a chance to at least peruse some of my responses, **to at least consider my position, experience, and perspective, before making such major rulings in my life.**

I understand that the sale of the house is the most time sensitive matter, so I believe that we can probably get that part out of the way tomorrow, as I'm not trying to delay or derail that initiative. (I will need a small extension though in order to vacate in time, for Ms. Fenton to be able to get her stuff after I am gone, and then for Ms. Fenton to facilitate the Auction, which I am fine with, but only providing that I've moved out first.) I'm sure that during your walk-through, Ms. Fenton was pleased and CONVINCED that I am finally MOVING for SURE. **I have been working as hard as I can at vacating the property, except that this legal work has hijacked all my time and focus this past week. As Ms. Fenton will attest, with my ADHD and my OCPD, I can honestly only focus on one major project or task at a time. I can do that one task or project well, but I can not multi-task significant or critical projects. My brain isn't wired that way.** It is all one project, or another, but never both. So either I can perform a ton of legal research and try to figure out how to "play lawyer", or I can MOVE, but I am absolutely incapable of doing both concurrently. Although my move is really important, **there is nothing currently more critical to MY future, than addressing any legal challenges which you initiate**, so please just be aware, that whenever you do, you've just extended the amount of time which I will need to vacate the house by another week or two. **I understand that a lawyer can do in a few hours what it takes me a week to do**, but at nearly $20k in legal fees so far (largely of my mother's money), there is no way that I can afford retaining legal counsel any longer, or that I could even justify doing so, simply to wrestle over breadcrumbs. Yet the legal outcome is still critical to me, so I will represent myself to the best of my ability, taking as long or as little time as that requires.

I'm not arguing to keep or remain in the house, at all. I've accepted the move to Michigan, it is only this legal work which is slowing down my move at this point. As Ms. Fenton has probably told you, I'm afraid of heights, and I am absolutely terrified of driving over the Cincinnati bridge. I haven't driven over it myself in over a decade, and the last time that I did, I had a massive anxiety attack and nearly passed out, while driving a U-Haul to bring my grandfather's pool table down to

Tennessee (which now I'm going to lose). Ms. Fenton was with me, and surely she can attest that once I cross it (somehow) to move up to Michigan, my legal business here needs to be wrapped-up, so that I won't be required to return. I'll speak with Chancellor Binkley tomorrow to explore my options.

The biggest challenge should this require me to remain here, either because I have not had time to focus on packing and moving, or because of further litigation, is that there is no realistic way for me to vacate the premises for the sale, and it won't be very slightly with boxes stacked everywhere and furniture broke down, to sell while I'm here. Plus I would need additional funds from Ms. Fenton to pay for my utilities and my food (approximately $1400 per month total), the same as my tenants were paying me, prior to you having them evicted. After transferring the utilities into my name, and since Ms. Fenton is not paying me ANY support currently, I can't survive here for any less than $1400 per month, unless Ms. Fenton transfers the utilities back into her name, in which case I could make it on a little less. This is just the bare essentials of course.

I checked on Pacer and saw that there has been a lot of activity, with many new documents since the last time that I checked. For the purpose of freeing up my time to finish getting my documents together for court tomorrow, rather than getting sidetracked catching up on reading Ms. Fenton's bankruptcy documents, can you please tell me where matters stand regarding the date which the mortgage companies are requiring the home to be sold by? Last time I read through the documents, her bankruptcy plan had been rejected as of that time, because the banks wanted a hard sell-by date. I know that Ms. Fenton's bankruptcy proposal states six months, which neither of the mortgage companies seem to object to, but they require a hard date to know when that will be by, prior to accepting her plan. If you can let me know how long she has, that will help me prepare for the discussion tomorrow with Chancellor Binkley, as well as know at what point I can trust that the litigation is over, so that I can break down my computer network and focus completely on packing. (I have a complex computer network, all my data is stored on a separate server, once I break-down my network, I won't be able to respond to any litigation or find any documents, for probably two months, when I have it all set back up in Michigan. Hence, I need to make sure that it is "safe" to break it down, before I begin doing so.) Knowing Ms. Fenton's updated deadline with the mortgage companies, **and if you plan on further litigation, would be helpful in**

determining when I can get serious about packing, which will have a direct impact upon when I can vacate by. I'd like this all to be done as quickly as possible, but I'm not going to get caught "with my pants down". We will need to have some sort of agreement, court order, or understanding, before I can proceed.

Anyhow, I just want you to be aware of the real challenges, despite what litigation is filed. I can only physically move so quickly and do so many things at once. I want to help you and Ms. Fenton get what you want, I'm not trying to be an obstructionist in any way, but I will need a bit of a cease-fire in order for me to be able to do that, while representing myself, combined with the challenges of my disabilities.

Marty emailed me a couple of questions that you have about a few items of personal property, from your walk-through.

As for the items which Ms. Fenton pointed out inside the home, which she wants, I'm fine with ALL of that.

The Glock 9mm Model-17 pistol, Ms. Fenton took with her when she moved out. If she can't find it, please suggest that she check both of her rifle cases, especially the bottom tier of her newest double rifle case. I know that she filled those spaces up with stuff when moving out, so it could easily be lost in one of those. I specifically remember her taking it though, and since I've had to clear all the guns out of our home due to the OP, I know that it's not accidentally sitting somewhere in the gun vault or around our home. I also know that my friend who is storing my guns, checked them each in, and there was only one Glock, that being my .40 caliber.

The first time that Marty forwarded a question from you regarding the 9mm Glock, it looked as though Ms. Fenton wants the RECEIPT, not that she is missing the gun itself. So I'm unclear which it is at this point, but I don't have the gun, I specifically remember Ms. Fenton taking it with her, and I searched all over for the receipt, and I can't find that anywhere either. So I'm sorry not to able to help in either of those regards. I would if I could. Firearms are a part of the legacy of both of our lives, I would never try to cheat her on such a thing.

As for her interest/concerns regarding the TV and the Dehumidifier:

First of all, the TV/Sound Bar was MOSTLY a gift from Ms. Fenton's family (we contributed around $400 towards them, between a marital property check which Fawn wrote, to help pay for the soundbar, and some cash of mine leftover from my Duplex rents, because I wanted an upgraded model TV from the one which Ms. Fenton's brother Mark was offering to purchase us for Christmas.) Mark had a hard budget in his mind of paying $1,000, so I paid Mark the difference to purchase a better TV, which later on Mark also liked better, so when he returned to LA, he purchased the model which I selected for himself also.

So the "gift" portion of the TV, made it 50/50 marital property, despite whose family provided the gift, as it was given to us both equally, but the non-marital cash which I chipped in for the upgrade, actually made that TV more mine than Ms. Fentons. (Mark later gave Ms. Fenton a $2,500 rifle for her Christmas present, independent of me.)

As for the soundbar, that was primarily a gift to ME from Ms. Fenton's mother (Diane). Diane always likes to give extravagant gifts (my family never had the money for that), but Diane usually has no clue what to get me, and I am pretty picky, so honestly I am hard to purchase for. So on a couple of occasions, like when we were talking about a new iPhone that was released and I mentioned me planning to upgrade, Diane jumped on the opportunity to purchase it for me for Christmas, even though Christmas was months away, simply because it was within her price point, and she had the opportunity to know exactly what I wanted. (Instead of sending me cash or buying me something which I didn't want, which we also did a number of times.)

The Soundbar with the TV was the exact same thing. After purchasing the TV at Best Buy, Mark kept looking at the TV A/V equipment they had on sale, and found a TV/Soundbar combo, where you could purchase a decent soundbar also made by Sony, for a couple hundred dollars off, if you purchased it in conjunction with the TV we had purchased the day earlier. Mark got all excited about this combo, and got me interested in it, **then Diane asked if that was what I would like for Christmas, and if so she would chip in a few hundred dollars,** if Ms. Fenton and I paid the rest (which I think was about $225 out of our pocket.) So Mark, Diane, Ms. Fenton, and I all went back to Best Buy (after dining out together), had them return the TV from the day before, then repurchased the combo with the soundbar, Mark's contribution remained the same, Diane chipped

in I think around $300, and I believe that we contributed around $225 (of marital funds) to complete the purchase.

So though there was around $225 of "marital property" money in that purchase, **it was primarily purchased as a Christmas present for ME**, from Diane. (Ms. Fenton got a load of other stuff from Diane for Christmas, as always.)

Anyway, the bottom line is, regardless of whose family GAVE the gift, it was "marital property", and more-so MINE than Ms. Fenton.

Ms. Fenton and I did discuss her potentially getting the TV, in different discussions we had about settlement offers and property divisions, but as we all know, none of those agreements were fully executed (which my $20k in legal fees currently attests to).

Ms. Fenton knew that we reduced her temporary support from for my consumables from $1000 per month to $500 per month, before the end of last year, thinking that I was moving to Michigan to live with my mother. However after Ms. Fenton refused to put our verbal settlement agreement into writing, halting my move to Michigan, she never increased my temporary support back up to the $1,000 per month which I truly need (at a minimum) to meet my basic needs here. Consequentially, Ms. Fenton knew that I had a negative cash-flow of about $500 per month, for around six months, before I finally got roommates to cure both my negative cash flow, as well as Ms. Fenton's. (Ms. Fenton told me that she had a negative cash-flow at that time, of between $400 - $500 per month.) Of the $1,400 per month of rents which I received, I told Ms. Fenton that she could discontinue paying me $500 per month for my consumables (which should have made her cash-flow right there.), plus I also transferred all the utilities for our home into my name, even though Ms. Fenton had agreed via email, that I didn't need to, since saving the $500 per month was plenty acceptable for her, for the time-being. Yet I felt bad, having a TINY bit of cash in my pocket for once, and I transferred all the utilities into my name(which is approximately $400 per month during the summer), even not needing to do so per Ms. Fenton.

At that point, of my $1,400 per month in rents, Ms. Fenton was receiving $900 per month in financial relief, and should have been financially in the black by $400 - $500 per month.

(Which is why I'm pretty darn sure that her bankruptcy is a scam, as her father also tried to get us to do that, leaving $100k of debt in MY name.)

Anyhow, I sold the TV for $1k cash, before I got roommates, just to meet my basic needs, due to my monthly shortfall. Marty mentioned you wanting to see a receipt for that, but I don't have one. I've never kept receipts for personal property which I've SOLD, only for that which I've PURCHASED. The only exception is firearms, which I always keep a paper record of, just in case the firearm is used in a crime later on, so that "the paper trail doesn't stop at ME", which I read about somewhere.

When I sold the TV, we didn't have any pending litigation, we weren't under any restraining orders, so it was all perfectly legal. It was just a quick cash item to sell, to help me buy food, meds, and gas. **The idea being to simply exchange what I have for what I needed to survive. Which was the same idea later with getting roommates. I exchanged bedrooms and space which I had, for the money which both Ms. Fenton and I needed, to cash-flow ever month.** Unlike Ms. Fenton, I do not possess credit lines with thousands of dollars of credit, to take up the slack when I don't cash-flow. I've borrowed way more money from my mother than I'll ever be comfortable with, but there were seasons when I absolutely refused to borrow any more from her, and I told Ms. Fenton that was one of those seasons, when I would instead sell whatever I needed to survive.

As for the dehumidifier, it is a commercial unit, which I love, but it didn't cost nearly as much as Ms. Fenton told you. I saw the receipt for it the other day, as I was sifting through my scanned receipts, and the dehumidifier itself was **$2,100**, when it was new, about **5 years ago**. Ms. Fenton **had already told me** when I was moving to Michigan previously, **that I could take it with me to use in my mother's small damp basement**, since that was now going to be **MY BEDROOM!** Furthermore, the dehumidifier was completely purchased on MY CREDIT card, so if Ms. Fenton would like to split the approximately $100k of MARITAL DEBT, which WE abandoned in my name (thanks father-in-law), though creditors and judgments are still chasing me, then I will be happy to call it "marital property". Otherwise, that dehumidifier was MINE.

Additionally, the dehumidifier was a free-standing unit. It was never plumbed-in, nor was it ever directly wired-in, nor attached to any duct work. Hence it never became an "appurtenance", converted from "personal property" into part of the "real property". So I was free to do with it, whatever I wanted.

Either way, I sold it to my mom for $1,000. **I don't believe that any of our personal property (except firearms) will retain more value than 50% of it's initial cost, when reselling it. (Especially at an auction!)**

By the way, did the auctioneer provide you with an estimate, of what he believes our home might auction for? I have a lot of experience in real estate, but none in regards to auctions, except for one foreclosure auction, where I lost $90k in equity, when my duplex foreclosed, was purchased, and resold just three months later (investing less than $5k in improvements) for a $90k profit! That hurt us both!

Thank you. I'll see you tomorrow in court. Have a great night!

Jeffrey R. Fenton (Pro Se)
1986 Sunnyside Drive
Brentwood, TN 37027
(615) 837-1300

Docket No: 48419B
Fenton v. Fenton

-----Original Message-----

From: Jeff Fenton <jeff.fenton@live.com>
Sent: Monday, August 26, 2019 4:19 PM
To: elaine.beeler@tncourts.gov; Virginia Story virginia@tnlaw.org
Cc: Heidi Macy <Heidi@tnlaw.org>; Kathryn Yarbrough <kyarbrough@tnlaw.org>; Mitchell Miller (mitchell@schafferlawfirmtn.com) <mitchell@schafferlawfirmtn.com>; Charles M. Duke <marty@mdukelaw.com>

Subject: RE: Fenton vs. Fenton; Williamson County Chancery Court No. 48419B

Hello Ms. Beeler and Ms. Story,

I writing to inform you that I'm nearly finished with my response to the attached Motion. I know that it is due today, but I have approximately 250 pages of exhibits, which has taken a lot longer than expected to compile, organize, and print three copies of. My goal is to have it to you first thing in the morning, **I will also bring my ADA certifications, in hopes that Chancellor Binkley will make an exception and include my responses on the 29th.**

Being Pro Se for the first time in this capacity, a lot of this takes me a lot longer to figure out, to create and format the forms correctly, while taking the time to address each of the concerns raised in the Motion, to the best of my ability.

I understand it will be entirely at Chancellor Binkley's discretion whether to include my responses, but **I have been working on this for three days straight, without any sleep, and I physically couldn't get it to you any quicker.**

Hopefully, I can finish this up and be in both of your offices, bright and early tomorrow morning. I'm writing simply to let you know that I am working diligently on my responses, that I'm not ignoring my duty or being flip about it. I was simply unable to meet the deadline, with all the recent changes in my life.

Thank you and I wish you both a wonderful evening.

Jeffrey R. Fenton (Pro Se)
1986 Sunnyside Drive
Brentwood, TN 37027
(615) 837-1300

Docket No: 48419B
Fenton v. Fenton

2019-08-29 CORRECTED PAGE ONE OF MY "ONE-AND-DONE" FILED IN CHANCERY ON 8/29/2019, ADDRESSING EVERY ACTION TO DATE, INCLUDING MY DIVORCE ANSWER AND COUNTER-COMPLAINT, BUT I FORGOT TO LABEL THAT CORRECTLY. MS. STORY HAD AGREED TO EXTENSION WITH MY PREVIOUS COUNSEL CHARLES MARTY DUKE. THIS WAS LITERALLY THE SOONEST I WAS ALLOWED TO FILE IT PRO SE, AS ATTORNEY HAD TO WITHDRAW

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE AT FRANKLIN

FAWN TIFFANY FENTON, Plaintiff/Wife, v. JEFFREY RYAN FENTON, Defendant/Husband.	)	Docket No: 48419B

HUSBAND'S RESPONSE AND COUNTERMOTION TO WIFE'S MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION, AND IN OBJECTION TO ORDER GRANTING MOTION TO SELL THE MARITAL RESIDENCE, AND HUSBAND'S ANSWER AND COUNTER-COMPLAINT TO WIFE'S COMPLAINT FOR DIVORCE, HEREAFTER REFERRED TO AS HUSBAND'S "ONE-AND-DONE"

COMES NOW the Defendant/Husband, Jeffrey Ryan Fenton, for his response to the Wife's Motions, along with Husband's Countermotions, addressing all allegations to date, stating as follows:

First Husband would like to bring to the court's attention, the disabilities with which he has been diagnosed, and continues ongoing treatment for. If not properly understood, one could easily draw incorrect conclusions, specifically about Husband's communications, in how he speaks and even more so, his excessive use of words when writing. Please see Exhibit-A for a thorough explanation regarding this, from both Terry M. Huff (LCSW), Husband's Psychotherapist, and Dr. Richard E. Rochester (M.D.), Husband's Psychiatrist.

Husband suffers from the following handicaps:

Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5)

Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F41.1)

Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2)

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2019-08-29 Fenton v Fenton - Trial Transcript by Emily Sipe with Harpeth Court Reporters

TR.v4 (498)

·9· · · · · · · · MS. STORY:· Your Honor, the motion that
10· ·we are here on today is a motion for violation of the
11· ·order of the court that was August 14th of '19.· And
12· ·after the order was entered, there was a pretty scary
13· ·communication from Mr. Fenton.· I am not here today to
14· ·argue about that motion necessarily.· The more
15· ·pressing matter -- and that was his response, that is
16· ·the lengthy response we received this morning.· It
17· ·deals more with the issues of why he made those
18· ·statements and those type of things.
19· · · · · · · · But the more pressing issue, Your Honor,
20· ·was the deadlines for getting this house sold.· So
21· ·having leased the property, 1986 Sunnyside Drive in
22· ·Brentwood, you ordered that it be sold by auction.

THE "ORDER OF PROTECTION" WAS **NEVER** A CONCERN, IT WAS A **TOOL**. THE ONLY REAL CONCERN WAS EVICTING ME AND **SELLING MY HOME!**

NEVER IN MY LIFE HAVE I MENTIONED TO **ANYONE** THE IDEA OF ME MOVING BY **SEPTEMBER FIRST!**

This is an entirely FALSE NARRATIVE again.

TR.v4 (499)

11· ·tagged the items like your Order told her to, and it
12· ·was our understanding that Mr. Fenton would be out of
13· ·the house by September 1.· He said he was going to
14· ·Michigan and that's where his, I think, his mother
15· ·lives.· I think his father has a lake home in

My father does NOT own a LAKE HOME. Furthermore, Ms. Fenton KNOWS that we don't get along well, and that I could NEVER live at his home. As my father SAID in his LETTER BELOW:

It's not all me, I have 4-sisters who haven't even spoken to him in 25-years

Daniel Fenton

36 Thames Court

Crossville, Tn. 38558

To Whom It May Concern,

This letter is confirmation that Jeffery R. Fenton is welcome to visit for a couple days but would not be permitted to stay with my wife and I for any extended period of time. We are not compatable for any visit more than a couple days.

Sincerely,

Daniel Fenton

If you need confirmation, call me in Tennessee at 931 337-6170

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16· ·Tennessee.· That's where we thought maybe it would be

17· ·more logical for him to go, but that is up to him

18· ·where he wants to go.

TR.v4 (500)

10· · · · · · · · MS. STORY:· It was in the Order already.

11· ·It was September 15th.· He said that he was moving

12· ·September 1st.· That is Sunday.

TR.v4 (501)

·3· · · · · · · · THE COURT:· All right.· What date do you

·4· ·suggest?

·5· · · · · · · · MS. STORY:· I have seen correspondence

·6· ·where he said September 1st.· Now he's saying he

·7· ·can't.· So I would suggest September 3rd, which is

·8· ·next Tuesday.· And I would like the Order to reflect

·9· ·that the Williamson County sheriff's department will

10· ·accompany him.· And at this point --

11· · · · · · · · THE COURT:· You mean off the property?

12· · · · · · · · MS. STORY:· Off the property.· And I

13· ·don't think he needs to take any property.

14· · · · · · · · What he did, Your Honor, in this response

15· ·he filed, they had a TV that -- a Sony TV, a big

16· ·screen, that my client's brother had given her.· He

NEVER HAVE I MENTIONED MOVING **SEPTEMBER FIRST!**

Ms. Story is giving me just **5-DAYS NOTICE** that I am EVICTED and MUST MOVE 600 MILES AWAY TO SURVIVE! With ZERO replacement provision!

17· ·now tells me in this response that he sold it for
18· ·$1,000.· And then the other thing, there was a
19· ·dehumidifier in the basement that was like a $2,500 to
20· ·3,500 dehumidifier for moisture.· He sold that.· So if
21· ·you let him take anything out at this point it's going
22· ·to be sold and he's dissipating marital assets, which
23· ·would be in violation of the restraining order.
24· · · · · · · · And at this point Mr. Anderson, he can
25· ·tag everything, they can video everything.· We will

TR.v4 (502)

·1· ·not disturb anything.· If we have to use proceeds to
·2· ·get a storage unit, we will do that for Mr. Fenton's
·3· ·belongings.· Mr. Fenton, in his response says he has a
·4· ·fear of heights.· And so driving to Michigan, he has
·5· ·to drive over the Cincinnati bridge.
·6· · · · · · · · MR. FENTON:· Yeah.· That's really hard
·7· ·for me.
·8· · · · · · · · MS. STORY:· And so he says he can't drive
·9· ·a U-Haul over it.· So if we can just let him take his
10· ·clothing, his jewelry, his personal effects, whatever
11· ·he needs that he can pack in his car, and not have to
12· ·drive a U-Haul of furniture at this point, that might
13· ·be the best thing to do.

I just emailed Ms. Story the TRUTH about the **TV** and **DEHUMIDIFIER** the NIGHT BEFORE, in the email above, "2019-08-28 Pre-Trial "Pro Se" Email to Touch Base with Attorney Story".

Nowhere is it even mentioned in my Court Filing as she claimed!

MS. STORY TOTALLY MISLEAD THE COURT, CAUSING ME TREMENDOUS HARM, WITH ZERO ADDED VALUE FOR HER OR MS. FENTON, UNLESS SHE PLANNED TO DEPRIVE ME OF MY PERSONAL PROPERTY ALSO, WHILE SELLING IT FOR THE BENEFIT OF HER AND MS. FENTON. **WHICH UNBELIEVABLY SHE LATER ATTEMPTED,** as shown further below.

14· · · · · · · · MR. FENTON:· Where is my furniture going

15· ·then?

16· · · · · · · · THE COURT:· Wait a minute.· We're doing

17· ·this one at a time.

18· · · · · · · · MR. FENTON:· I'm sorry.

19· · · · · · · · THE COURT:· Go ahead.

20· · · · · · · · MS. STORY:· If he will tag the items that

21· ·he wants, like my client tagged the items per your

22· ·order, if he'll just put a tag on items he wants,

23· ·we'll make sure that those get stored, and then we can

24· ·use the proceeds from the sale.· We're going to

25· ·deposit those into the clerk's office.· And we can use

TR.v4 (503)

·1· ·those to pay the next storage unit and then when he

·2· ·gets ready to come here and get his things, or maybe

·3· ·he wants to use some of his proceeds to have them

·4· ·shipped to him since he, you know, does have a fear of

·5· ·driving the U-Haul.

·6· · · · · · · · So I'm trying my best to be as

·7· ·accommodating to him and considering his condition

·8· ·that, you know, this is going to be a simple process

·9· ·for him.· He can take his clothes, his personal

10· ·property, be out September 3rd.· **We will tag**

As "fair" as this might SOUND, Ms. Fenton only needed to "TAG" less than a DOZEN items of hers remaining at the property since she MOVED a YEAR ago!

While in stark contrast, I had THOUSANDS of ITEMS of MINE at the property **SINCE I STILL LIVED THERE.** I OWN MY STUFF, because I WANT MY STUFF, and I'd like to KEEP MY STUFF! (To me, this was an INSANE, unfair, and impossible proposition!)

Plus, despite Ms. Story's PROMISE IN COURT, after I was evicted from MY HOME, and had traveled to MICHIGAN for basic shelter and food, Ms. Story REFUSED to have MY PERSONAL PROPERTY, stored and preserved in any way. She demanded that I pay her **$2,000** IMMEDIATELY, (while knowing they left me penniless), threatening to SELL or DISCARD of ALL MY PERSONAL PROPERTY otherwise! (Obtaining a FEDERAL Court Order from the Bankruptcy Court to **SUPERSEDE my $10k of "protected income and assets"** properly filed and served per TN Laws!)

11· ·**everything, take care of it.**· Mr. Anderson is not
12· ·going to destroy property.· That's all I'm asking for.
13· ·And if he would sign the listing agreement today and
14· ·we put in the order that it be -- that she have the
15· ·authority to sign any other necessary documents in
16· ·case he does go to Michigan.· It would be a little
17· ·bit, logistically, difficult to do that.
18· · · · · · · · THE COURT:· What do you want me to do
19· ·with this violation of the Order?
20· · · · · · · · MS. STORY:· **Just continue it.· We can**
21· ·**just reset that portion of the motion.**· He just filed
22· ·a response today.· **I'm fine to --** the ex parte remains
23· ·in effect anyway under the Order of the Court, **and I**
24· ·**have not seen any further violations of that Order.**

THE "ORDER OF PROTECTION" WAS **NEVER** A CONCERN, IT WAS A **TOOL**. THE ONLY REAL CONCERN WAS EVICTING ME AND **SELLING MY HOME!**

TR.v4 (504)

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

TR.v4 (505)

·1· ·you how it, works.· Once I put a Court order down, I
·2· ·really expect people to obey it.

·3· · · · · · · · MR. FENTON:· Yes.

·4· · · · · · · · THE COURT:· **And so the only way a judge**

·5· ·**can enforce a Court order if someone refuses to do it,**

·6· ·and we're seeing it more and more, people are doing

·7· ·what they want to do and not really paying attention

·8· ·to a Court order.· **And I'm taking the time to tell you**

·9· ·**this because I don't want you and me to have problems**

10· ·**with this.**

11· · · · · · · · MR. FENTON:· No.

12· · · · · · · · THE COURT:· **And let me tell you, my**

13· ·**personal feeling is, as a judge, a judge who does not**

14· ·**back up his or her Court order is worthless.**

15· · · · · · · · Now, if you have a reasonable excuse for

16· ·disobeying an order, I will certainly hear it.· And

17· ·**the last thing I want to do is put someone in jail for**

18· ·**violating an order.**

19· · · · · · · · MR. FENTON:· Yes.· And that's the last

20· ·thing I want, too.

21· · · · · · · · THE COURT:· **Sure.· Right.· And so you and**

22· ·**I have an understanding.**· And so you don't know me but

23· ·I do mean what I say.

24· · · · · · · · MR. FENTON:· I believe that.

25· · · · · · · · THE COURT:· Okay.· Good.· And so we can

TR.v4 (506)

·1· ·dispense with the rest of that.

·2· · · · · · · · MR. FENTON:· **And just as a question, were**

·3· ·**we saying that I disobeyed the Court order?**· Because I

·4· ·had --

·5· · · · · · · · THE COURT:· **No, no, we don't have**

·6· ·**anything like that really in front of us but --**

·7· · · · · · · · MR. FENTON:· Okay.

·8· · · · · · · · THE COURT:· But let me tell you what I'm

·9· ·going to do here because we have to get moving.

10· · · · · · · · MR. FENTON:· Right.· **Can I still tell a**

11· ·**little bit of my side before you rule on all of that?**

12· · · · · · · · THE COURT:· **Briefly.**

13· · · · · · · · **MR. FENTON:**· Okay.· So basically on my

14· ·side, **the narrative that has been brought to the Court**

15· ·**so far is completely fraudulent about my person, about**

16· ·**who I am, about me being violent.· All of this stuff.**

17· ·**The documentation that I provided you with shows that**

18· ·**my wife is a highly skilled handgun instructor who**

19· ·**owns assault weapons, has 5,000 rounds of ammunition**

20· ·**under her bed.· I mean, she is trained by the NRA,**

21· ·**certified by the State of Tennessee to do rape**

22· ·**prevention, pepper spray, everything.**· **So the whole**

23· ·**guise of feeling physically endangered was not -- she**

On the AUDIO Recording from this trial, you can HEAR Judge Binkley hesitating "Ahhhh…." as if not planning to allow me to testify AT ALL in the trial. He finally said "BRIEFLY." Allowing me to speak for 7.1 Minutes, before he cut me off. He discarded everything I said though as not being relevant to the agenda that day in Court. (Though it was the pretense under which the hearing was called.)

Until after I was evicted and my home was sold, no one showed any interest in talking about our divorce or the quality of our marriage at all.

24· ·tried to do that with her first attorney --

25· · · · · · · · THE COURT:· We're not dealing with that

TR.v4 (507)

·1· ·today.

·2· · · · · · · · MR. FENTON:· I know.· But that's

·3· ·basically the tone under which everything else is laid

·4· ·and that's --

·5· · · · · · · · THE COURT:· I practiced law for 35 years.

·6· ·Long, hard years in the trenches.

·7· · · · · · · · MR. FENTON:· Right.

·8· · · · · · · · THE COURT:· **I am trained to separate**

·9· ·**things in my mind that are important --**

10· · · · · · · · MR. FENTON:· Okay.

11· · · · · · · · THE COURT:· -- and things that are

12· ·unimportant.· And I'm not trying to be rude to you,

13· ·but you've got to trust me here.· If you were a

14· ·lawyer, I would be telling you the same thing. I

15· ·would be saying, **"Lawyer, that's not relevant to me**

16· ·**right now."**

17· · · · · · · · MR. FENTON:· Right.

18· · · · · · · · THE COURT:· **I don't really care about all**

19· ·**that.· That's for another day.**· But let me just tell

20· ·you this.

21· · · · · · · · MR. FENTON:· Okay.

22· · · · · · · · THE COURT:· These are real easy issues.

23· ·I have got to put an order down for you to be out of

24· ·that house.

25· · · · · · · · MR. FENTON:· I understand that.

TR.v4 (508)

·1· · · · · · · · THE COURT:· **On September 3rd.**

·2· · · · · · · · MR. FENTON:· **Can I speak a little more**

·3· ·**first?**

·4· · · · · · · · THE COURT:· **No.**

TR.v4 (511)

·3· · · · · · · · MR. FENTON:· But I wanted to take them

·4· ·with me so I'm only going over the bridge one time.

·5· ·That's what I was saying.

·6· · · · · · · · THE COURT:· **Well, I know that you would**

·7· ·**like to do that but we're not doing that.· Okay?**

·8· ·**That's not the fair way to do it.· And I'm not going**

·9· ·**to sit here and explain to you why it's not because**

10· ·**it's part of the law that you assume when you stand up**

11· ·**and start representing yourself.· Assume that you**

12· ·**know.**

TR.v4 (512)

17· · · · · · · · MR. FENTON:· Okay.· I'm sorry.· I would

18· ·rather stay in the house during the auction with that

19· ·being the case.· But the only reason I was going to

20· ·leave ahead of time --

21· · · · · · · · THE COURT:· **You're not going to stay in**

22· ·**the house.**

23· · · · · · · · MR. FENTON:· I'm not going to stay in the

24· ·house?

25· · · · · · · · THE COURT:· **No, sir.· You're going to**

TR.v4 (513)

·1· ·**leave by September 3rd noon, and you've got to be out**

·2· ·**of there or the sheriff will escort you off the**

·3· ·**property.**

·4· · · · · · · · MR. FENTON:· So have I done wrong to

·5· ·receive that kind of treatment, Your Honor?· I mean,

·6· ·my wife had two months to move out.

·7· · · · · · · · THE COURT:· **Sir, we have already talked**

·8· ·**about all that.**· We had a previous hearing.· We have a

·9· ·previous Court Order.· You're representing yourself.

10· ·**You're assuming to know everything we've already**

11· ·**talked about.· I'm not going to go over it with you**

18· · · · · · · · MR. FENTON:· On the last Court Order you

To this day I still have no idea WHY he was "PUNISHING" me so harshly, except for Ms. Story's alarming complaints, demanding that I was **"dissipating marital assets"**, which Ms. Story knew was NOT TRUE BEFORE Court, while she insisted that wasn't the REASON for the harsh judgment AFTER Court. I see no other explanation in either of the Court Orders or the Transcripts to justify this.

I honestly could not make ANY SENSE out of this, until I discovered and read the two articles in the Tennessean, revealing the close, long-term trusting friendships between Ms. Story and the Binkley family.

I can only conclude that it must have been either error or bias (Ms. Story was given the "benefit of the doubt" over me, even if unconsciously, due to their close and trusting friendship), although I do not believe that Ms. Story was operating in GOOD FAITH at any point.

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19· ·said that I could take my stuff with me after the

20· ·ten-day walkthrough.· That's what your last Court

21· ·Order said, and I would like to be able to do that.

TR.v4 (514)

·2· · · · · · · · THE COURT:· Do you understand that?· Your

·3· ·personal items, sir.· You're not stupid.· Listen,

·4· ·please.· Your personal items are your clothes, your

·5· ·personal jewelry, and that's it.

·6· · · · · · · · MR. FENTON:· My bed or my furniture?

·7· · · · · · · · THE COURT:· **No, sir.· I'm going to say it**

·8· ·**for the third time.· No furniture, no furnishings, no**

·9· ·**nothing.**

10· · · · · · · · MR. FENTON:· That's not what you said in

11· ·the last order.

12· · · · · · · · THE COURT:· **Sir, you're not paying**

13· ·**attention.· You're not listening to what has happened.**

14· ·**You're not paying attention to anything.· And I'm not**

15· ·**going to spend three or four hours here at the -- just**

16· ·**trying to be nice to you and go through everything**

17· ·**again.· I'm just not going to do that.**· You're

18· ·expected to know all of this.

19· · · · · · · · Now, you're choosing to represent

20· ·yourself.· There's not a thing that I can do about

21· ·that.

TR.v4 (515)

25· ...And then I don't want you coming in

TR.v4 (516)

·1· ·and say, Judge, I didn't really understand that.

·2· · · · · · · Because I've been down this road with

·3· ·folks who represent themselves.· They don't get it.

·4· ·They don't understand, and then they whine and

·5· ·bellyache and come back and say that just wasn't fair.

·6· ·**Fair is something you do in the fall.**

TR.v4 (517)

·2· · · · · · · THE COURT:· All right.· What else,

·3· ·Ms. Story?

·4· · · · · · · MS. STORY:· That'll do it.· We can

·5· ·account for the items he sold at a later time and

·6· ·address that.

·7· · · · · · · MR. FENTON:· Can I make a comment about

·8· ·those, Your Honor?

·9· · · · · · · THE COURT:· No.

10· · · · · · · MR. FENTON:· That is before this was in

11· ·Court.

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·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.

14· · · · · · · · THE COURT:· All right.· **Then if you'll**

15· ·**prepare the Order**, that'll take care of us.

Regretfully Ms. Story never provided me with an opportunity to participate via telephone as she promised here in Court either. Apparently, she justified that by a series of erroneous claims, less than truthful motions, and a misleading affidavit, denying me any opportunity to participate.

Consequentially, default judgments were ordered against me on every count!

Before we even BEGAN DISCOVERY, without even filing a "Motion for Default Judgment" as I thought was mandatory, to provide me with any notice or warning about the catastrophic damages to MY PERSON which followed.

I've now lost an entire YEAR of my LIFE, while having also lost every penny I had ever earned, invested, or saved, while I believe I was denied ANY "equal and due process", along with an opportunity to be HEARD by an impartial tribunal.

MS. STORY: Since he probably will be moving to Michigan, I would be amenable to him attending the final hearing by telephone if he doesn't want to drive back. And I can tell you, I will try to accommodate him in any way I can.

THE COURT: I know you will. You already have.

MS. STORY: And, also, the order probably needs to say that Ms. Fenton can execute any other documents that need to be executed because he might not be here to sign anything, that Mr. Anderson might need signed. So I would like to be able to put that in the Order.

THE COURT: All right. Then if you'll prepare the Order, that'll take care of us. That's what we're doing. That's the Order of the Court. Thank you very much.

(Proceedings were adjourned at 11:44 a.m.)

2019-08-30 Email to Ms. Story Regarding Urgent Concerns and Misunderstandings from Court the Day Before

From: Jeff Fenton Jeff@Meticulous.tech
Sent: Friday, August 30, 2019 1:48 PM
To: Virginia Story <virginia@tnlaw.org>; Heidi Macy <Heidi@tnlaw.org>; Kathryn Yarbrough kyarbrough@tnlaw.org
Cc: elaine.beeler@tncourts.gov

Subject: Miscommunication Yesterday

Hello Ms. Story,

I just had the Clerk's and Master's Office send me a copy of the court order from yesterday.

Apparently there was a miscommunication somehow, between when you spoke about the TV and the Dehumidifier, where Chancellor Binkley understood your comments about me selling the them, to have occurred during the Restraining Order Statutory Injunction, which is not at all correct. This was months before.

It looks like that is what **upset** the Chancellor, and caused him to **change his ruling to forbid me from taking any of my personal property with me** when I move.

As I don't believe that was what you were alleging, and I know that isn't what happened, how do we get this cleared up, so that I can take my personal property with me, so that I can move to Michigan, as planned?

This seems to all be about a simple misunderstanding, more so that favoritism, as I thought. I just couldn't rationalize any other reason for such drastic changes in the order.

How do we fix this quickly so I can leave?

I've done nothing against the Statutory Injunction at all. If anything, a little bit of money could arguably be kept from my final proceeds.

Please advise, I want to get packing, but I legally can't.

Thanks.

Jeff Fenton

2019-08-30 Ms. Story's Reply to My Urgent Concerns and Misunderstandings from Court the Day Before

From: Virginia Story virginia@tnlaw.org
Sent: Friday, August 30, 2019 3:36 PM
To: Jeff Fenton <Jeff@Meticulous.tech>; Heidi Macy <Heidi@tnlaw.org>; Kathryn Yarbrough kyarbrough@tnlaw.org
Cc: elaine.beeler@tncourts.gov

Subject: RE: Miscommunication Yesterday

Mr. Fenton,

The transcript will reflect that we had no verification of a date that you sold the property and there was no prejudice to you whatsoever as you had just mentioned this in your multiple page pleadings that you filed on the morning of the hearing 8/29/19.

You are welcome and should provide proof of when you sold the TV and dehumidifier as this will be addressed at the final hearing.

The Judge made the decision that you will take personal clothing, your jewelry and toiletries/medication only. He went over that several times with you.

You were not able to complete certain tasks in order to have the house ready for the auctioneers and at this point we will just have to store the items that you tag that you would like.

Remember whatever the storage fee is you will most likely have to pay out of your share of the proceeds so do not tag anything that you want the auctioneer to sale please. The more you sale the less you have to haul to Michigan. The proceeds from the sale of the real property and the proceeds from the sale of the furniture will be deposited into the clerk's office for save keeping.

Please note that our office is closed Monday for a holiday so we appreciate your not emailing after office hours which are 8 to 5 pm.

Thanks,

Virginia

2019-09-16 Letter from Virginia Lee Story Claiming False Damages and Demanding $2,000 Immediate Payment for Storage - Threatening to Otherwise SELL and DISPOSE of MY Personal Property

Story Abernathy & Campbell, PLLP
AN ASSOCIATION OF ATTORNEYS
Virginia Lee Story
virginia@tnlaw.org

September 16, 2019

Re: Fawn [redacted] Fenton ys. Jeffrey Ryan Fenton
Williamson County Chancery Court No. 48419B

Dear Mr. Fenton:

My client was at the house over the weekend and has indicated that you left the house in a mess despite you having known since August I, 2019 that the property would be auctioned. The costs for cleaning out the house and moving the items that you have tagged per the Court Order to storage will be in excess of $2,000. Please send a check payable to Fawn Fenton noted for moving and clean up to my office address. I will provide you with each invoice, so you have an accounting of actual costs.

If I do not receive a check from you in the amount of $2,000 by Friday, September 20, 2019, we will have to sell the remaining items in the house and then dispose of the items that cannot be sold. Any proceeds from items sold will be deposited into the Clerk's office for distribution after payment of the costs.

As for the items you have tagged and for which you will send the $2,000 advance by Friday, September 20, 2019 for the movers and clean up, please make the arrangements for a storage unit. This will need to be done by Thursday, September 26, 2019. Send me the name of the storage location and unit number with verification that the amount has been paid in advance so that when the movers arrive there are no snags.

Finally, we did not locate any guns in the house. Please advise where they are located with the contact information or whether you have taken them with you to Michigan. If you have any guns in your possession, please provide an itemized list of all types, manufacturers, and models.

Virginia Lee Story
Attorney at Law

cc: Ms. Fawn Fenton

ARGUMENT: Regarding Ms. Story's 9/16 Letter

Ms. Story wrote this letter on September 16th, I received it in the mail on the 19th, the demanded funds were DUE TO HER the very next day, or she threatened to SELL and DISPOSE of ALL MY PERSONAL PROPERTY, which SHE demanded in Court on 8/29 that I be forced to LEAVE BEHIND while vacating, as the WCSO escorted me out of my home and off my property, under the false allegations by Ms. Story about me "Dissipating Marital Assets". (Which was literally IMPOSSIBLE according to SECTION-IV of Ms. Fenton's COMPLAINT FOR DIVORCE as previously cited.)

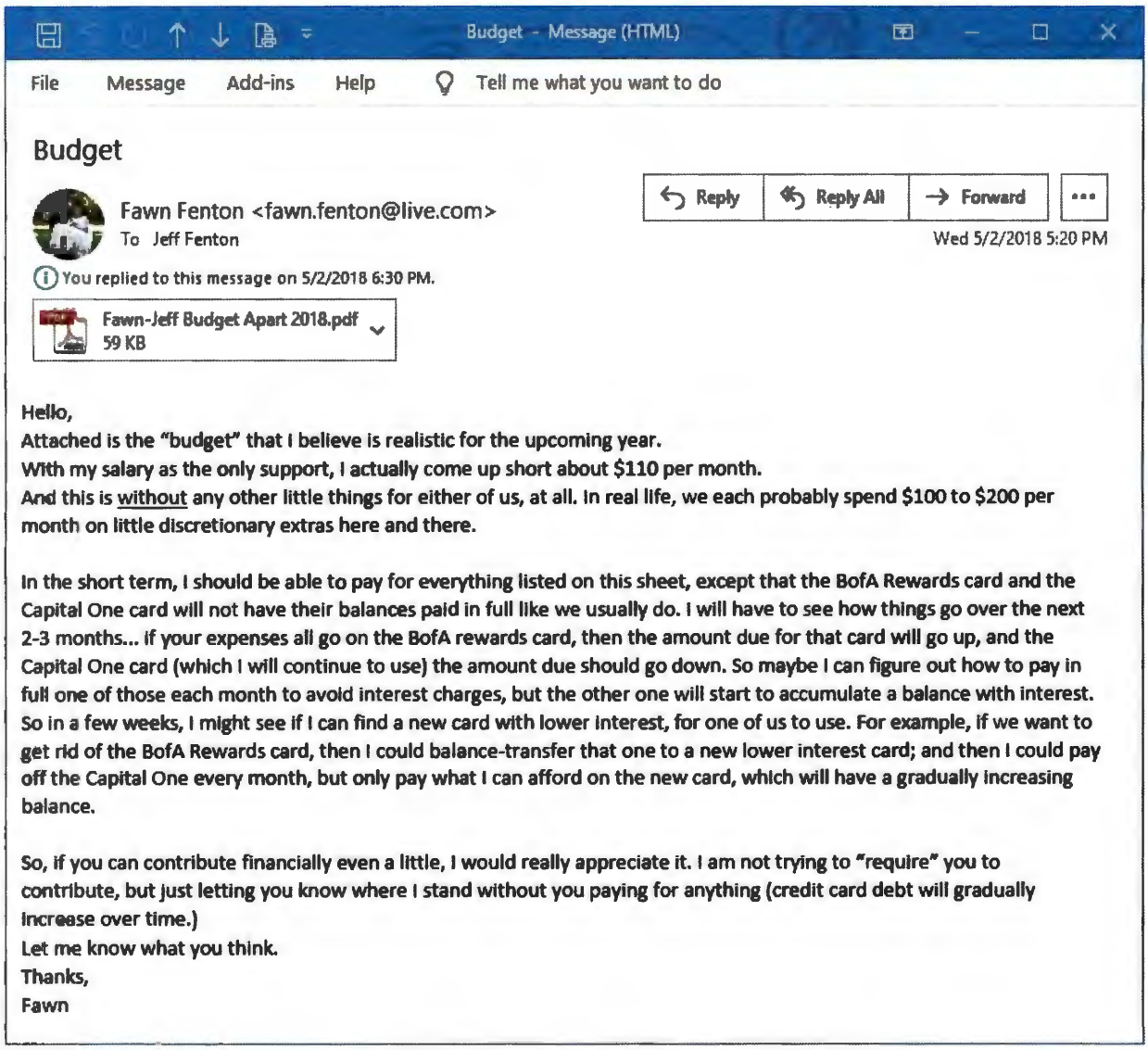
IV.

Plaintiff would show that the parties have no assets other than personal property which has been divided with the exception of a few items. Husband and Wife have lived separately since April 2018.

This is CONTRARY to EVERYTHING which Ms. Story swore to in Court on 8/29/2019 before Chancellor Binkley and myself, while I was only given FIVE DAYS notice to vacate everything in MY LIFE, leaving me homeless and destitute. STILL, I spent literally DAYS cleaning and preparing our home without sleeping for the FIVE-DAYS between my hearing on 8/29 and my eviction on 9/3. As such, the home was NOT AT ALL in the horrid conditions which Ms. Story claimed. The laundry (bed linens and towels) left around in piles was all CLEAN, I simply ran out of TIME before FOLDING it all and putting it away!

NONE of this would have been left in this condition, had Ms. Story not chosen to strategically and carelessly terrorize my life with her false, misleading, and I believe malicious claims and subsequent requests in Court on 8/29/2019. There is NO MEANS by which I can interpret ANY of this as having been done in GOOD FAITH by Ms. Story, or having shown me ANY "HONESTY, FAIRNESS, INTEGRITY, and/or CIVILITY" as her OATH of office requires.

Since Ms. Story KNEW that Ms. Fenton had VOLUNTARILY been our family's ONLY wage earner for the past couple of years, in addition to being our primary Breadwinner for at least the decade prior. Also knowing that I had been cut off from all OUR FINANCIAL accounts, both asset and debt accounts, a YEAR PRIOR by Ms. Fenton without ANY NOTICE, the very same NIGHT as Ms. Fenton ABRUPTLY ABANDONDED ME on 4/22/2018. Ms. Story was also intimately familiar with how as a result of her heavy-handed and unfair legal actions against me (as I can only see them), I had been forcibly rendered homeless, without a PENNY of savings, provision, or support.



Budget - Message (HTML)

File Message Add-ins Help Tell me what you want to do

Budget

Fawn Fenton <fawn.fenton@live.com>
To Jeff Fenton

Reply | Reply All | Forward | ...

Wed 5/2/2018 5:20 PM

You replied to this message on 5/2/2018 6:30 PM.

Fawn-Jeff Budget Apart 2018.pdf
59 KB

Hello,
Attached is the "budget" that I believe is realistic for the upcoming year.
With my salary as the only support, I actually come up short about $110 per month.
And this is without any other little things for either of us, at all. In real life, we each probably spend $100 to $200 per month on little discretionary extras here and there.

In the short term, I should be able to pay for everything listed on this sheet, except that the BofA Rewards card and the Capital One card will not have their balances paid in full like we usually do. I will have to see how things go over the next 2-3 months... if your expenses all go on the BofA rewards card, then the amount due for that card will go up, and the Capital One card (which I will continue to use) the amount due should go down. So maybe I can figure out how to pay in full one of those each month to avoid interest charges, but the other one will start to accumulate a balance with interest. So in a few weeks, I might see if I can find a new card with lower interest, for one of us to use. For example, if we want to get rid of the BofA Rewards card, then I could balance-transfer that one to a new lower interest card; and then I could pay off the Capital One every month, but only pay what I can afford on the new card, which will have a gradually increasing balance.

So, if you can contribute financially even a little, I would really appreciate it. I am not trying to "require" you to contribute, but just letting you know where I stand without you paying for anything (credit card debt will gradually increase over time.)
Let me know what you think.
Thanks,
Fawn

As such, I can only logically interpret this action by Ms. Story to have been solely to INJURE me further, while I believe also attempting to **EXTORT $2,000 from MY MOTHER!** (Who is a person of very meager means, having raised FIVE children, primarily alone, on a Nurse's salary, while working 12-hour shifts!)

I was quite convinced that I had been legally harassed and abused by Ms. Story in Tennessee, as I had cried out to the Court (in my "ONE AND DONE" filed on 8/29/2019, along with multiple emails to Ms. Beeler and others) for help and protection from Ms.

Story as well as Ms. Fenton's FALSE TESTIMONY, upon which some of Ms. Story's most damaging actions were based. I begged the Court to please restrain Ms. Story to operating within the Code of Conduct for Attorneys, as a Member of the Court, that she please be required to adhere to her OATH of office, yet no one even ACKNOWLEDGED my cries for help, while it only seemed to further fuel Ms. Story's rage and wrath toward me. The Court continued to grant Ms. Story's EVERY REQUEST since I had begun representing myself "Pro Se", no longer being able to afford Counsel.

As a final note, in this letter Ms. Story stated: *"Finally, we did not locate any guns in the house. Please advise where they are located with the contact information"*.

Ms. Story had an Exparte' ORDER OF PROTECTION against me for a couple of MONTHS prior! IF I HAD THE GUNS THERE, I WOULD HAVE GONE TO JAIL! I see her ONLY interest in MY guns, as with her interest in ALL of MY PERSONAL PROPERTY (as shall later be SHOWN), to be purely for the purpose of her OBTAINING MY STUFF TO SELL for the benefit of someone OTHER than me! (ELSE SOLELY TO FURTHER ABUSE ME, TO DEMONSTRATE HER POWER OVER ME.)

I hope that the Court is beginning to understand WHY I am so UPSET, and grants me some flexibility regarding the harshness of my language, given the obvious damages which I have had wrongly forced upon me, requiring me to CONTINUE fighting to THIS DAY, simply to SURVIVE!

As unbelievably unethical and inhumane as I perceived this to be, it is NOTHING compared to what was yet to FOLLOW, from Attorney Virginia Lee Story.

I NEVER expected to "WIN" in Court against Attorney Virginia Lee Story, but I DID honestly believe that I would be treated more humanely than by far I experienced!

(ORIGINAL EMAILS IN THEIR NATIVE FORMAT, ARE ALL AVIALABLE UPON REQUEST)

2019-09-18 Protected Income and Assets for Jeffrey Ryan Fenton #48419B (Affidavit of Claim Exemptions)

State of Tennessee	Court (Must Be Completed) CHANCERY COURT	County (Must Be Completed) WILLIAMSON COUNTY
Protected Income and Assets (Affidavit of Claim Exemptions)		File No. 48419B (Must Be Completed) Division FRANKLIN (Large Counties Only)

FILED
WILLIAMSON COUNTY
CLERK & MASTER
2019 SEP 20 PM 3:40
FILED FOR ENTRY

Plaintiff/Creditor FAWN [redacted] FENTON
(Name: First, Middle, Last of person/company that filed lawsuit)

Defendant/Debtor JEFFREY RYAN FENTON
(Name: First, Middle, Last of the other person)

This Protected Income and Assets form is: ☒New/First time filed ☐Changed/Modified

You may use this form to tell the court about any income, property, or benefits that are protected from sale or seizure (garnishment) under state or federal law. You should file this form for each judgment you have against you.

You may have to pay a filing fee. Can't afford the fee? Ask the court clerk for a paper called a Request to Postpone Filing Fees and Order (Uniform Civil Affidavit of Indigency). Or go on the internet to www.tncourts.gov or www.justiceforalltn.com to get the form.

Fill out the form. Make a copy for each judgment against you **before you write in the file number and before signing the form.** Sign each copy. You can update this form if you need to protect new property. You must file an update for all unpaid judgments against you.

IMPORTANT! You can protect up to $10,000.00 worth of personal property (lines 1-6), and only up to $1,900 for line 7.

Some things are automatically protected. You do not have to list them below, such as: your family's clothing and suitcases or trunks where the clothing is stored, family portraits and photographs, the family bible and schoolbooks.

① I am the Defendant/Debtor in the court case listed above. I live in Tennessee and I claim that the following items are protected from garnishment. (TCA §§ 26-2-103 and 26-2-114). This personal property exemption right is in addition to certain items that are automatically exempt by law and do not need to be included in my $10,000 total, including funds on deposit in checking and/or savings accounts at:

USAA FEDERAL SAVINGS BANK
Name of Bank

consisting solely of Social Security, SSI, Unemployment, Workers Comp, AFDC/Families First, Veteran's benefits, alimony or child support, and/or state, federal or city pension.

Item	Describe	Value: $1,850
1. Car, truck, or other vehicle	2003 BUICK LESABRE (WHITE) 4D	$ 1,800
	VIN: 1G4HR54K43U236502	

March 2013 Protected Income and Assets Approved by the Tennessee Supreme Court Page 1 of 5

CAR COVER	TAN COVER MADE FOR LESABRE	$ 50.00
2. Furniture/Electronics		**$ 3,535**
QUEEN BED & FRAME	LYLA FOAM MATTRESS WITH DARK WOOD FRAME	$ 300
SCREEN ROOM DIVIDE	BROWN WOOD 4-PANEL	$ 100
MASTER CHAIR	BLUE/GRAY PLUS MICROFIBER	$ 50
LINEN HAMPERS	BROWN WICKER (2)	$ 40
FLOOR LAMP	BRASS (BEDROOM)	$ 25
OFFICE DESK SET	2 L-SHAPED GLASS TOP DESKS	$ 200
OFFICE DESK CHAIRS	CLOTH & VINYL SWIVEL CHAIRS	$ 50
FLOOR LAMPS	(2) SATIN NICKEL (OFFICE)	$ 30
GRAY FILING CABINET	SHORT-MATCHES DESK (OFFICE)	$ 30
FILING CABINETS	(2) HON BLACK METAL FULL-SIZE	$ 40
RED SECTIONAL	3-PIECE WITH 3-MATC PILLOWS	$ 350
LARGE RUN & PADDING	BENEATH SECTIONAL IN FAM/RM	$ 100
ENTERTAINMT CENTER	ESPRESSO WOOD	$ 300
END TABLE	ESPRESSO WOOD w/ DRAWERS	$ 100
COFFEE TABLE	ESPRESSO TRIANGULAR GLASS	$ 100
FLOOR LAMP	SATIN NICKEL (FR)	$ 30
LR COUCH & CHAIR	TAN PLUSH w/ TILE END TABLE & 2-TABLE TOP LAMPS	$ 200
LAMP STAND	IVORY BROKEN-SLAB	$ 50
BOOKSHELVES	BLACK COMPOSITE	$ 25
TV-TRAY SET	(4) NATURAL WOOD COLOR	$ 25
DINING ROOM SET	WOOD TABLE & 6-CHAIRS	$ 200
FRAMED ARTWORK	SOAR LIKE EAGLES	$ 50
FRAMED ARTWORK	BOBCAT & BIRD UP TREE (DAD)	$ 25
SAMSUNG 40" TV	ON ENTERTAINMENT CENTER	$ 150
MISC INPUT DEVICES	REMOTES, KEYBOARDS, MICE...	$ 65
CANON CAMERA	80D, 2 LENSES, CASE, ACCESS	$ 400
MANFROTO TRIPOD	055 XPROB TRIPOD w/ 229 HEAD	$ 150
MANFROTO TRIPOD	FREE FLOATING FOR VIDEO	$ 100
MOULTRIE 1801	GAME CAMERA w/ EXT BATTERY	$ 100
CYBERPOWER UPS(S)	MISC UNINTERRUPTIBLE POWER SUPPLIES & SURGE PROTECTORS	$ 150

3. Household goods		**$ 3,320**
DISHES, GLASSES, CROK, PANS, UTINCILS, CULTERY, FLATWARE	ASSORTED KITCHEN EQUIP FOR PREPARING, SERVING, STORING, EATING FOOD	$ 200
MICROWAVE	GE (WHITE)	$ 25
SERINITY PRAYER	PLAQUE OVER STOVE	$ 20
SHARK VACCUUM	ROCKET DUO w/ ATTACHMENTS	$ 75
CLEANING SUPPLIES	MISC BROOMS, MOPS, BUCKETS, SCRUB BRUSHES, SOAPS, DETERGENTS, CHEMICALS	$ 50
TOILETRIES	PAPERS, PERSONAL HYGIENE	$ 50
TOILETRIES (SURPLUS)	TOILET PAP, PAP TOWELS, KLEENEX	$ 75
DEHUMIDIFIER	SANTA FE "MAX DRY" 155	$ 1,000
LAWN MOWER	HONDA HRX217HYA	$ 150
GAS TRIMMER	STIHL FS250R	$ 100
CHAIN SAW	STIHL MS391	$ 200
DEWALT CHOP SAW	DEWALT DW705	$ 100
DEWALT 18V KIT	KIT: DW4CPK2 WITH CORDLESS DRILL DW959, RECIP SAW DW938	$ 100
PROTECTIVE HELMET	STIHL HELMET & FACE SHIELD	$ 25
ROLLING TOOL CHEST	CRAFTSMAN RED 10-DRAWER	$ 125
ALL TOTES IN CRAWL SPACE & HOUSE	TOTES BOTH BLACK AND GRAY, WITH CONTENTS AND EMPTY	$ 300
HAND TOOLS	ASSORTED HAND TOOLS OF ALL KINDS, SOCKETS, WRENCHES, SAWS, SHEETROCK, PAINTING, ELECTRICAL, PLUMBING, HOUSEHOLD MAINT & LT CONST	$ 350
MISC BLUNT TOOLS	MISC HAMMERS, PRY BARS, SLEDGEHAMMERS, AXES, SHOVELS, RAKES, YARD HAND TOOLS	$ 125
REGENT WORK LIGHTS	(3) ORANGE WORK LIGHTS	$ 50
MISC POWER CORDS	EXT CORD REELS – ALL SORTS	$ 100
MISC HARDWARE & ELECTRICAL SUPPLIES	CAT-5 CABLE, ELECTRICAL WIRE, LOOSE HARDWARE FITTINGS, ETC	$ 50
RIGID WET/DRY VAC	RIGID 6.25 HP 16-GAL	$ 30
FURNITURE DOLLYS	2 GROUND LEVEL DOLLYS	$ 20

4. **Bank Accounts**	Bank Name	Balance
NONE OTHER THAN LISTED ON PAGE-1	N/A	N/A
5. **Other**		**$ 1,180**
SENEGAL PARROT	PET BIRD NAMED "KIWI"	$ 100
[redacted]		
6. **Cash**		**$ 107**
7. **Tools of the Trade (Things I need to earn a living)**		**$1,900**
CABLE MODEM	MOTOROLLA (MODEL MB8600)	$ 50
ROUTER & ACCESS PT	(2) ASUS (MODEL AC1900)	$ 100
UNINTERRUPTIBLE POWER SUPPLY	(2) CYBERPOWER (MODEL 1500PFCLCD)	$ 100
DELL 24" MONITORS	MODELS SP2309W & ST2320L	$ 100
DELL OPTIPLEX 380	DESKTOP COMPUTER (WIN-7)	$ 150
DELL OPTIPLEX 755	DESKTOP COMPUTER (WIN-XP)	$ 100
HP PAVILION HPE-500Y	DESKTOP COMPUTER (WIN-10)	$ 150
DVI KVMP SWITCH	ATEN CUBIQ (MODEL CS1644)	$ 50
MULTIMEDIA SPEAKER	HARMAN KARDON SOUNDSTICKS	$ 50
FUJITSU SCANNER	SCANSNAP IX500 DUPLEX DOC	$ 150
BROTHER LABEL MKR	P-TOUCH PRO XL	$ 60
WIRELESS HEADSET	PLANTRONICS (MODEL CS351N)	$ 30
CORDED HEADSET	PLANTRONICS (MODEL T20RA)	$ 30
DESKTOP TELEPHONE	PAN 4-LINE (MODEL KX-TG4000B)	$ 50
NETWORK PRINTER	RICOH AFICIO LASER (SPC410DN)	$ 350
AUSU NOTEBOOK	ASUS MODEL 305C	$ 150
SHREDDER & TRASH	PAPER SHREDDER& TRASH CANS	$ 30
WD PASSPORT & BOOK	USB BACKUP DRIVES	$ 100
DELL POWER EDGE	SC1420 SERVER (WINDOWS 2003)	$ 100

② **Read below then sign:**

I declare under penalty of perjury under the laws of the State of Tennessee that:

- The information on this form is true to the best of my knowledge.
- The information I provided is a correct and complete list of all of my income and assets to be protected.

Defendant/Debtor
Signs here: _____ Date: 9/18/2019

Sworn to and subscribed before me this 18th day of September, 20 19.

_____
Deputy Clerk or Notary Public

JOSHUA ORVIS
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF GENESEE
MY COMMISSION EXPIRES AUG 24, 2024

Certificate of Service
(How I gave this paper to the Plaintiff/Creditor)

I certify that I **(check one box)**

☐ hand delivered or

☒ mailed by first-class mail, properly addressed, a true and correct copy of this paper to the person listed below at the address below:

ATTORNEY VIRGINIA LEE STORY
Name of Who You Are Giving This To (The creditor's lawyer or the creditor if no lawyer)

136 FOURTH AVENUE SOUTH, FRANKLIN, TN 37064
Address of the Lawyer or the Creditor (Include City, State and Zip Code)

on 9/19/2019.
(Date you mailed/hand-delivered the copy)

_____
Sign Your Name

IMPORTANT!

The court and clerks are not allowed to give you legal advice, even if you don't have a lawyer. This form is a public record. It is not legal advice. The law may change and it is

Bring the original and 2 copies of this form to the Court Clerk to be date stamped.
Give the original to the Court Clerk.
Bring a stamped envelope addressed for each plaintiff to the Court Clerk. Mail one copy to the lawyer or if there is no lawyer, mail it to the plaintiff or company that sued you. Keep one copy for yourself.

2019-09-23 COERCED Listing Signature Under THREAT of Incarceration EMERGENCY Email to ALL Parties: NEVER Read Contract – ILLEGAL AGREEMENT NULL/VOID/CANCELLED! HALT AUCTION!

Jeff Fenton

From:	Jeff Fenton <jeff.fenton@live.com>
Sent:	Monday, September 23, 2019 3:11 AM
To:	elaine.beeler@tncourts.gov; lisa.marsh@tncourts.gov
Cc:	Virginia Story; Heidi Macy; Kathryn Yarbrough
Subject:	FW: SUNNYSIDE LISTING AGREEMENT WAS NOT LEGALLY OBTAINED OR BINDING: IT WAS FORCED TO BE SIGNED UNDER EXTREME DURRES, WITHOUT EVEN HAVING EVER READ IT - WHICH IS ILLEGAL IN EVERY COURT OF LAW!!!
Importance:	High

Ms. Beeler,

Please forward this email to Chancellor Binkley. If he doesn't have email, then please print this out and deliver it to him. I'm not sure how your communications work at the court house, but I read somewhere in the code about directly communicating with Judges, even in an ex parte capacity when needed. However, since Ms. Story is copied on this email, this should not be considered an ex parte communication.

I'd simply prefer that Chancellor Binkley have an opportunity to read my words as written by me, before Ms. Story has a chance to twist them into an even more horribly offensive lie again.

Thank you very much mam!

Jeff Fenton
Docket: #48419B

From: Jeff Fenton <jeff.fenton@live.com>
Sent: Saturday, September 21, 2019 3:33 AM
To: Tommy Anderson <tom@tommyanderson.us>; pmarlin@mcarthursanders.com
Cc: lisa.marsh@tncourts.gov; elaine.beeler@tncourts.gov
Subject: SUNNYSIDE LISTING AGREEMENT WAS NOT LEGALLY OBTAINED OR BINDING: IT WAS FORCED TO BE SIGNED UNDER EXTREME DURRES, WITHOUT EVEN HAVING EVER READ IT - WHICH IS ILLEGAL IN EVERY COURT OF LAW!!!
Importance: High

Mr. Anderson and Mr. Marlin,

So what price range do you realistically estimate that our house would sell through at? And what range would that make our net sales price?

I'm sure that Bancorp South is interested in the idea, because they will most likely get wiped-out in a foreclosure, being in second place. BUT my main concern is how much money Fawn and I can expect (if any) to put into OUR pockets, after it is all done and said?

Fawn and I already defaulted upon MY DUPLEX years ago, to prevent paying Bancorp South a balloon payment of $30k, on what was then known as their 125% second mortgage HELOC product, which they

1

discontinued after the housing bubble burst, so that I couldn't refinance or replay the loan, without leveraging our Sunnyside home WITH FAWN'S HELP, which she was ABSOLUTELY NOT willing to do. Even though we had leveraged MY DUPLEX for over $20k, to put INTO Sunnyside earlier, when we invested $100k of improvements into Sunnyside within the FIRST YEAR that we owned it.

So I'm pretty familiar with the foreclosure process. [redacted] Fawn's father has spent his entire life in real estate, he has owned his own brokerage, and also spent decades working the financial end of the business. (While her brother is also an MBA.) [redacted] (Where she can earn $100k per year, with a degree from MIT, while only having $50k in revolving debt, but somehow she CAN'T AFFORD to pay her bills, BUT she can afford a NEVER ENDING attack by the MOST EXPENSIVE ATTORNEY in town! Eventually, that is going to begin garnering attention, no matter how duped people are by Fawn and Ms. Story's LIES, or how compassionately they can FEEL FAWN'S PAIN, without realizing that it is almost ENTIRELY SELF-INFLICTED, trying to get away from absolutely EVERY FINANCIAL OBLIGATION TO ME, while I played a CRUCIAL ROLE IN BUILDING HER ENTIRE CAREER!

So finally MY Duplex was sold at a Foreclosure Auction, for **$160k!** Then, because of a decade worth of improvements, hard work, and money which I had put into the property, it was sold on the market **THREE MONTHS LATER** for **$250k!**

We handed some lucky investor a $90k dollar profit (in THREE MONTHS) for buying MY DUPLEX at a foreclosure auction (to save Fawn from another $30k of debt, in HER NAME, while all of our MONEY and DEBTS were treated JOINTLY, regardless of whose name they were legally in). As some investor spent less than $5k in improvements, because I had already spent a decade rebuilding the home from the ground up, with quality components you only find in nice custom homes, not in construction grade rentals. While I received absolutely nothing from the foreclosure auction, and the second to BCS was never paid at all.

Meanwhile, BCS never sent me a single statement, they never told me that I still owed them a dime, nor did they report any further active debts on my credit report, for THREE YEARS! After which, as my credit score improved this past year, out of the blue, BCS had their attorney SUE ME for not repaying the second mortgage, and WON a $34k judgment against me… even though they left $90k of MY EQUITY on the table, as a result of preferring a foreclosure auction than the risk of buying out the first and selling the property on the market. (That sounds like their POOR business decision, not MINE, so why do I still owe them? And since they had a security interest in MY DUPLEX, but it is GONE now, WHY are they legally able to perform a "swap of collateral" and now have a $34k LEIN against our current home on SUNNYSIDE? **That's messed-up more ways than I can articulate!** All while the VP for the Maryland Farms Bancorp South Branch had been to my home, and KNEW that ALL my money and VALUE was IN MY DUPLEX (not in my person), and that I HAD no other assets, until Sunnyside came along.

So yes, I understand how this will benefit BCS, and how it will benefit Fawn by not being sued later by BCS, **but no one has yet given me a clue how this auction, rendering me homeless, and throwing away a few HUNDRED GRAND of MY net worth,** toward my quality of life now, as well as my retirement, along with nearly a decade of hard work, and my entire ROTH IRA retirement savings accounts, which were liquidated for the down payment on Sunnyside, will in ANY way benefit ME?

I will always love Fawn, despite how she has unilaterally destroyed both of our lives (largely thanks to menopause, and the hatred which her family holds for me). While I still feel her pain, and I have spent more diligence trying to convince Fawn of financial, housing, and tax strategies where SHE can ENJOY the prosperity and rewards of her career, with a much brighter future to look forward to, than she has dogmatically pursued without the slightest regard for the consequences. Which has BY FAR superseded any of my concerns for my own welfare, through this divorce. As Fawn has publicly mocked me, turned our friends and even MY NEIGHBORS against me, judging me harshly without even being able to SEE a single WRONG of her own. The TRUTH is, that no matter how badly I FEEL for Fawn, I have absolutely NO POWER to STOP

her from continuing to HURT US BOTH MORE! (My own attorney felt sorry for Fawn, even though he recognizes her complete SCAM against me. Because he earnestly believes that Fawn is in a NOSE DIVE, initiated by her choosing, regardless of the costs, but which she can no longer control.) That breaks my heart! Yet I can't protect her anymore, since her life's mission has become to destroy me. That was the worst part about the divorce, I had spent the past 15 years, protecting Fawn every way that I possibly could, even publicly inviting the blame for things which were HER fault, simply to protect her emotions (pride), to protect her career, and to protect her person. Then one day she woke-up and started believing that all the lies which we had told the World, about how every failure had been MY FAULT (since it is MUCH LESS IMPORTANT to ME, what other people think about me – as you can clearly SEE here) that somehow that fabricated narrative formed to PROTECT her, was ALL TRUE! That I was some kind of MONSTER and that she was the poor helpless VICTIM. Then her family started reinforcing those insane thoughts, and cheering her on towards dumping her "dead weight" (me)!

Then I was faced with the most heart-breaking reality, that I can't both PROTECT Fawn (as my heart desires, and had been MY MISSION since I met her), while DEFENDING myself against her ruthless unannounced attacks, at the same time. I either chose to die and walk off into the woods with nothing (which I can't bring myself to do), or she continues like the Tasmanian Devil in the cartoons, devaluing and destroying both of our lives, like a whirlwind, while trying to scare me off or snuff me out, without ever picturing a World where we could BOTH live through this, and rebuild our lives, to BOTH thrive again one day. Now, too much has been destroyed for me to ever realistically recover, but there is still the hope that one day she will find her way back home! To where her heart longs to be! Yet I can never play a role, be involved, or even know if she is ever fortunate enough to succeed in that. I truly hope and pray that she does though!

So while she has the six figure income which I helped her to reach and maintain, I've sacrificed my career, with us BOTH KNOWING and AGREEING that hers as a LICENSED ARCHITECT, has WAY MORE earning potential than mine. As a result, we BOTH DECIDED TOGETHER, that **Fawn's primary role was to MAKE THE MONEY, while my primary role was to MAKE THE MONEY WORK FOR US!** While I also filled EVERY GAP in our lives, supporting her both at home and at work, while entirely managing our household. Revolving my life around hers, and pursuing some small business ventures in my "spare" time. I WORKED CONSTANTLY! Yet now that PRINTING is no longer a significant industry in Nashville (where I once made $24 per hour, 15 YEARS AGO!), I'd be lucky to earn $25 - $30k per year now (with merely a high-school diploma and some self-taught but SLOW skills – due to my handicaps). [redacted]

Without me having at least some realistic projections (that I believe are plausible), which are somewhat satisfactory to me, at least meeting the bottom-end of my basic needs, I will NEVER sign a sales contract. At the same time, let me NOTIFY you herein, that your LISTING AGREEMENT which I signed in court under extreme duress, was coerced illegally, without me EVER HAVING EVEN READ THE DOCUMENT, STILL TO THIS DAY, nor with the court allowing me the opportunity and time to do so, then and there upon demand. (I NEVER read it, because I NEVER planned to sign it, and I didn't believe that ANYONE had the authority to DEMAND that I SIGN MY NAME to something which I DO NOT AGREE WITH or CONSCENT TO! Which is the entire purpose behind SIGNING any DOCUMENT!) IF the court has the authority and the desire to FORCE the sale of MY HOME, regardless of my wishes, then let the JUDGE sign the Listing Agreement HIMSELF, or to order that MY HOME be sold without my signature, leaving me out of the transaction all together! No disrespect intended to the court or the Judge, but I never expected for a Judge to coerce and yell at me to commit an illegal act, in a court room, under the threat of incarceration, ENTIRELY based upon the OUTRAGEOUS LIES of Ms. Story, which for some reason Chancellor Binkley chose to believe without question. Ms. Story could have just as well been sitting at the bench, while cracking a whip at me!

Consequentially, your LISTING AGREEMENT with my coerced signature under extreme duress, without even having been allowed time to read your document, you are HEREIN NOTIFIED is now and forever declared NULL/VOID/CANCELLED and NEVER legally existed in the FIRST PLACE! Should you choose to move forward with this listing and auction anyways without my express permission AFTER the date of this email, coming directly from me, (by NEGOTIATION NOT FORCE), then I will be forced to pursue every legal remedy available to me, against your company, both collectively and individually, including complaints to the Real

Estate Commission, and other agencies focused on professional accountability and consumer protections, along with the traditional court systems.

I honestly don't know either of you, nor do I wish either of you any harm. You have simply been solicited by Ms. Story, into a huge war zone, where her and Ms. Fenton are in the process of committing a FRAUD which has been so skillfully and ruthlessly planned and executed, that it is not even noticeable to the unsuspecting eye, where a great deal of education and argument is required simply to begin to SEE the SCAM which they have collectively waged against me here.

While most people are too afraid of Ms. Story to confront her as I am (which shall only escalate, drawing in larger and larger audiences, until FAIRNESS is found), the consequence of taking EVERYTHING which someone has, and leaving them homeless, broke, and abused, is that person can confront ANYONE in a LEGAL manner (civil suits are irrelevant, since I am "uncollectable"), unless I commit a criminal act and am incarcerated (while Ms. Story has committed at least TEN criminal acts, maybe even a HUNDRED, to each ONE of mine) than there is HONESTLY NOTHING WHICH SHE CAN DO TO HURT ME MORE, THAN SHE IS, HAS, AND OTHERWISE WOULD REGARDLESS! That is the price of GREED! To take SO MUCH from someone, that there is LITERALLY NOTHING LEFT TO THREATEN TO TAKE FROM THEM!

Anyhow, I expressly REVOKE my signature on that listing agreement, and declare it cancelled, never legally executed, null and void, as I am now clearly notifying you.

While despite what lies which Ms. Story will probably tell you, the court order DOES NOT give Fawn the AUTHORITY to sign the LISTING AGREEMENT for me (hence the Judge yelling at me and threatening me to sign it). The court ONLY gave Fawn permission to sign any subsequent documents for closing, without me. (Because "logistically it could be difficult with me in Michigan" she declared in court, while that is done in title companies EVERY DAY, across the Country! (She just wanted CONTROL over the process after I signed the listing agreement, not expecting for me to stand-up for my rights, and challenge both HER and the Judge's actions during that portion of our hearing.)

I'm not completely opposed to selling our home anymore, after being allowed to peacefully pack and MOVE all of MY PERSONAL PROPERTY to MICHIGAN, nor am I afraid in the slightest bit about our home foreclosing (like Fawn let MY HOME), because without some sort of executed settlement-agreement or MDA BEFORE the sale, I will receive EXACTLY the same amount either way. Which is NOTHING! So NOW is the time for them to cut a deal and be a TINY bit fair to me, if ever they want me to VOLUNTARILY SACRIFICE EVERYTING which I have worked for MY ENTIRE LIFE!

Doesn't that sound reasonable and FAIR?

So please tell me, with a range of firmer numbers, HOW MUCH can I realistically EXPECT to walk with, if I ever allow you to AUCTION MY HOME?

While asking you now for the third time, you don't seem to want to offer me any projections, instead of an apology afterwards.

Hence as explained, my signature was coerced illegally (EVEN IF BY A TRIAL COURT JUDGE), and will NOT stand-up to both documented and recorded scrutiny, in the eyes of the Tennessee Real Estate Commission, nor in the eyes of any Appellate Court, whether on a State or Federal level, which is where this is going next, should it be sold despite my expressed demands that it NOT BE!

I HOPE that you will value the future of your professions and your business, more than this opportunity to make a quick buck. I'm sorry that you've been "strung-along" by Ms. Story, but believe me, I played absolutely NO ROLE in that.

I wish you both the BEST in your professional futures!

Sincerely,

Jeff Fenton
1986 Sunnyside Drive
Brentwood, TN 37027

2019-09-25 Ms. Story's Secret Weapon to Supersede Tennessee State Laws with Federal, to SELL and DISCARD MY "PROTECTED INCOME & ASSETS"

THIS IS PROOF OF STRATEGICALLY MANIPULATING MS. FENTON'S BANKRUPTCY

SPECIFICALLY TO HARM ME MORE – SERIOUS FEDERAL CRIMES VIA ADA, FED & BK LAWS

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 9/27/2019

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	)		
	)		
FAWN [redacted] FENTON	)	CHAPTER	13
102 [redacted]	)	CASE NO:	19-02693
BRENTWOOD, TN 37027	)	JUDGE	WALKER
SSN: XXX-XX-2065	)		
	)		
DEBTOR			

ORDER GRANTING EXPEDITED MOTION TO SELL REAL ESTATE AND PERSONAL PROPERTY

This matter came before the Court on September 25, 2019 upon the Debtor's Expedited Motion to Sell Real Estate and Personal Property with notice given to all parties pursuant to Local Rule 9075-1. There being no objections raised at the call of the docket, the Motion is found to be well taken and it is therefore ORDERED as follows:

Debtor shall be allowed to sell real property located at 1986 Sunnyside Drive, Brentwood, Tennessee and items of personal property remaining in the house at auction pursuant to an Order Granting Motion to Sell Marital Residence by Auction entered in the Chancery Court for Williamson County, Tennessee on August 6, 2019 . The Debtor will sell the real estate under Section 363(f)(3) subject to the liens of Bank of America, N.A. and Bancorp South. This transaction shall be conditioned on the Debtor providing the auction report to the Trustee once the sale has taken place. All net proceeds from the sale of the property shall be deposited into the Chancery Court Clerk's Office and placed in an interest bearing account on behalf of the parties pending further orders of the Chancery Court for Williamson County, Tennessee.

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

Case 3:19-bk-02693 Doc 66 Filed 09/27/19 Entered 09/27/19 11:34:45 Desc Main Document Page 1 of 2

APPROVED FOR ENTRY:

/s/ Alex Koval
Alex Koval
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

Case 3:19-bk-02693 Doc 66 Filed 09/27/19 Entered 09/27/19 11:34:45 Desc Main
Document Page 2 of 2

737 ROTHSCHILD & AUSBROOKSIS IS ALSO LIABLE FOR INTENTIONALLY
738 MANIPULATING THE BANKRUPTCY (BK & ADA CRIME) FAILING TO DISCLOSE MY

INVESTMENT IN HOME, DENYING ME NOTICE, HIDING FINANCIAL SUPPORT WHICH I CONTINUED TO RECEIVE FROM MS. FENTON AFTER BK FILE DATE.

2019-09-26 Letter from Virginia Lee Story Valuing MY Personal Property at $3,000 Claiming that it is not "Financially Responsible" to Keep & Move

WARNING ABOUT MOTION SHE IS FILING TO SELL & GET RID OF ALL MY PERSONAL PROPERTY REMAINING IN MY HOME – WHICH SHE FORCED ME TO VACATE WITHOUT UNLESS I PAY HER FOR PACKING, STORAGE, AND MOVING

(AGAIN: THE POLAR OPPOSITE WHAT SHE PROMISED IN COURT)

Story Abernathy & Campbell
PLLP | AN ASSOCIATION OF ATTORNEYS

Virginia Lee Story
virginia@tnlaw.org

Joanie L. Abernathy
joanie@tnlaw.org

Neil Campbell
neil@tnlaw.org

Kathryn L. Yarbrough
kyarbrough@tnlaw.org

Of Counsel:
James E. Story,
Attorney at Law

Marissa L. Walters
marissa@tnlaw.org

HISTORIC DOWNTOWN
FRANKLIN, TENNESSEE
136 Fourth Avenue South
Franklin, TN 37064

OFFICE (615) 790-1778
FAX (615) 790-7468

Licensed in Kentucky

September 26, 2019

Via First Class Mail and E-Mail

Mr. Jeffrey Fenton
17195 Silver Parkway, #150
Fenton, MI 48430
Jeff@meticulous.tech

Re: ***Fawn Tiffany Fenton vs. Jeffrey Ryan Fenton***
Williamson County Chancery Court No. 48419B

Dear Mr. Fenton:

To follow up on correspondence sent to you on September 16, 2019, we never received any information on a storage unit you would like to use to store the extensive list of items you wish to retain from the Sunnyside residence. Therefore, Ms. Fenton took it upon herself to obtain a quote from Fox Moving and Storing to have these items packed, moved and stored. **The quote is attached hereto.** As you can see, the cost for packing only your personal items (i.e. remaining clothing, photos, etc.) is $639.00. The cost for moving the larger items and your personal items is $2,895.00. This would include moving the items to Fox's storage facility in Nashville. The cost to store these items in their storage facility would be approximately $495.00 per month. Finally, to have all of these items packed and moved to Michigan, the cost would be over $6,000.00.

At this point, it is our position that moving the items to Michigan is not financially responsible but that is up to you if you want to use any proceeds you received to have your items shipped. It is our position and that of Mr. Anderson's that the entire value of the remaining contents of the home is only approximately $3,000.00, therefore the cost to move and store these items far outweighs their worth. However, if you would like for the items to be packed and stored in the Fox storage facility in Nashville then you will need to send a check to my office in the amount of $3,534.00 no later than next Wednesday, October 2, 2019, made payable to Fawn Fenton and she will schedule the movers and the storage facility for one month until you decide if you want to have the items moved to Michigan. The only other option is to have the remaining property sold and any proceeds will be placed in the Clerk & Masters office for distribution at a later date. We will go ahead and file a Motion with the Court to sell or otherwise get rid of all remaining items in the home in the event that you do not agree to pay the cost for packing, moving and storing the items that you wish to retain.

Finally, you still have not disclosed where all of your guns are located. Please advise where they are located with the contact information or whether you have taken them with you to Michigan. If you have any guns in your possession, please provide an itemized list of all guns that you removed, manufacturers, and models.

I thank you in advance for your prompt response to these time sensitive matters.

Sincerely,

Virginia Lee Story
Attorney at Law

Enclosure
cc: Ms. Fawn Fenton

From: Amanda Smith <info@foxmoving.com>
Sent: Monday, September 23, 2019 5:56 PM
To: [redacted]
Subject: Your Moving Estimate!

Fox Moving and Storage
5030 Harding Place
Nashville, TN 37211
DOT: 1670280, MC: 613943
www.foxmoving.net
Ph: 615-770-3000
Fax: 615-835-3865
Amanda Smith
9/23/2019
Reference #: **1475587**

Fox Moving and Storage - Your Moving Estimate!

Dear **Fawn Fenton:**

My name is **Amanda Smith** and I have been assigned as your Certified Moving Consultant. My email is amanda@foxmoving.com and my phone number is **615-770-3000.**

Please see below for your moving estimate:

Quote
Based on the information you provided, cost is as follows:
Custom Charges:
* 1/2 Roll of Shrink ..... 1 x $60.00 ea = $60.00
* Small box / Packed ..... 3 x $10.00 ea = $30.00
* Medium box / Packed ..... 25 x $11.00 ea = $275.00
* Large box / Packed ..... 1 x $12.00 ea = $12.00
* Dishpack / Packed ..... 2 x $24.00 ea = $48.00
* Large Picture / Packed ..... 5 x $30.00 ea = $150.00
* LG Flat screen ..... 1 x $40.00 ea = $40.00
* Wardrobe / Packed ..... 1 x $24.00 ea = $24.00
Miscellaneous Items:
* Relocation service 1 truck 3 men to Fox Storage ..... = $2,256.00
* Optional full value protection $1074 (not included in pric
e) ..... =

Total Price: $2,895.00
TOTAL ESTIMATE: $2,895.00

Case 1:23-cv-01097-PLM-RSK ECF No. 1-28, PageID.1595 Filed 10/13/23 Page 76 of 143

Origin	1986 Sunnyside Drive, Brentwood, TENNESSEE 37027 **1255.94Cf - 8797Lbs**
Destination	5030 Harding Place, Nashville, TENNESSEE 37211

Reference #	**Customer:**	**Move Date:**
1475587	Fawn Fenton, 615-333-7377	9/26/2019

Garage				
	Totes	Qty: 11	66 Cuft	462 Lbs
	PBO, Box	Qty: 11	47.19 Cuft	330 Lbs
	Box, Medium	Qty: 7	21 Cuft	147 Lbs
	Metal Shelves	Qty: 5	25 Cuft	175 Lbs
	Trash Can	Qty: 1	7 Cuft	49 Lbs
	Misc	Qty: 1	10 Cuft	70 Lbs
Kitchen				
	Microwave	Qty: 1	4 Cuft	28 Lbs
	Box, Medium	Qty: 3	9 Cuft	63 Lbs
	Box, Dish-Pack	Qty: 1	6 Cuft	42 Lbs
Living Room				
	Glass top table	Qty: 1	5 Cuft	35 Lbs
	Picture	Qty: 1	0.71 Cuft	5 Lbs
	Cabinet	Qty: 1	20 Cuft	140 Lbs
	Tv	Qty: 1	20 Cuft	140 Lbs
	Box, Dish-Pack	Qty: 1	6 Cuft	42 Lbs
	Table, end	Qty: 1	5 Cuft	35 Lbs
	Sofa	Qty: 2	80 Cuft	560 Lbs
	Sofa Section	Qty: 1	20 Cuft	140 Lbs
	Rug or Pad, Large	Qty: 1	10 Cuft	70 Lbs
	Misc	Qty: 1	10 Cuft	70 Lbs
	Box, medium	Qty: 1	3 Cuft	21 Lbs
Dining Room				
	Picture	Qty: 1	0.71 Cuft	5 Lbs
	Dining Chair	Qty: 6	30 Cuft	210 Lbs
	Dining table	Qty: 1	30 Cuft	210 Lbs
	Pedestal	Qty: 1	10 Cuft	70 Lbs
Bedroom				
	Box, Medium	Qty: 1	3 Cuft	21 Lbs
	Desk Chair	Qty: 1	5 Cuft	35 Lbs
	Ottoman	Qty: 1	5 Cuft	35 Lbs
Office				
	Desk, Computer	Qty: 4	88 Cuft	616 Lbs
	Picture	Qty: 4	2.84 Cuft	20 Lbs
	Desk Chair	Qty: 1	5 Cuft	35 Lbs
	Lamp, Floor	Qty: 1	3 Cuft	21 Lbs
	Box, medium	Qty: 5	15 Cuft	105 Lbs
	Bookshelf	Qty: 1	5 Cuft	35 Lbs

Case 1:23-cv-01097-PLM-RSK ECF No. 1-28, PageID.1596 Filed 10/13/23 Page 77 of 145

Printer	Qty: 1	4 Cuft	28 Lbs
Printer	Qty: 1	6 Cuft	60 Lbs
Lateral File	Qty: 1	20 Cuft	140 Lbs
Bedroom #2			
Bed, Queen	Qty: 1	65 Cuft	455 Lbs
Box, large	Qty: 1	5 Cuft	35 Lbs
Vacuum Cleaner	Qty: 1	5 Cuft	35 Lbs
Box, Medium	Qty: 1	3 Cuft	21 Lbs
Bathroom			
Box, Medium	Qty: 2	6 Cuft	42 Lbs
Bookshelf	Qty: 1	5 Cuft	35 Lbs
Master Bedroom			
Box, Wardrobe Lrg	Qty: 1	15 Cuft	105 Lbs
Box, Medium	Qty: 4	12 Cuft	84 Lbs
Chair, Occasional	Qty: 1	15 Cuft	105 Lbs
Bed, Queen	Qty: 1	65 Cuft	455 Lbs
Lamp, Floor	Qty: 1	3 Cuft	21 Lbs
Totes	Qty: 2	12 Cuft	84 Lbs
Clothes Hamper	Qty: 1	5 Cuft	35 Lbs
Family Room			
Bookcase	Qty: 1	20 Cuft	140 Lbs
Totes	Qty: 11	66 Cuft	462 Lbs
Table, small	Qty: 1	2 Cuft	14 Lbs
File Cabinet 4-5 Dr	Qty: 2	40 Cuft	280 Lbs
Box, medium	Qty: 1	3 Cuft	21 Lbs
Box, small	Qty: 3	6 Cuft	

--

Tommy Anderson, Broker/Realtor/Auctioneer
HND Realty
www.HNDREALTY.COM
(615) 969-5819

2019-09-26 MOTION TO SELL REMAINING CONTENTS OF MARITAL RESIDENCE Filed by Attorney Virginia Lee Story

COPY

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 SEP 26 PM 12:37

FILED FOR ENTRY

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

MOTION TO SELL REMAINING CONTENTS OF MARITAL RESIDENCE

COMES NOW the Plaintiff/Wife, Fawn [redacted] Fenton (hereinafter "Wife"), by and through her attorney of record, Virginia Lee Story, and files this Motion to Sell the Contents of Marital Residence and in support of her Motion, would state as follows:

1. This Court entered an Order on August 29, 2019, in which Husband was ordered to vacate the marital residence on or before September 3, 2019 at noon in order for the house to be prepared for auction. The Court entered an Order on August 6, 2019 to auction the property however Husband was dragging his feet in getting packed although he had over thirty (30) days and is not employed outside the home to move and pack his items.
2. As stated above, Husband had the between August 1-29 to pack and move all of the items that he wished to retain from the marital residence. However, because Husband continued to delay the process, this Court entered the August 29, 2019 Order setting Husband's move out date to September 3, 2019 and restricted what items he was able to remove from the home. Pursuant to that Order, Husband was to remove only his personal items (i.e. clothing, toiletries, jewelry and medication) and was to tag any remaining items that he wished to be awarded at the Final Hearing. However, instead of complying with the Court Order he again delayed and continued to write lengthy

1

emails about why he could not pack his items and addressing wild animals on the property and conditions of the home that were irrelevant to the process of his packing and vacating.

3. Despite having five (5) days following the August 29, 2019 hearing to get his personal items packed and tag any other items he wished to retain, Husband left the home in a state of disarray after having to be forcibly removed by the Sheriff's Department on September 3, 2019. Husband continued to send lengthy emails without addressing what was to be done with all the furnishings that he said that he wanted but did not tag as requested. Wife has had to work tirelessly at the property to get it in condition for the auction on September 28, 2019.
4. Thereafter, Husband sent numerous e-mails to counsel for Wife with extensive lists of items that he wished to retain from the marital residence that he did not tag as he was ordered to do per the August 29, 2019 Order. Furthermore, Husband had not paid the utilities at the home as he stated from the rent money he was receiving and on September 2, 2019, he notified Wife through counsel that he was in arrears utilities and that he had received a cut off notice. Wife later learned that Husband had called all three (3) utility companies (NES Electric, Piedmont Natural Gas and HVUD water) on or before September 22, 2019 and requested that each utility in his name be shut off. Husband did not make Wife's counsel aware that he had had these utilities shut off. In order to have the utilities turned back on, so that the house could be ready for auction, Wife had to set up new accounts in her own name. To date, Wife has paid $293.47 to NES to prevent the electric from being disconnected pending the closing on the home.
5. Counsel for Wife sent a letter to Husband on September 16, 2019 requesting funds to

help pack and move the property he tagged. Counsel requested that a storage facility be secured if Husband wanted his items stored. At this point, Wife has no choice but to move the items to the basement that Husband has tagged so that the house is presentable for auction. However, after the auction on September 28, 2019, Husband needs to either send funds for the movers to move his items to storage and pay the storage facility fee or the items need to be sold or discarded. In correspondence to Husband dated September 26, 2019, counsel for Wife provided a firm date of October 2, 2019 for Husband to produce the funds to pay for the packing, moving and storage of the items he wishes to retain. It is anticipated that Husband will have funds from the closing to pay for his items to be shipped to Michigan if he so chooses, but he needs to decide if he wants everything shipped or a portion thereof as soon as possible. In the interim, Wife has lost her job and she has no funds to advance to pay the movers and does not have the funds to secure a storage unit for Husband nor would she feel comfortable signing a rental agreement for a storage facility for Husband. Wife is amenable to managing the removal of the remaining items either by selling, donating, giving away or discarding anything remaining in the home. Wife would keep an inventory of any items sold and deposit any funds received into the Clerk's office if the Court directs her to do so.

6. Husband's actions have left Wife in a position to have to deal with packing, moving and storing items remaining in the marital residence so that it will show well at auction and bring in an optimal sales price. Husband should be required to pay all of Wife's attorney's fees for having to file this Motion and deal with the aftermath of his failing to follow the Court Order.

7. Wife obtained a quote from Fox Moving and Storage of Nashville (attached hereto as **Exhibit 1**) for packing, storing and moving all of the items that Husband wishes to retain. The cost of moving these items to Michigan, where Husband is currently residing, would be in excess of $6,000.00 which is not financially feasible for the parties at this time. Further, the cost to pack, move and store the items in a storage facility in Nashville would be over $3,000.00, with a monthly storage fee of $495.00. The entire remaining contents of the home are not even valued at more than $3,000.00.
8. Wife requests that she be allowed to sell, donate, give away or discard any remaining items not tagged in the marital residence. Any proceeds from the sale of said items will be placed in escrow with the Clerk & Masters Office for distribution at the Final Hearing of this matter which is currently scheduled for October 21, 2019.

WHEREFORE, premises considered, Wife respectfully requests that this Court grant her Motion and that she be awarded her attorney fees for having to bring this Motion.

Respectfully submitted,

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

THIS MOTION IS SET TO BE HEARD ON OCTOBER 10, 2019 AT 9:00 A.M. ON THE CHANCERY COURT MOTION DOCKET HEARD AT THE WILLIAMSON COUNTY COURTHOUSE. IF NO WRITTEN RESPONSE TO THIS MOTION IS FILED AND SERVED IN THE TIME SET BY THE LOCAL RULES OF PRACTICE, THE MOTION MAY BE GRANTED WITHOUT A HEARING.
TESTIMONY EXPECTED

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via first-class mail and email to:

Mr. Jeffrey Fenton
17195 Silver Parkway, #150
Fenton, MI 48430
Jeff@meticulous.tech

on this the 26th day of September 2019.

VIRGINIA LEE STORY

From: Amanda Smith <info@foxmoving.com>
Sent: Monday, September 23, 2019 5:56 PM
To: [redacted]
Subject: Your Moving Estimate!

Fox Moving and Storage
5030 Harding Place
Nashville, TN 37211
DOT: 1670280, MC: 613943
www.foxmoving.net
Ph: 615-770-3000
Fax: 615-835-3865
Amanda Smith
9/23/2019
Reference #: **1475587**

Fox Moving and Storage - Your Moving Estimate!

Dear **Fawn Fenton:**

My name is **Amanda Smith** and I have been assigned as your Certified Moving Consultant. My email is **amanda@foxmoving.com** and my phone number is **615-770-3000.**

Please see below for your moving estimate:

Quote
Based on the information you provided, cost is as follows:
Custom Charges:
* 1/2 Roll of Shrink ..... 1 x $60.00 ea = $60.00
* Small box / Packed ..... 3 x $10.00 ea = $30.00
* Medium box / Packed ..... 25 x $11.00 ea = $275.00
* Large box / Packed ..... 1 x $12.00 ea = $12.00
* Dishpack / Packed ..... 2 x $24.00 ea = $48.00
* Large Picture / Packed ..... 5 x $30.00 ea = $150.00
* LG Flat screen ..... 1 x $40.00 ea = $40.00
* Wardrobe / Packed ..... 1 x $24.00 ea = $24.00
Miscellaneous Items:
* Relocation service 1 truck 3 men to Fox Storage ..... = $2,256.00
* Optional full value protection $1074 (not included in pric e) ..... =

Total Price: $2,895.00
TOTAL ESTIMATE: $2,895.00

EXHIBIT

Origin	1986 Sunnyside Drive, Brentwood, TENNESSEE 37027 **1255.94Cf - 8797Lbs**
Destination	5030 Harding Place, Nashville, TENNESSEE 37211

Reference #	**Customer:**	**Move Date:**
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Trash Can	Qty: 1	7 Cuft	49 Lbs
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Kitchen			
Microwave	Qty: 1	4 Cuft	28 Lbs
Box, Medium	Qty: 3	9 Cuft	63 Lbs
Box, Dish-Pack	Qty: 1	6 Cuft	42 Lbs
Living Room			
Glass top table	Qty: 1	5 Cuft	35 Lbs
Picture	Qty: 1	0.71 Cuft	5 Lbs
Cabinet	Qty: 1	20 Cuft	140 Lbs
Tv	Qty: 1	20 Cuft	140 Lbs
Box, Dish-Pack	Qty: 1	6 Cuft	42 Lbs
Table, end	Qty: 1	5 Cuft	35 Lbs
Sofa	Qty: 2	80 Cuft	560 Lbs
Sofa Section	Qty: 1	20 Cuft	140 Lbs
Rug or Pad, Large	Qty: 1	10 Cuft	70 Lbs
Misc	Qty: 1	10 Cuft	70 Lbs
Box, medium	Qty: 1	3 Cuft	21 Lbs
Dining Room			
Picture	Qty: 1	0.71 Cuft	5 Lbs
Dining Chair	Qty: 6	30 Cuft	210 Lbs
Dining table	Qty: 1	30 Cuft	210 Lbs
Pedestal	Qty: 1	10 Cuft	70 Lbs
Bedroom			
Box, Medium	Qty: 1	3 Cuft	21 Lbs
Desk Chair	Qty: 1	5 Cuft	35 Lbs
Ottoman	Qty: 1	5 Cuft	35 Lbs
Office			
Desk, Computer	Qty: 4	88 Cuft	616 Lbs
Picture	Qty: 4	2.84 Cuft	20 Lbs
Desk Chair	Qty: 1	5 Cuft	35 Lbs
Lamp, Floor	Qty: 1	3 Cuft	21 Lbs
Box, medium	Qty: 5	15 Cuft	105 Lbs
Bookshelf	Qty: 1	5 Cuft	35 Lbs

Printer	Qty: 1	4 Cuft	28 Lbs
Printer	Qty: 1	6 Cuft	60 Lbs
Lateral File	Qty: 1	20 Cuft	140 Lbs
Bedroom #2			
Bed, Queen	Qty: 1	65 Cuft	455 Lbs
Box, large	Qty: 1	5 Cuft	35 Lbs
Vacuum Cleaner	Qty: 1	5 Cuft	35 Lbs
Box, Medium	Qty: 1	3 Cuft	21 Lbs
Bathroom			
Box, Medium	Qty: 2	6 Cuft	42 Lbs
Bookshelf	Qty: 1	5 Cuft	35 Lbs
Master Bedroom			
Box, Wardrobe Lrg	Qty: 1	15 Cuft	105 Lbs
Box, Medium	Qty: 4	12 Cuft	84 Lbs
Chair, Occasional	Qty: 1	15 Cuft	105 Lbs
Bed, Queen	Qty: 1	65 Cuft	455 Lbs
Lamp, Floor	Qty: 1	3 Cuft	21 Lbs
Totes	Qty: 2	12 Cuft	84 Lbs
Clothes Hamper	Qty: 1	5 Cuft	35 Lbs
Family Room			
Bookcase	Qty: 1	20 Cuft	140 Lbs
Totes	Qty: 11	66 Cuft	462 Lbs
Table, small	Qty: 1	2 Cuft	14 Lbs
File Cabinet 4-5 Dr	Qty: 2	40 Cuft	280 Lbs
Box, medium	Qty: 1	3 Cuft	21 Lbs
Box, small	Qty: 3	6 Cuft	

--

Tommy Anderson, Broker/Realtor/Auctioneer
HND Realty
www.HNDREALTY.COM
(615) 969-5819

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE AT FRANKLIN

FAWN TIFFANY FENTON, Plaintiff/Wife,	)	
v.	)	**No. 48419B**
JEFFREY RYAN FENTON, Defendant/Husband.	)	

NOTICE OF ELECTRONICALLY TRANSMITTED DOCUMENT PURSUANT TO T.R.C.P RULE 5.02

Pursuant to Rule 5.02(2)(a) of the Tennessee Rules of Civil Procedure, Plaintiff, Fawn [redacted] Fenton, by and through her attorney of record, Virginia Lee Story, hereby serves this Notice of Electronically Transmitted Documents upon Defendant, Jeffrey Ryan Fenton as follows:

Document(s) Transmitted:	**MOTION TO SELL REMAINING CONTENTS OF MARITAL RESIDENCE**
Number of pages:	8
Sender's Name and Email Address:	Kathryn L. Yarbrough kyarbrough@tnlaw.org on behalf of Virginia Lee Story
Name/ E-mail Address of Recipient(s):	Jeffrey Ryan Fenton Jeff@meticulous.tech

If you did not receive the above listed document(s), please notify the sender immediately to receive an electronic or physical copy of this document.

1

2019-09-26 Email to Ms. Story Pleading to Allow me to Come Pickup MY PERSONAL PROPERTY Rather than her Discarding It

From: Jeff Fenton
Sent: Thursday, September 26, 2019 9:18 PM
To: Virginia Story <virginia@tnlaw.org>; elaine.beeler@tncourts.gov
Cc: Heidi Macy <Heidi@tnlaw.org>; Kathryn Yarbrough <kyarbrough@tnlaw.org>
Subject: RE: Fenton v. Fenton
Importance: High

Ms. Story,

Of course, I have many corrections to make to your letter and your subsequent motion which you sent me, but I will wait to address those in my response and counterclaim to the court.

Has the date of this auction been changed to sometime in October now, rather than this Friday? I am confused, can you please clarify?

Also, are you willing to hold this trial over the phone, with me remaining in Michigan, as you promised previously in court, for our October 21st hearing? That way I won't be forced to drive over the Cincinnati bridge again, as you know how much that terrifies me.

The only exception which I hope to make, will be to pack, pickup, and move my personal property back to Michigan, as I am legally entitled, and have been previously promised. Although the property is worth much more to me than your estimates, although I need much of it in order to be able to earn a living, as I believe that a remote job over the computer while taking tech classes online to improve my vocational certifications, will be my most realistic and advantageous means of supporting myself in this season, which is

exactly what most of my office and phone equipment was previously used for, which would be helpful to already have here, to help pay for my meds, counseling, and food, all which my mother can no longer cash-flow monthly while paying. (She informed me that her father had left her some bonds, which matured every month or two, supplementing her income for some time. Regretfully, the bonds are all gone now, so she is now stuck with a balance on her credit card (she doesn't believe in accruing debt except for a house or vehicle purchase, hence she only has one card), which now (due to my expenses) is accruing interest for the first time in years.

I applied for a job at an orchard today, paying $10 per hour for seasonal help, but they said they believe the position has already been filled. Unless you have a college degree or work in a skilled trade around here, most of the work is low paying retail positions, which simply can't support me. I still keep applying for them, having no other alternatives currently.

The best opportunities which I've seen so far, using the skills and equipment which I already own, is working "remotely" (simultaneously online and over the phone), which I have previously been successful with. That is what much of my equipment in my office was from, as well as the wiring, connectors, electronic components, and tools (which are mainly located in the garage and crawl space, inside the storage bins). So I really need all that equipment back, as well as my bedroom furniture, and most of the rest of my personal property. I guess that I could let go of the pool table, the ping pong table, Ms. Fenton's old bed, the blue couch in the bonus room, as well as the weight set. Of course I must lose my $5k Fort Knox gun vault, since it weighs 1,200 lbs, and I simply can't afford to move it.

As for the rest, regardless of what they are "worth" at garage sale or auction prices, they are worth a lot more to me and are absolutely vital to me being able to support myself and to ever even hope of living independently again. (Unless Mrs. Fenton would prefer to buy me all new stuff, with her proceeds from the sale, because it's not worth either of your time or trouble to simply allow me to come get my stuff.) I wish that I had been allowed to take all my personal property with me when I vacated the property. All my friends and family are astounded that you and the court insisted that I not even take my own personal property, which admittedly by Mrs. Fenton are clearly mine and not "marital property", any more than her stuff inside her apartment and her storage space. Much of my stuff at the house, I owned before meeting Mrs. Fenton, and some (like my brand new bed), my mother purchased for me only a few months ago, at a cost of around $1,500. As for a substantial amount of my "other" stuff, it is needed for different occupations which I've had through the years, without which I can't even attempt to earn a living here. I thought that Tennessee laws prohibited the courts or anyone from taking away the tools of a person's trade, as well as the $10k worth of personal property exemptions, which I've already sent you a court stamped list of. I really don't even understand how this can legally even be the matter of a motion. I'm going to return to Nashville at least one more time either way, so why would I not be allowed a week to pack up my stuff and move it myself, without any of the crazy costs which you quoted for hiring professionals to pack, store, and move everything?

Just as a logical rule of survival, when I have no income, and I have no job, I don't/can't pay others to perform work, which I am completely capable of doing myself.

Sure, I might dread crossing over the Cincinnati bridge, but I would only need to do that once (while driving), as I could take public transportation down there, then rent a one way U-Haul to drive home, which is exactly what I have been planning, since being forced to vacate prior to moving, so you could facilitate the auction. It is only a one-day drive, only five minutes of which terrifies me. Even if I have $50k in proceeds which are mine, as a result of auctioning my home (which I doubt that I'll realistically receive a third of), I would never pay someone $5k for work which I could perform in a week or two! That is more money than I can make in TWO or THREE MONTHS of hard labor! Sure, when you make the "big bucks" like you and Mrs. Fenton, you can hire companies to do the more difficult and less enjoyable tasks in life (if you choose), but at my pay grade, I can't afford to hire anyone to do anything, which I can physically do myself. Heck, even Mrs. Fenton moved most of her personal property herself, renting a U-Haul van once or twice, while taking a bunch of trips in her car, as I helped her pack and load most of it. She only hired two-guys on one occasion, for a couple of hours, paying less than $200 I believe.

The prices which you are quoting are simply beyond the means and lifestyle which we have shared together. We even did most of our own "work" when we moved to Sunnyside from my Duplex. Outsourcing a move all the way back to Michigan, is simply out of the question.

So what I desperately need to know, is how soon can I travel back and have one week alone on my property, inside my home, to pack and move my stuff, without ever costing you, Mrs. Fenton, or my share of the sales proceeds, anything?

I need every possible penny of my sales proceeds to first pay back my mother the $20k which she has loaned me to merely survive the past year and a half, with only partial

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financial support from Mrs. Fenton, as I tried to research and defend myself (after she reneged upon hiring legal for me, as she had promised), while I also tried endlessly to negotiate a settlement with her, which seemed to change the course of my life daily, while I prepared and tried to get roommates to alleviate our expenses, to reduce our debts, which Mrs. Fenton agreed to originally but then without warning, had me served legal papers which prevented. As I also sought a lot more counseling, adjusting my meds, and mental health care for my handicaps, which were seriously exacerbated (beyond words) by Mrs. Fenton's secretly planned and executed divorce, which caught me completely by surprise, devastating nearly everything which I have worked for in my life to date. (Except for that little bit of my Personal Property which for some reason you are holding hostage.) It is worth nothing to you, it is worth everything (that I have left) to me. Yet so far I have been forced to leave it there. Other than to harm me, I can't think of any reason for such a request by you or such an order (though the Chancellor had received some misinformation, and I believe that he misunderstood what I had really done). Either way, I was assured in court, that I could return to get my personal property, after the auction, while waiting the 30 days for the closing.

The sooner that I'm allowed to come right after the auction, to pack and move my stuff, the more likely not to interfere with a quick closing, should the buyer be financially able.

So please advise me when the auction is currently scheduled for, and what needs to be done so that I am permitted to come pack and move my stuff, as I have been promised and am legally entitled, without suffering further financial harm.

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854 Even if I'm fortunate enough to receive the $20k from the sale proceeds, to repay
855 my mother, that doesn't repay me one cent of my nearly $50k of personal monies, which
856 I invested both into the down payment, during the purchase of Sunnyside, nor the nearly
857 $100k of improvements, we put into the home within the first year. Most of those funds
858 came from my pre-marital retirement funds, and my pre-marital equity in my duplex,
859 along with my real estate commissions, and later more money taken out of my duplex
860 again. Without receiving as much of that money back as possible (beyond the $20k which
861 I owe my mom for consumables, since Mrs. Fenton abandoned me), I will have absolutely
862 NOTHING saved towards a health emergency or any sort of retirement, I won't have a
863 penny to one day put towards a down payment upon another (much more modest) home,
864 I won't have anything to help fund my vocational rehabilitation, or even any practical
865 means of paying for mental health care or health insurance, probably for years yet to
866 come.

867 This relatively small amount of money may be trivial to you and Mrs. Fenton, but
868 unless I receive some significant vocational rehabilitation and transitional alimony
869 payments from her, for years to come, then this money is absolutely CRITICAL to my very
870 survival! I CAN'T afford to waste a single penny of it, on work which I can and am
871 physically able to do myself.

872 So please, inform me as to when the auction is scheduled, as I will need as much
873 time to plan my trip as possible, as well as what needs to be done to allow my access inside
874 my home, for at least a solid week, between the time of the auction and the closing within
875 thirty days. I can't afford to take a moment of this time for granted, and from what you
876 state regarding Mrs. Fenton's finances, she can't afford to waste a bit of this opportunity

either, for me to come there, pack, and MOVE without fees for third party services, which neither of us can afford, or would ever be reasonable, provided that I am ready and able to come perform the work today.

Not one moment should be taken for granted, in case the purchaser becomes capable of closing quicker. Any additional loss forced by another party, in addition to the absolutely unfathomable and unrecoverable loss, which I am already suffering, with the loss of my home, along with everything (both pre-marital and marital) which I have invested into it, I certainly hope that the court would force the obstructive party to pay for and/or reimburse.

Thanks to the completely unilateral choices and decisions of Mrs. Fenton, these funds are literally the life-blood of a homeless man now!

Please inform me how and when I can come get MY STUFF.

Sincerely,
Jeffrey Ryan Fenton
Docket: #48419B

From: Kathryn Yarbrough <kyarbrough@tnlaw.org>
Sent: Thursday, September 26, 2019 2:11 PM
To: Jeff Fenton Jeff@Meticulous.tech
Cc: Virginia Story <virginia@tnlaw.org>; Heidi Macy <Heidi@tnlaw.org>
Subject: Fenton v. Fenton

Mr. Fenton,

Attached please find correspondence which is also being sent to you via US Mail.

899 Kathryn L. Yarbrough

900 Story, Abernathy, & Campbell, PLLP

901 136 Fourth Avenue South

902 Franklin, TN 37064

903 615-790-1778

904 kyarbrough@tnlaw.org

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2019-10-08 HAVING BEEN RENDERED LITERALLY HOMELESS BY THE COURT, UNDER FORCED EVICTION BY WCSO AT MS. STORY'S REQUEST AND JUDGE BINKLEY'S HARSH AND UNEXPLAINED ORDER, CLAIMING THAT I'M REPRESENTING THAT I KNOW THE ENTIRE LAW, SINCE FINANCIALLY FORCED TO REPRESENT MYSELF "PRO SE". HE SAID HE WASN'T WASTING 4-HOURS TO TRY TO BE NICE TO ME AND EXPLAIN THE REASON FOR HIS ORDER (TRIAL WAS ONLY 30-MINUTES, OF WHICH I ONLY SPOKE 7.1 MIN!)

905

2019-12-05 Ms. Fenton Filed Bankruptcy on Ms. Story for $11,514.50! WHOSE INTERESTS ARE MS. STORY REALLY REPRESENTING?

Although Ms. Fenton and Ms. Story KNOW without question the CRIMES which they have both committed against me, while also KNOWING without doubt that I have and can produce IRREFUTABLE EVIDENCE (if fully "equally" considered, whether in this Court, Federal Court, or in the 6th Circuit Federal Court of Appeals), despite the massive disparity between us. Ms. Story is banking on her likely success at disproving the validity of the LAW and the equal protections therein, knowing sadly that which is far more powerful than the LAW, is those whom we TRUST to "serve under" and "administer" the LAW for the benefit of ALL PEOPLE in the State of Tennessee!

There can be no "rule" or "procedure" or "timeline" which is of greater VALUE to the INTEGRITY of the State of Tennessee's JUDICIAL SYSTEM, than to INQUISITIVELY ALLOW and even ASSIST in the UNCOVERING of the TRUTH! Despite the POWER of those who wish to silence and hide the TRUTH, for their ill-gotten gains. Otherwise, the "Judicial System" ceases to contain relevance, value, and PROTECTION for the vast majority of PEOPLE residing in the State of Tennessee!

Ms. Fenton filed for bankruptcy on a debt of $11,514.50 owed to Attorney Virginia Lee Story on 12/05/2019. I do NOT believe that Ms. Story is still acting ON BEHALF and at the continued REQUESTS of Ms. Fenton! I believe that Attorney Virginia Lee Story is acting ON HER OWN BEHALF, without regard or care for the costs, financial or otherwise. Whether to herself or to Ms. Fenton, purely to demonstrate her POWER and PUNISH ME for daring to EXPOSE the litigious abuse which I believe to have suffered as a result of Ms. Story's LESS THAN "honest, fair, and

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integritous" actions throughout this case. I believe for no other purpose than to financially and litigiously DOMINATE and further ABUSE me. Each day causing me exponentially greater harm, HOLDING MY FREEDOM HOSTAGE, for SPORT! Refusing to RELEASE ME to move forward in my life!

4.9 **Virginia Lee Story**
Nonpriority Creditor's Name
Attn: Officer Manager or Agent
136 Fourth Ave. South
Franklin, TN 37064
Number Street City State Zip Code
Who incurred the debt? Check one.

- ■ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ **Check if this claim is for a community debt**

Is the claim subject to offset?

- ■ No
- ☐ Yes

Last 4 digits of account number **$11,514.50**

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ■ Other. Specify **Attorney Fees - Divorce Proceeding**

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Case 3:19-bk-02693 Doc 75 Filed 12/05/19 Entered 12/05/19 11:41:48 Desc Main Document Page 22 of 52

I BEG THE COURT TO PLEASE require Ms. Story to obtain and produce an UPDATED SIGNED REPRESENTATION CONTRACT with Ms. Fenton, proving that her actions continue to represent the REQUESTS of MS. FENTON, and Ms. Fenton's BEST INTERESTS, rather than Ms. Story's. Furthermore, I PRAY that the Court PLEASE require MS. STORY to PRODUCE a signed LETTER from Ms. Fenton, proving that it is BY **HER** EXPRESS REQUEST that the Court has EXTENDED the "Order of Protection" against me, for another **5-YEARS**.

This action is OUT OF CHARACTER and simply illogical for Ms. Fenton, as there is ZERO benefit to her, while it absolutely GUARANTEES that I CAN NOT MOVE FORWARD UNTIL CURED! Despite the tremendous losses suffered by us BOTH as a result of this divorce, **I do NOT believe that Ms. Fenton would be a PARTY to**

such furtherance of totally nonproductive and worthless harm, while increasing the risks of her own exposure. The ONLY thing that the "Order of Protection" is factually based upon are a handful of distressed text messages after discovering the catastrophic loss of everything in my life, while yet never once uttering the slightest threat to her person, the sanctity of her home, or jeopardizing her safety! While I have repeatedly offered to substitute a mutual lifetime "hold harmless" agreement to protect every REAL interest and potential concern in her LIFE, for the rest of her LIFE!

To leave Ms. Fenton EXPOSED to the REAL legal consequences of her actions against me, through the bankruptcy, the forced sale of our home, complete deprivation of all support, while being our family's voluntary primary breadwinner for over a decade, and our family's ONLY breadwinner (by HER choice) for the final couple of years of our marriage, all without NOTICE, is legally AGAINST HER BEST INTERESTS! There is NO WAY that can possibly benefit her! While leaving me no course for cure other than to expose her honestly ill sought actions, needing to reveal the true motives behind them. Placing her in a position of possibly becoming legally and even criminally held accountable for what she HAS done, simply so that I can obtain the restoration of MY FREEDOM to move forward!

I have no DESIRE to do that! I have NO AGENDA for seeking restitution or damages from Ms. Fenton unless I am FORCED to satisfy the $75,000 minimum to escalate this case to Federal Court. (Working my way over to the United States Court of Appeals for the Sixth Circuit, to hopefully find an "impartial tribunal" who will END this madness!) Though that would probably TAKE TWO MORE YEARS of MY LIFE! All because I am DUE (if nothing else) to have my NAME, my REPUTATION, and MY

RIGHTS AS A UNITED STATES CITIZEN RESTORED, whether Tennessee refuses to recognize and correct that or not!

While the justification for escalating this case to a Federal Court includes the violation of my 14th Amendment Rights to Equal and Due Process, prior to the deprivation of both my "property interest" in my only INCOME stream, that being my rental income, which I don't believe could be legally terminated without meaningful provision to replace it, without displacing ME.

Likewise, the violation of my Constitutional 14th Amendment Rights as a United States Citizen to Equal and Due Process, PRIOR to the deprivation of my "property interest" in my HOME, and the totality of my life's savings, without NOTICE adequate to provide me with an opportunity to SAVE my property interest, or to at the very least allow me to mitigate my losses in that property. All which I believe were intentionally deprived!

At the same time, I have suffered an obscene amount of strategically targeted damages, intentionally exploiting my KNOWN and fully disclosed disabilities, purely for financial and legal leverage to cheat me out of an "equitable" divorce.

This is a severe violation of the Americans with Disabilities Act of 1990, along with Tennessee's corresponding laws. Bringing with it not only Federal oversight, but steep penalties to anyone found responsible for harm.

As Ms. Fenton, her bankruptcy attorney Ms. Ausbrooks, and Ms. Story have strategically withheld any information during the bankruptcy filing about both MY INVESTMENT IN AND EQUAL OWNERSHIP OF OUR JOINTLY DEEDED HOME, AS WELL AS INTENTIONALLY "MISSING" EVERY DISCLOSURE REQUIRED ON HER

BANKRUPTCY FORMS FOR ANY SUPPORT OBLIGATIONS WHICH MS. FENTON HAD, AND CONTINUED TO PAY AFTER THE DATE OF HER BANKRUPTCY FILING!

DENYING me ANY path and means to live through this divorce while remaining in Middle Tennessee, where I had lived the past 25-years of my life without incident. Instead, being forced into the streets penniless, from a beautiful half-million-dollar Brentwood home, where my life savings and the past decade of my work were painstakingly invested, without so much as a warning, notice, or acknowledgment about Ms. Fenton's pending financial failure, despite the fact that we were still communicating on GOOD TERMS the time when Ms. Fenton secretly FILED BANKRUPTCY. (While the last I knew, Ms. Fenton also wanted to REMAIN FRIENDS with me after our divorce, having attended Counseling with me just a few months prior, for EXACTLY that purpose!)

Bringing us to another legal justification for escalating this case to Federal Court, the multiple levels and acts of Bankruptcy Fraud committed by Ms. Fenton (and I believe her Counsel), which I can exhaustively PROVE! (I don't WANT to do that, but if I am FORCED merely to SURVIVE and FREE myself from Ms. Story & Chancellor Binkley's NOOSE, then I have no choice.) Upon which Ms. Fenton could face a damaging amount of legal exposure and financial expense, without adding one iota of benefit to her life by choosing that unnecessary path. **Forcing me to continue fighting to simply GET FREE, so that I can MOVE FORWARD with MY LIFE again!** (While I am still penniless, without provision or vocational training, and needing to start life over from ground zero. SO, POSTPONING a CURE and RECOVERY is absolutely NOT MY GOAL, nor in my best interests!)

The ONLY party whom I believe to have MOTIVE is Attorney Virginia Lee Story! As "outlandish" or possibly "disrespectful" as that may sound, from my experiences with Ms. Story to date (as is clearly EVIDENT in our communications HERE to follow), as well as in the conversations I have had with others in the Nashville legal community, I'd be willing to wager that an anonymous poll would prove 40% or higher believing that my conclusions are "REALISTICALLY PLAUSIBLE". **Hence I BEG the Court for verification of Ms. Fenton's express continued participation before costing us both greater LOSS** with absolutely nothing FINANCIAL for either one of us to gain, unless the "bad actors" are held accountable for paying restitution and punitive damages to BOTH of us.

2020-05-05 Email to Ms. Story Offering to Forfeit MY Appeal for FREE BY PURELY RESTORING MY NAME, MY REPUTATION, and MY CONSTITUTIONAL RIGHTS AS A UNITED STATES CITIZEN

From: Jeff Fenton <jeff.fenton@live.com>
Sent: Tuesday, May 5, 2020 1:09 PM
To: Virginia Story <virginia@tnlaw.org>; Heidi Macy <Heidi@tnlaw.org>; Kathryn Yarbrough kyarbrough@tnlaw.org
Cc: Deborah.Rubenstein@tncourts.gov; john.coke@tncourts.gov

Subject: Affidavit | FINAL OFFER TO CANCEL APPEAL: PRIOR to Writing my BRIEF, I'm willing to forfeit my $250k, but my name must be CLEARED for ANY AGREEMENT to drop my Appeal

Hello Ms. Story,

After receiving the Technical Record from the Chancery Court to the COA, I discovered that on 10/21/2019 you filed the attached **affidavit (which I never**

received notice of), including something which I wrote, during the most emotionally devastating time of my life, after suffering an unfathomable loss, of almost everything which I held dear to my heart.

The one part which you failed to point out, or which the court failed to take into consideration, besides my emotional frailty at the time of writing, was the **very clearly stated STIPULATION** that my offer was only valid "IF SHE WILL DROP ALL CHARGES" and if we filed for a CHEAP UNCONTESTED NO FAULT DIVORCE, just between Ms. Fenton and myself, using the State's free forms online. As with MANY offers which I've made to resolve matters with Ms. Fenton, she REFUSED TO ACCEPT MY OFFER, hence I absolutely needed to DEFEND MYSELF against the false charges presented in our CONTESTED DIVORCE action, which she hired you to litigate.

"ALL CHARGES" of course refers to the Order of Protection which was illegally obtained against me (I believe and intend to prove), based upon extremely exaggerated and out-right FRAUDULENT accusations made against my person, my character, while massively misrepresenting my actions.

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

A contract is a "meeting of the minds", an agreement between two consenting parties, who have acknowledged acceptance to each other, thus forming an "agreement", also referred to as a "contract". As much as I have repeatedly OFFERRED Ms. Fenton the OPPORTUNITY to carelessly DISCARD me, and walk-away from our divorce, without care or cost for replacing my home, my pre-marital retirement savings, or the approximately $125k in alimony which we were professionally advised that I am due, nor her proportionate payment of the nearly $90k of REAL MARITAL DEBTS which she left in my name. Ms. Fenton has REFUSED to ACCEPT any and every OFFER which I have made to MITIGATE our damages and END THIS!

One person can only make "OFFERS" (propositions), they cannot legally form a "contract", without a second party who COMMITS IN "AGREEMENT" to the original party's "OFFER(S)".

So sadly, we have NO AGREEMENTS or CONTRACTS between us, except for a "Verbal Settlement Agreement" which Ms. Fenton chose to default upon, while hiring you instead, to TAKE everything from me. We also still have our "Marital Contract", which is currently upon appeal, along with the house liquidation, the OP, the restoration of my name, and FAIR compensation for my LOSSES as a direct result of Ms. Fenton's UNILATERAL actions throughout our divorce.

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

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

I want for Ms. Fenton to be able to GO ON WITH HER LIFE UNTETHERED, while I would like to do the SAME THING! As I said, I'm willing to FORFEIT MONEY to give Ms. Fenton the opportunity to BE FREE, to START OVER without the toxic CONSEQUENCES for her harmful actions, and I'm willing to do that at a loss of approximately **$250k**, which I'll NEVER be able to come close to replacing! ($125k alimony, $75k home equity, $50k-$75k in proportionate marital debt repayment, for REAL marital debts dumped in my name, now with outstanding collection judgments against ME.)

TENNESSEE COURT OF APPEALS, MIDDLE DIVISION (NASHVILLE)

2020-10-16 EMERGENCY MOTION EMAIL TO APPELLATE COURT CLERK TO SHARE DIRECTLY WITH COURT JUSTICES

Jeff Fenton

From: Jeff Fenton <jeff.fenton@live.com>
Sent: Friday, October 16, 2020 3:20 PM
To: appellatecourtclerk
Cc: Lisa Marsh
Subject: M2019-02059-COA-R3-CV | FAWN [redacted] FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio
Attachments: Richard Rochester Psychiatrist son-in-law of late Judge Thomas Wiseman and wife Emily Matlack Wiseman (of Oak Hill).pdf; Terry Huff Psychotherapist - Parents Glenn and Honor Huff (Founders of Agape & Huff Groccery) - Uncle Mutt Huff (WILCO Sheriff for 12 Years) WILCO 1800s.pdf; Strong Man Principle.pdf; TECHNICAL RECORDS Glossary.xlsx; 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances.pdf; 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio.pdf; 24,220 PIECES OF DIVORCE EVIDENCE (36 GB).pdf; 2020-07-08 ADA Request for Modification due to Mental Health (Under Tennessee Judicial Branch Policy 2_07).pdf; 2020-10-15 AFFIDAVIT OF MARSHA ANN FENTON (Mother).pdf; 2020-10-15 FATHER Dan Fenton - Letter Verifing that I could NOT Live with Him (Despite Story's Claims).pdf; Jeffs Mothers Home in Michigan (125k - 780 SqFt).pdf; Fawns Mothers Home in California (FOUR Million Dollars).pdf; M2019-02059 Transcript of Evidence-2 (original).pdf; M2019-02059 Transcript of Evidence-2a (with audio times).pdf
Importance: High

Hello Justices,

Please find attached my "2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio", which covers the authenticity of the transcripts for the 8/31/2019 hearing, both the audio Version and the Transcribed with TIME MARKERS every paragraph to sync with the audio. Also find attached the "2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances". These both cover a broad spectrum, which I believe completely, irrefutably, disprove ALL THREE ACTIONS by the Trial Court.

Money is no longer my goal... I'm simply unable to seek financial restitution without legal Counsel. Likewise, with as hard as I have worked, and I have worked probably 16 hours per day on this for LITERALLY MONTHS, I'm just not capable of narrowing down

- DOCUMENTED DIVORCE EVIDENCE,
- 36.6 GB of Data
- 24,020 FILES
- 2,001 FOLDERS

I could create a storyboard website or blog, write a book or a miniseries, but there is no way I can fit this much evidence that EVERY ACTION TAKEN AGAINST ME HAS BEEN FRAUDULENT, IN BAD FAITH in a legal document like a BRIEF, without at least a few more months to work EVERYDAY on it, or if you were to provide me with competent Counsel. I thought that I could do it, and I believe that

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you will find that I have done a LOT of work, but the entire Narrative of Ms. Story is FALSE. As you will also find if ANYONE ever reads my "ONE AND DONE" filed on 8/29/2019: TRv1-3, Pages 119-380.

I'm attacheding a copy of my "TECHNICAL RECORDS Glossary.xlsx" Spreadsheet Also, if anyone there can help me and might find that useful.

The reason I need such an excesive amount of stuff attached to my record, is because Ms. Story totally exploited my disabilities, with basically a "decoy" divorce, because it was far cheaper and more effective than telling the TRUTH about anything!

As such, I am missing a LOT of significant PROOF that Ms. Story and Judge Binkley didn't treat me ethically or legally.

I understand how powerful they both are, which is why I KNOW that I have no hopes of receiving any financial restitution from them, without Counsel and another five years of my life to devote to this.

I just want all the LIES removed, no record as an ABUSER, as a STALKER, a simple non-contested divorce with no alimony due either party, ever! With any of the bogus legal fees for Ms. Story or Ms. Fenton charged back to Ms. Fenton. While I'm not even seekig restitution for my legal fees, if you could please just order Williamson County Court to pay the fees for this appeal, both their fees and yours. I believe there is more than adequate fault they have significant exposure here.

I also need the Order of Protection both terminated and expunged from existence, so that it won't keep hurtiing my already terrible vocational opportunites please.

If you all can accomplish that, without the need for me to write a Brief, or their reply brief, or anything else, then I will be satisifed with that, and move on with my life!

I know that legally I'm due probably a mid-six figure judgment, but I also know that I'll never get it! So at age 51, I just want to have my NAME, my REPUTATION, and my CONSTITUTIONAL RIGHTS restored as though none of this craziness took place!

If that is not possible, then please provide me with legal counsel, because surely anyone who listens to the audio recording of the hearing on 8/29/2019 WHILE FACT CHECKING EVERYTHING STORY/BINKLEY say with the previous judgment and both sets of transcripts, NOTHING lines up! They just relentlessly BULLIED me darn near to death!

If you can't either provide the simple cure requested above, or provide me with legal counsel to draft my brief, along with the time for them to do so, knowing there is a LOT of Discovery in this case, which without seeing it is really overwhelming and surpasses most peoples ability to BELIEVE. That is why the AUDIO TRANSCRIPTS, along with the documented PROOF I'm sending you here and in several subsequent emails (due to file size), asking that you please supplement my record with each. Whle

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PLEASE recording the 8/29/2019 TRANSCRIPTS OF EVIDENCE as TRANSCRIPTS OF EVIDENCE instead of leaving it burried in my Technical Record as Williamson County did it. I spent $500 and I couldn't tell you all the work I went through to try to do that correctly 15 differerent ways, buty Williamson County REFUSED to file that as a Transcript of Evidence. Now that I'm supplying you with the AUDIO RECORDING (which Judge Binkley gave me permission to record) as well as the written transcripts, with time markers written throughout the transcripts the top left of each paragraph, it is SO EASY TO VERIFY, it is much more reliable than a single media format! While the AUDIO format is essential to know the TONE, FORCE, and ways which we all communicated, to be able to separate out what was clearly abusive.

As stated, I'm about to send you probably close to a dozen emails of files, asking that you PLEASE add them to my record so that it contains an element of TRUTH!

If you want to SEAL all the records when this is over, to protect us ALL from embarrasement, I am fine with that. I just don't want the Court hiding their faults, burried in the technical records instead of as a transcript of evidence, while exposing all of our dirty laundry.

Also, if none of these solutions will work for you, then please transfer this appeal to the Eastern Tennessee Court of Appeals. I'm hoping they will have less conflicts of interests relationally, but I really don't know. I just read that they are quite vigelant at prosecuting bad Judicial actors. Plus I really like that one Suppreme Court lady from over there… Sharon G. Lee. I have a tremendous amount of respect for her, putting the US Constitution above both TN law, and the people who administrate those laws. I really like this opinioin of hers: https://www.tncourts.gov/sites/default/files/christensenj.opn .dis .pdf (It was the article that the language on our No Trespassing Signs were based upon.)

I'm planning to live with my mother now for the rest of her life, so as much as I hate Michigan, I expect to live out the rest of my life here. While though I absolutely loved Tennessee and Williamson County, living in Middle Tennessee for 25 years, I will never step foot on Tennessee Soill again, unless I must to seek the restitution of my NAME and RIGHTS. I lost too much way too quickly, while finding that without $$ I had no voice at all!

Please don't take that personally. I loved the people there, but in 7.1 minutes of my testimony, with only TWO short 30—minute court hearings, I lost everything that I loved in my LIFE! Then I was chased out nearly at gun point, which Virginia Story went to Federal Court to obtain an order to sell my personal property, which she made me leave there, in an attempt to supercede Tennessee State law. She wanted to deny me my $10k personal property exemption, and tried to extort $2k from my mother for puffed up storage charges, or said that she would sell or discard of my stuff. I don't mean to be rude, but that woman belongs behind bars! I've dealt with alol sorts of people in my life, but I've never dealth with anyone as absent of a soul as her, on either side of the law.

Since I'm NOT seeking money, since you will SEE and HEAR I have been terribly violated by Ms. Story under the pretense of law, I don't see why their would be any need for her to have an opportunity to

write a brief, or to drag this out further. She is the one who deserves to be charged with crimes. She is the one who would owe me hundreds of thousands of dollars, but I know that I'll never get it, so I'll just be better off to let go of any money!

Additionally, my ex-wife is broken and destitute from this all. She is currently unemployeed and bankrupt. I know that she will recover, but she won't even try until after this action is over with, for fear that she will be forced to pay me alimony, and I'd rather just close that door and assure her that she is free to try to live the best life that she can.

So I'm hoping that this once the COA can make an exception for all of our best interests. There just isn't anyleft left to gain, without either myself or Ms. Fenton losing MORE, both of which are unacceptable consequences to me. Please don't allow them to file charges against Ms. Fenton, because she could have never done MOST of this without POWERFUL: PEOOPLE who could lift her OVER the laws.

If anything bad will happen to Ms. Fenton, then I will need to battle this out with the Courts to try to protect her, from the bigger bullies on the playground. Otherwise, I just need my life back please!

Please let me know any questions or concerns you have.

Thank you for considering my request.

Everything to follow in the next two days will be in regards to this action, requesting to be supplemented to my record please.

Again, I do ask that this all be looked at and considered by THREE of the JUSTICES at the Appellate Level, so that one judge alone who is buddies with either party can't just sweep this under the rug. I know that we'd like to think that isn't the sort of World we live in, and I know nothing about any of you personally, I just know how Nashville works.

For anyone who is concerned that I might been a nut case, then listen to the audio first please! Plus, though the court heard me speak a whole 7.1 minutes to decide that I'm a danger to society, my psychiatrist and my psychotherapists, have literally spent HUNDREDS of hours with me, and believe exactly the opposite, as the documention which you hjave in my ADA mod request shows… which I will attach here again.

Both are LIFE LONG Brentwood residents. Terry Huff my Psychotherapist's family has been living in Williamson County since the 1800s! His parents founded Agape, Huff Groccery in Brentwood, and were tremendously respected and wonderful people, as is Terry. He would never attest to anyone being "safe" who is dangerous, for any amount of money. He won't even accept a free book without buying it!

As for my Psychiatrist Dr. Richard Rochester, besides being an expert in his field, he grew up in the shadow of US District Middle Tennessee Judge Thomas Wiseman, trying to live up to his standards, since they were his wife's parents.

I may have any voice, power, or money here, but these people are all SALT OF THE EARTH, and their voices echo that I AM NOT DANGEROUS TO MS FENTON OR ANYONE ELSE! Terry Huff has even met with both me and Ms. Fenton together, way more recently than Ms. Story's claim of us not communicating in her OP application, so Terry knows about some of Ms. Fenton's challenges too, and has watched the dynamic between us, and knows that my heart only hurts for her! If I could give her everything we had together back and just walk away empty handed, I would in a heartbeat, but I wanted my "legal share", which ended up not being something Ms. Fenton was willing to part with, so we lost everything. I wish I had a clue earlier, so that at least I could have left her in a better place than I found her in, 15-years ago. But regretfully I don't have that power.

Please let me know when you all decide, how I should proceed. If you can't cure my name, reputation and civil rights without me writing a BRIEF, I will waste months more of my life on it, but I've already been in this basement in Michigan for a year, and would like to get to have some good memories with my mother while she is still able to get around and about.

Thank you for your consideration.
Jeff Fenton

8/29/2019	9:17 AM	HUSBAND'S RESPONSE AND COUNTERMOTION TO WIFE'S MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION AND FOR DATE CERTAIN FOR WALK THROUGH OF HOUSE AND MOTION FOR SCHEDULING ORDER	63-PAGES (Primary) TR. v1 (page 119) through TR.v2 (page 181) v1: 124 through v2: 32	TR. v1-v3 (p119 - 380)	v1: 124-155 v2: 2-151 v3: 2-80	Court started at 9am... texted Mitc stayed up several nights in a row prep Exhibit-B, had to run out the door to minutes AFTER court started, then ru where I handed Virginia Story Copies copies of my signed and stamped req

JEFF FENTON
17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300

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jeff.fenton@live.com

From:	Jeff Fenton <jeff.fenton@live.com>
Sent:	Friday, October 16, 2020 3:26 PM
To:	appellatecourtclerk
Cc:	Lisa Marsh
Subject:	RE: M2019-02059-COA-R3-CV | FAWN [redacted] FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio
Attachments:	M2019-02059 Transcript of Evidence-2b (audio recording).mp3; M2019-02059 Trial Testimony Verification (FACT CHECKING).pdf; M2019-02059 Trial Notes About Errors Made.pdf; 2018-10-27 Fenton Phone Call - Dividing Property and Amicably Selling Home.mp3; 2018-10-27 Fenton Phone Call - Dividing Property and Amicably Selling Home ~ Audio Markers.pdf; 2018-10-15 WILCO Clerk and Master - ADA Coordinator - Phone Call (mobility help only).mp3; FAWNS NOT A VICTIM.pdf
Importance:	High

Batch Two...

JEFF FENTON
17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300

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Jeff Fenton

From: Jeff Fenton <jeff.fenton@live.com>
Sent: Friday, October 16, 2020 3:37 PM
To: appellatecourtclerk
Cc: Lisa Marsh
Subject: RE: M2019-02059-COA-R3-CV | FAWN [redacted] FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio (BATCH-3)
Attachments: EXHIBIT-B.pdf; 2019-08-29 HUSBAND's ONE AND DONE (*MODIFIED PAGE-1*) Page-1 Only (Initialed).pdf; FAWN DESIGNED CUSTOM No Trespassing Signs - Using CAD and Microstation at her Work.pdf; 2018-09-14 Arons and Associates - FENTON Marital Disolution Agreement - Fawn's Proposed Terms before Her Attorneys Reviewed.pdf; 2018-09-17 Arons and Associates - Fawn Discusses Planned Meetings with Tommy White - Judy Wells - Phyllis Ellis.pdf; 2018-09-19 Arons and Associates - Fawn's Attorney Refused to Draft MDA and Tommy White Advised Against (Court would Reject).pdf; 2018-10-06 No Incentive to Settle.pdf; 2019-03-23 Fawn - Text Messages (2018 Taxes Illegally Filed without Me).pdf; 2019-04-26 Quick Easy Proof of Bankruptcy Fraud.pdf; ATTORNEYS - ANSWER AND COUNTER COMPLAINT EXTENSIONS.pdf; Sandy Arons - Divorce Planning (Business Card).pdf
Importance: High

Batch Three…

JEFF FENTON
17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300

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Jeff Fenton

From: Jeff Fenton <jeff.fenton@live.com>
Sent: Friday, October 16, 2020 3:43 PM
To: appellatecourtclerk
Cc: Lisa Marsh
Subject: RE: M2019-02059-COA-R3-CV | FAWN [redacted] FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio (BATCH-4)
Attachments: 2019-04-26 FRAUD PICTURE BOOK.pdf; 2019-03-23 Fawn - Text Messages (2018 Taxes Illegally Filed without Me).pdf; 2019-04-26 Quick Easy Proof of Bankruptcy Fraud.pdf; 2019-04-26 THE FRAUD PACKAGE.pdf; FAWN REFUSED to Honor our Agreement to Sell our Home NOT Me.pdf; FAWNS ALIMONY DODGE & BANKRUPTCY FRAUD TO DISCARD ME.pdf
Importance: High

Batch Four...

JEFF FENTON
17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300

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As for my Psychiatrist Dr. Richard Rochester, besides being an expert in his field, he grew up in the shadow of US District Middle Tennessee Judge Thomas Wiseman, trying to live up to his standards, since they were his wife's parents.

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Please let me know when you all decide, how I should proceed. If you can't cure my name, reputation and civil rights without me writing a BRIEF, I will waste months more of my life on it, but I've already been in this basement in Michigan for a year, and would like to get to have some good memories with my mother while she is still able to get around and about.

Thank you for your consideration.
Jeff Fenton

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JEFF FENTON
17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300

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2021-01-04 COA PANEL WHO DISMISSED MY APPEAL

jeff.fenton@live.com

From: Jim Hivner <Jim.Hivner@tncourts.gov>
Sent: Monday, January 4, 2021 1:51 PM
To: Jeff Fenton
Cc: Lisa Marsh
Subject: Re: Which COA Judge was Assigned to my Case and which Panel is he/she on?

Follow Up Flag: Read
Flag Status: Flagged

Mr. Fenton:

The Order dismissing your appeal was approved by the following panel of judges: Judge Frank Clement, Judge Andy Bennett and Judge Neal McBrayer.

Jim Hivner

James M. Hivner
Clerk of the Appellate Courts
State of Tennessee
Supreme Court Building
401 7th Ave. North
Nashville, TN 37219-1407
(615) 741-2681

Hello Mr. Hivner and Ms. Marsh,

Last week I spoke at length with Shane Hutton with the Tennessee Board of Judicial Conduct, and he advised me to contact you to find out **which Panel the Judge was on who handled my case with the COA** (rejected every request except for to extend TIME), as well as **the name of that Judge**, so that I can file a formal complaint (and possibly Federal criminal charges) against him/her for violating the Judicial Canons of Tennessee (for prioritizing PROCEDURE over JUSTICE and the CARE of the PERSON). as well as the Constition of the State of Tennessee.

In my opinion, the Judge walked by someone clearly **DROWNING in Judicial Corruption**, while I presented an absurd amount of crystal clear EVIDENCE, while rather than TAKE ACTION and HELP the unjustly injured party as his/her oath of Office commands, along with the Canons and Tennessee Constitution, **the Judge CHOSE rather to LOOK AWAY and KEEP WALKING, pretending not to see anything out of the ordinary at all.**

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CONCLUSION or SUMMARY OF FACTS

IF you slowly walk through every communication once I started representing myself PRO SE (from my email to Ms. Story on **8/28/2019** through the Letter from Ms. Story on **9/26/2019**), where Ms. Story Insists:

"At this point, it is our position that moving the items to Michigan is not financially responsible but that is up to you... It is our position and that of Mr. Anderson's that the entire value of the remaining contents of the home is only approximately $3,000, therefore the costs to move and store these items far outweighs their worth."

AFTER Ms. Story had already tried to EXTORT **$2,000** from my MOTHER in her letter dated 9/16/2019.

WHILE Manipulating Ms. Fenton's BANKRUPTCY FRAUD to CAUSE ME FURTHER DAMAGE WITHOUT ANY GAIN TO ANY PARTY, by planning to use the FEDERAL BANKRUPTCY COURT ORDER TO SUPERSEDE MY PROTECTED INCOME AND ASSETS PER TENNESSEE STATE LAW.

There is absolutely NO MEANS BY WHICH ANYONE CAN DEEM MS. STORY'S ACTIONS TOWARD ME TO HAVE TAKEN PLACE HONESTLY, IN GOOD FAITH, WITH FAIRNESS, INTEGRITY, AND CIVILITY, WITH ANY MOTIVES OTHER THAN TO STEAL MY PROPERTY OR TO AT LEAST DEPRIVE ME OF MY PROPERTY, WITHOUT BENEFIT TO ANYONE, PURELY TO FURTHER LITIGIOUSLY HARRASS, ABUSE, AND HARM ME, FOR NOTHING OTHER THAN HER PERVERTED PLEASURE!

I move for the DIVORCE DECREE and the

she insists that it would be "IRRESPONSIBLE" to , you will see IRREFUTABLE PROOF that Attorney Virginia Lee Story UNCONSCIONABLY violated her OATH OF OFFICE and INTENTIONALLY CAUSED ME (the clearly disadvantaged and disabled spouse, now literally HOMELESS, without a penny of my life's savings, retirement, without alimony or support of any kind) AS MUCH HARM AND ABUSE AS SHE PHYSICALLY COULD, FAR BEYOND THE POINT OF BENEFITTING HER CLIENT, HERSELF, HER ASSOCIATES, OR ANY OTHER PARTY, PURELY FOR THE HIGH OF DOMINATING AND PUNISHING ME WITH HER UNETHICAL AND ILLEGAL POWER TO OPERATE ABOVE THE LAW! (THIS IS A FEDERAL CRIME, and PROOF THAT EVERY ACTION IN THIS CASE SHOULD BE OVERTURNED PERMANENTLY, WITH EVERY WORD SHE SPOKE AGAINST ME STRICKEN FROM THE RECORD, AS SHE HAS PROVEN HER UNCONSCIONABLE MALICE TOWARDS ME RIGHT HERE!

I CAN NOT DEFEND MYSELF AGAINST ATTORNEY VIRGINIA LEE STORY OR JUDGE MICHAEL W. BINKLEY IN A STATE WHICH REFUSES TO USE COMMON SENSE, HONESTY, AND FAIRNESS TO HOLD THEM ACCOUNTABLE FOR THEIR ACTIONS (criminal or otherwise)!

This is ALL manipulated via BAD FAITH, ULTERIOR MOTIVES, and BLOOD LUST! If the State of Tennessee is NOT willing to make the following SIMPLE and FREE CHANGES to MITIGATE THE SLIGHTEST AMOUNT OF PERMANENT DAMAGE WHICH HAS BEEN CAUSED TO ME AS A RESULT OF.... A blinding rage of judicial

perversion, then I will bring this case to our NATION, file Federal Criminal Corruption Charges against Chancellor Michael W. Binkley, putting him directly beside his personal benefactor, former Nashville Judge Casey Moreland, along with corrupt Attorney Virginia Lee Story, Attorney Mary Beth Ausbrooks, and others who have assisted them in depriving me of my property and my rights which I was BORN WITH in this wonderful Country! (All while denying me DUE OR EQUAL PROCESS and refusing to even HEAR my testimony, while never have I yet stepped before an IMPARTIAL TRIBUNAL!

It is my sincere belief that the anonymous Appellate Judge who was assigned my case, is also part of this obscene JUDICIAL CORRUPTION! While I'd be willing to bet my reputation on the hunch that he/she is a close friend of one or both parties, Binkley/Story. So to throw my case out because I am NOT ABLE to STAND-UP TO A CORRUPT COURT, TWO HIGHLY SKILLED CORRUPT ATTORNEYS, A CORRUPT JUDGE, AND A CORRUPT APPELLATE JUDGE WHO HELPS IN THE COVER-UP, is far BEYOND the burden of PROOF that I as an everyday TENNESSEE CITIZEN should ever be required to defend, while those living off our tax dollars have not lifted ONE FINGER to SEEK or PROMOTE JUSTICE in this case!

The Appellate Court will probably throw this away as they have my every request for assistance, protection, help from these POWERFUL, TRUSTED, but CORRUPT individuals, who respect and serve under NO LAW except that which comes from their own mouth. That is CRIMINAL! And certainly, deserves no title of RESPECT or HONOR! Yet I will publish every CRY which I have made for HELP which you have IGNORED! I will publish the 40GB of REAL EVIDENCE which I possess and have sent you

overwhelming PROOF of how JUDICIALLY ASSAULTED I have been by YOUR FRIENDS AND COLLEGUES!

While the WORST part is that EVERY ONE OF YOU KNOW THAT I AM SPEAKING THE TRUTH HERE, even if you believe a bit exaggerated or dramatic, none of you have a doubt about the collusion between Chancellor Michael W. Binkley and Attorney Virginia Lee Story, or at the very least the likelihood of such. Yet you are still AFRAID of the CONSEQUENCES of standing-up to the two of them! Now consider the consequences of EVERY POLITICIAN, every member of our State and Federal legislatures, every Judge on every County, State, and Federal bench from here to Washington DC, learning that each of you by name are at the very least GUILTY as ACCESSOREIS to this CRIME, where with your passivity, you STOOD BACK AND WATCHED while I was being MURDERED by your colleagues, drowning in a lake of unconscionable judicial corruption, with Attorney Virginia Lee Story stomping up and down on my shoulders, while Chancellor Michael W. Binkley held my head under water. As ALL that I BEGGED FOR was to be allowed to LEAVE YOUR STATE and SEEK REFUGE 600 MILES AWAY IN MICHIGAN, without ANYONE in Tennessee KEEPING A NOOSE AROUND MY NECK ANY LONGER!

So that THOUGH you have ROBBED and RAPED ME, at least I can MOVE FORWARD and TRY TO enjoy the years I have left with MY MOTHER, and obtain some sort of EMPLOYMENT AGAIN, WHICH IS NOT POSSIBLE AS LONG AS THIS ABSOLUTELY ABSURD AND FRAUDULENT ORDER OF PROTECTION IS HANGING AROUND MY NECK!

The REASON Judge Binkley and Attorney Story WANT TO KEEP THE FRAUDULENT OP stating that it's purpose is to protect my EX-WIFE, is for their own FEAR that I WILL EXPOSE THEIR CRIMES TO THE WORLD, as I have before brought multi-million dollar companies to their knees for harming my family! Their FEAR (and rightfully so), is that the first THREE PAGES OF GOOGLE for any of their names, Binkley, Story, Chancery Court, Williamson County, Tennessee Justice, will populate with GRAPHIC DETAILS OF THEIR CORRUPTION, thousands of photographs and videos showing all the WORK and customization that I had sown into BOTH of my Tennessee homes, yet they clenched away as though I OWNED no interest in ANYTHING, without so much as DUE PROCESS!

So far EVERY ACTION filed by Ms. STORY against me, is based upon LIES, and I will go LINE BY LINE and PUBLISH THE TRUTH CALLING HER OUT FOR EACH AND EVERY LIE! She stood in Court and even made completely FALSE statements about LAW, saying that surely a property can't remain encumbered by a LEASEHOLD INTEREST, when that is EXACTLY what happens with a LEASEHOLD INTEREST! You MUST DISLOSE THE LEASE prior to sale, and the new owners must HONOR THE LEASE THROUGHOUT THE DURATION, except if very precise circumstances take place, whereby the tenants are still guaranteed a 90-day notice by FEDERAL LAW!

The Federal "Protecting Tenants at Foreclosure Act" – PTFA (12 U.S.C. § 5201 and following) provides protections to bona fide tenants who have a lease as well as those who don't, like month-to-month renters. In most cases, tenants who enter a lease before the notice of foreclosure **may stay in the home until the end of the lease term.** But if the buyer who purchased the property at the foreclosure sale **intends to move into the**

home, that buyer may terminate the tenants' lease after giving **90 days' notice**. (But an INVESTOR, who wants to "flip" the property, MUST BY FEDERAL LAW ALLOW THE TENANTS TO REMAIN UNTIL THE END OF THEIR LEASE, PROVIDED THEY MAINTAIN THE ORIGINAL TERMS AND PAYMENTS TO THE NEW OWNER!

Somehow Chancellor Michael W. Binkley and Attorney Virginia Lee Story acted as though they know nothing about such LAWS, or even Tennessee's "Landlord and Tenant Act", and tossed the tenant's into the street! Even though one of them was 62 years old, and had some sort of medical condition like dialysis, where he left a bunch of odd needles with tubing connected, and was angry because he had nowhere to move for TWO MORE WEEKS until his next rental was available, and he had no money for temporary accommodations at a motel or weekly, so he told me that he would going to be forced to become HOMELESS for the next TWO WEEKS, living out of his TINY LITTLE CAR!

If this ever makes it to Federal Court, I'm going to seek $20k for each of my tenant's whose HUMANITY was not considered, and whose rights were not just violated, but ignored and pretended not to exist. As Attorney Virginia Lee Story stood in Chancellor Michael W. Binkley's Court Room on 8/1/2019 and said that in essence black was white and white was black, and Chancellor Binkley just sat there looking intently and trustingly upon her, nodding his head, making sounds of agreement. While it was all COMPLETELY THE OPPOSITE OF BOTH STATE AND FEDERAL LAWS! At what point does this become ABSURED enough to TAKE ACTION even if I'm INCAPABLE OF WRITING A LEGAL BRIEF, TO FIGHT IT OUT WITH MS. STORY like gladiators in an ancient Colosseum?

I read the Tennessee Constitution, and I must tell you, I saw no mention of REQUIRED PROCEDURES PRIOR TO OBTAINING JUSTICE! I haven't had time yet to read the ENTIRE judicial CANNON, but even in the first couple of Canons, JUDGE BINKLEY SHOULD HAVE RECUSED HIMSELF FROM THIS CASE FOR THE APPEARANCE OF INPROPRIETY DUE TO HIS CLOSE RELATIONSHIP WITH MS. STORY! Likewise, CHANCELLOR BINKLEY HAS A RESPONSIBILITY NO HOLD MS. STORY ACCOUNTABLE TO THE LAW, not to just grin and nod while she spoke the exact opposite of the Law. Furthermore, upon my complaints to the Court about the MALICIOUS AND ABUSIVE LITIGATION by Ms. Story, Judge Binkley SHOULD HAVE HALTED PROCEEDINGS AND HELD A HEARING TO EXPLORE MY ACCUSATIONS TO DETERMINE IF MS. STORY WAS USING AN UNNECESSARILY HEAVY HAND, BEING MORE LITIGIOUS THAN NECESSARY, ACTING UNFAIRLY, LIEING ABOUT EVERY SINGLE ACTION WHICH SHE BROUGHT TO COURT TO AMBUSH ME WITH, while INTENTIONALLY EXPLOITING MY KNOWN AND FULLY DISCLOSED DISABILITIES! First for LEVERAGE to BIND AND GAG ME, while RENDERING ME POWERLESS TO DEFEND MYSELF, then just for FUN, to PUNISH ME FOR CALLING HER A THIEF!

My case is a SUPER SIMPLE case for the COURT to INVESTIGATE for CORRUPTION or FOUL-PLAY by MEMBERS OF THE COURT (only TWO 30-minute hearings, where I was ONLY allowed to SPEAK for 7.1 MINUTES, while I have detailed RECORDS, every communication, I have no secrets and am willing to turn over every communication with each and every party, not even needing any protections for "attorney/client privilege" (as long as an UNBIASED party is investigating to seek the

TRUTH), along with 40GB of SUPPORTING EVIDENCE! Evidence which will PROVE (even if it takes until my dying breathe, while she stands on my chest), that she is every bit as CORRUPT as I have said that she is, and a whole lot more!

Now, my MARRIAGE and DIVORCE was COMPLICATED, which is why nothing that Ms. Story filed with the Court had ANYTHING to do with what really happened in either my marriage or my divorce! Instead, she went for the sensational "DECOY DIVORCE" which made me a MONSTER, my ex-wife a VICTIM OF "EMOTIONAL ABUSE" (when that TERM was never once uttered or heard during our 15-years together, in counseling, church, or anywhere else!) That was a TERM which my ex-wife LEARNED from ATTORNEYS after she secretly unilaterally decided that she wanted to KEEP EVERYTHING and DISCARD ME! (That was how it started, but in the end regretfully she burned everything, just so that she could STILL DISCARD ME.)

Our "Collaborative Divorce" professional "Sandy Arons" told that term can be especially troublesome in a divorce, depending upon the weight the JUDGE gives it, because it can be used to "justify" a lot of otherwise irresponsible and erratic behavior. (Like taking on a second residence, when you can't afford it, and there is no need to, you are one of two people living peacefully in a 2,500 Sq.Ft. home, and surely with some boundaries set you can continue to peacefully reside there until a wise exit strategy is worked out, without catapulting the family into debt, and eroding our equity in our home.)

I asked Sandy Arons how does a Judge KNOW if someone is LYING about whether or not they have been "abused". She told me that most Judge's have seen it all and KNOW

that if a couple have remained together for 15-years as we had, while complaints about abuse only came after the divorce was announced, then Judge's can see through that!

Not Chancellor Michael W. Binkley though, instead he PILED ON TOP OF IT, asking if Ms. Fenton could be an "INNOCENT SPOUSE" in her problems with the IRS, when we NEVER had any PROBLEMS WITH THE IRS, until MS. FENTON erratically locked me out of all our finances, and decided that she was smarter than me and would handle all of our finances and taxes herself. Then the IRS came after her.... For reasons that she is still to PROUD to tell me. I promise you; it wasn't from any FINANCIAL WRONGS ON MY PART!

While Ms. Story responded to the Judge, that Ms. Fenton would PROBABLY qualify under the "INNOCENT SPOUSE" rules of the IRS, but that she just wanted to move forward, because this was such a toxic marriage.

Actually, it WASN'T A TOXIC MARRIAGE, IT WAS A TOXIC DIVORCE! Because Ms. Fenton learned that she was responsible for paying me approximately $20k per year in alimony for a duration of 6-years, then since she dragged her feet screwing around with her first attorney, rather than participating in a COLLABORATIVE DIVORCE as it is intended, Ms. Fenton MISSED the deadline to allow us to complete the divorce by the end of 2018, which meant that thanks to Trump's new tax laws at the start of 2019, that she could NO LONGER WRITE-OFF ALIMONY AS A TAX DEDUCTION! (She would have been "grandfathered" for all six years, if we completed the divorce within 2018.)

Then came the REALIZATION on the next two pages, and I knew that Ms. Fenton was planning to SABOTAGE any chances I had at alimony.

In ADDITION to that bit of info, Ms. Fenton also KNEW and TOLD me in a text a YEAR EARLIER, that her BOSS and owner of their firm was planning to RETIRE when their office Lease was up in May of 2020. So I knew that Ms. Fenton was going to take a professional NOSE DIVE somewhere around the SAME time that her boss had planned to retire.

So MY GOAL was to get roommates, try to get some vocational training and a JOB to come as close to cash flowing the home on my own, BEFORE MS. FENTON INTENTIONALLY SELF-DESTRUCTED to DOGE paying me any alimony!

The ONLY thing that I didn't see coming a YEAR IN ADVANCE, was Ms. Fenton's decision to FILE FOR BANKRUPTCY! I knew that she was willing to sacrifice MY CREDIT, but I honestly never expected for her to sacrifice her OWN CREDIT. That was where she caught me OFF GUARD!

So a highly paid MIT scholar and licensed architect, with roughly $100k per year income, filed for bankruptcy on what amounted to a little more than $40k worth of unsecured debts, while specifically requesting her in bankruptcy filing to forfeit OUR JOINTLY DEEDED AND INVESTED HOME (with my premarital retirement, proceeds from my premarital home, my life's savings and every penny since, combined with nearly a decade of CORE IMPROVEMENTS (about $200k worth in all), which I will show mind blowing PICTURES OF so that people can no longer DISCOUNT my INVESTMENT into our marital home!

While YES, she has had narcolepsy since I've known her, and it has been well managed with medication for the past decade. But what REALLY turned-up the temperature on EVERYTHING in our lives, was when Ms. Fenton came down with an

early and SEVERE case of MENOPAUSE, which I have several emails and texts where she describes in great detail how that has destroyed her ability to SLEEP as well as her quality of life.

The MENOPAUSE problems began about five years before she left me, while I credit it for about 25% of the ANGST between us and as a major contributory factor to our divorce. But after Ms. Fenton moved out, to her apartment, the menopause got so bad that she began HORMONE THERAPY, and that was when the hormone therapy CONFLICTED with her medication for NARCOLEPSY, thereby making EVERY NIGHT OF SLEEP SINCE, horrific, as she describes in great detail in some of the texts she sent me, as recently as a month or two prior to hiring Ms. Story to ACCUSE ME and MY EMOTIONAL ABUSE as the source of her health problems, her inability to sleep, and her physical frailty.

I believe that another SIGNIFICANT COMPONENT, is ALL THE FRAUDULENT ACTIONS that she has taken to DESTROY EVERYTHING that we BOTH HAD EVER OWNED OR BUILT TOGETHER, combined with the fear and anxiety, that she could go to prison or lose her professional license for bankruptcy fraud, as that was a TOTAL SETUP, to simply STEAL MY HOME AWAY FROM ME, since it was JOINTLY DEEDED, but the mortgages were in her name. I made endless offers for a peaceful resolution to migrate our home for either of our use, but none of them left me penniless and homeless, so NONE of them were GOOD ENOUGH! She got excited about a few offers, where I tried to give her my equity, but then depression would set back in and she would bounce back that she couldn't afford the house on her own while paying my alimony. I offered repeatedly to LOWER the alimony payments, because I wanted so badly for her to keep

what started off as "the house of HER DREAMS", but she would get excited then crash with depression and hopelessness again (her lifelong demons, since her preteen years).

Around January of 2019 I invited her to a counseling appointment with me, because SHE WANTED TO REMAIN FRIENDS, but I didn't see HOW THAT WAS POSSIBLE under the circumstances, regardless of how badly I wanted it to be possible. So I offered to allow Ms. Fenton to come see my Counselor, and a signed a release for my Counselor to tell Ms. Fenton ANYTHING THAT SHE WANTED TO KNOW ABOUT ME, to answer her EVERY QUESTION! Ms. Fenton JUMPED at the opportunity to attend Counseling with me, when I offered it to her. Regretfully, in the end, Ms. Fenton was angry and yelling at my Counselor that I KEEP WORRYING ABOUT HER, AND TRYING TO MAKE A MORE ADVANTAGEOUS PATH FOR HER in our divorce... offering her our home, or my equity in our home to help buy her a condo, instead of leaving her in a dead end apartment where she had no tax write-offs, and made too much money not to have any tax write-offs. I still didn't understand just how dramatically, or permanently, she PLANNED to "crash and burn". I was trying to give her some INCENTIVE to continue to pursue and grow in her career. She told my Counselor how absurd she thought that it was that I had no job or anywhere to go, but I was still more concerned about her quality of life after our divorce was final. I SO WANTED to leave her in a better place than I found her in! But she wouldn't let me! She yelled at my Counselor that I needed to "quit worring about her and start worrying about myself!"

I had spent the past 15-years fighting every battle that I could for her, which were most of her battles. I had publicly taken the blame for things she or we had done wrong. Her PRIDE is another stronghold in her life, so it is CRITICAL to her that people think

the best of her. While I don't put much stock in what people think about ME, so I would carry her shame and blame wherever I could. In the end, it unintentionally made me the perfect pansy, while she was the one person that I never thought once about protecting myself from, prior to her secret divorce.

Everything I had in life were invested into HER and OUR HOME, and now I have lost both. Then came Attorney Virginia Lee Story who demonized me before I ever entered Court, made outrageous claims about my person and spoke about me as if I was a monster, and within that first trial on 8/1/2019, Chancellor Binkley replied: **"WHO WILL CONTROL MR. FENTON"** tried to rwhat was going to was yelled at my counselor that I n

and State benches how it could come Binkley in Tennessee I have YET to meet an impartial tribunal

which I was denying me the legal rights I was BORN WITH in this wonderful Country! of on my "bad actors" list those who have worked with her to deprive me of my rights, and apparently Attorney mentor and and bring back with me some JUSTICE to help protect other disabled AND Pro Se litigants within Williamson County! If you can listen to an attorney and a Judge BASH on somebody, threaten them, harass and abuse them right in the Court Room, while everything they say is the OPPOSITE of what was said in the previous hearing where I had Counsel, then frankly you are a part of the problem, not part of the solution, and all the more reason that a FEDERAL INTERVENTION IS REQUIRED!

It is NOT "my word" against "theirs", I have provided you with audio recordings, transcripts, and mountains of EVIDENCE, all of which has not motivated a single hair to REACH OUT AND HELP THE INJURED PARTY!

If for no other reason, I can GUARANTEE that Attorney Virginia Lee Story had exparte' communications with Chancellor Binkley regarding my case, because whenever I called Ms. Story's OFFICE TO TALK WITH HER, she had her staff tell me that Judge Binkley expressly instructed her NOT TO SPEAK WITH ME OVER THE PHONE, to only communicate with me via email. While I PROMISE YOU, that was NEVER SAID IN A COURT ROOM WHICH I WAS IN AT THE TIME, nor will you find it on any of the Court Transcripts!

Any person who is willing to walk past a drowning man, obviously held down by the forces of SECRECY, INEQUALITY, DECEIPT, PERVERTED APPLICATIONS OF LAW, DARKNESS, needs to be removed from power so that someone with the MORAL FIBER to INJUSTICE, in Williamson County

CONTINUE TO FII am not seeking another extension to correlate with the Supplementation and Correction of the Record, but would like that information on Record to reference as it should be and was meant to be, before I was violently torn from my home with only three-days' notice, under the false allegations of Appellee's Counsel in Court on 8/29/2019, that otherwise I would **"dissipate marital assets".** Although I had reached-out to Ms. Story the day BEFORE trial, simply to touch-base, to advise her regarding the progress on my ONE AND DONE filing, to

determine when, where, and how she preferred that I provide her a copy, to ensure that I didn't accidentally cross paths with Ms. Fenton, violating the OP Exparte' in place. The language, tone and flow of my email were genuinely kind, courteous, respectful, and inviting. (I started off being really NICE!)

In that email I had already exhaustively explained the TRUTH about the concerns she had expressed to my prior Counsel, Charles M. (Marty) Duke, regarding MY "dehumidifier" and OUR MARITAL Sony Bravia 55" TV. Unfortunately, to my tremendous harm, Ms. Story still chose to mislead the Court about both the following day, during my 8/29 trial.

Which in my understanding of the Court Order it appears to me that I was harshly punished by Chancellor Binkley during the 8/29/2019 hearing in reaction to Ms. Story's incorrect and misleading claims about the "dehumidifier" and "TV". Further stating that I was "Dissipating Marital Assets", which clearly wasn't true, as there was no more PERSONAL PROPERTY which remained at the residence to be divided. As we had been separated for a YEAR already, Ms. Fenton had long ago taken most of her Personal Property, having both filled-up her apartment plus one or two storage units with HER share of what was previously our personal property. That matter was completely settled, as is specifically stated on Page-2 of Ms. Fenton's "COMPLAINT FOR DIVORCE", drafted and filed by Ms. Story's office. After which, for some reason, MY PERSONAL PROPERTY kept being treated as if it were OUR MARITAL PROPERTY or "ESTATE". However, if that were the case, then Ms. Fenton would need to first return all HER

PERSONAL PROPERTY (from her apartment and storage unit(s)) in order for that to ever be FAIR.

The image above is from Technical Record Volume-1, Page-2. I reminded Ms. Story numerous times about this, appearing to be some "sleight-of-hand" to me, confused and upset by the repeated threats of "converting" MY personal property, without including any of Ms. Fenton's personal property, as part of our "MARITAL ESTATE".

IV.

Plaintiff would show that the parties have no assets other than personal property which has been divided with the exception of a few items. Husband and Wife have lived separately since April 2018.

My understanding from the 8/1/2019 Court Order (TR.v1 (110-112)), as explained to me by my temporary Counsel Attorney Mitchell Miller, the Order allowed me to both TAKE my personal property with me and/or to SELL it to meet my immediate NEEDS. It was the only means granted by the Court to satisfy the financial shortfall suffered because of the Court abruptly terminating my rental income, which was my only means of support at that time.

However, at the 8/29/2019 hearing, where I could no longer afford Counsel to represent me, having already lost my home by Court Order while learning that Appellee had already secretly filed for bankruptcy, thwarting my hope of receiving any promised alimony from her. I simply had no financial means, prospects, or leverage left, no remaining assets or support moving forward, from which I could reasonably expect to be able to continue paying Counsel.

As such, while knowing how detrimental that would prove to me, I could find no alternative other than representing myself "Pro Se" during the 8/29/2019 hearing, and through every action to follow. At which point, during my hearing on 8/29/2019, it appeared to me, that every provision and protection which I was afforded during my 8/1/2019 trial, instantly and irrevocably vanished.

As a result of Ms. Story's alarmist claims, testimony, and requests in Court, all within less than 30-minutes, I left the "Old Williamson County Courthouse" in Franklin Tennessee, with my forced eviction from my home FIVE DAYS later on 9/3/2019, while DENYING me the right to take ANY of MY personal property with me, while requiring me to "TAG" every item (of MINE) which I HOPED to KEEP (literally being THOUSANDS OF ITEMS, nearly EVERYTHING THAT I OWNED, which is WHY I OWNED IT), as Ms. Story demanded, since that was what the Court Required of Ms. Fenton. But Ms. Fenton owned less than a DOZEN items remaining at the property, needing to be "TAGGED". (Hence I believe that was a proverbial death sentence for me, which was literally impossible for me to complete, along with everything else required for me to be able to immediately and unexpectedly move 600-miles away to seek shelter with my mother, in the unfinished BASEMENT of her 780 SqFt Home in MICHIGAN.)

While at Ms. Story's urgent request, the Court Ordered the WCSO to physically escort me out of my home and off of my property, on Tuesday September 3rd, at 12 NOON, (with only FIVE DAYS NOTICE, contrary to Ms. Story's incorrect claims that I had thirty plus days of notice) while checking to ensure that I didn't remove anything from MY HOME other than a carload of my clothes, my toiletries, and my medications, as ordered by the Court.

When the four WCSO Deputies arrived on Tuesday September 3rd at Noon, I had been awake SINCE COURT on 8/29/2019, franticly trying to TAG all MY STUFF which I WISHED to KEEP, while THREE of those days were spent assisting my roommates with moving OUT and moving furniture, while one of my roommates (Jesse), a gentleman of 62 years of age, I discovered has serious medical problems, which I was previously unaware of. As a result of the 8/1/2019 Court Order, Jesse was forced to become HOMELESS, living in his tiny car for a week or two, until his replacement rental would be ready. Jesse complained that he did not have the money for a weekly motel or other temporary shelter (nor did I), that he simply had NO WHERE TO GO. I allowed him to remain in my home until my very LAST day, but I could not CLEAN the dishes, the kitchen, his sheets, or his bedroom until he vacated the premises.

I felt horrible, having promised him in his 1-YEAR lease that he would never have less than a 90-day notice. Although the Court was informed of Jesse's and Chris's leasehold interests, having wanted my tenants to vacate within TEN days at first, thirty days was the absolute most notice which the Court would allow.

Despite my compassion and desire to show more care for Jesse, I was finally forced to demand that he leave, threatening to otherwise carry his personal effects out to the driveway myself. Jesse left behind a bunch of medical IV type equipment in his closet, which I had never seen before. I felt even worse, regarding his situation, but I was in no position to save myself, let alone to help Jesse.

Incidentally, this was against FEDERAL LAWS also. Although Ms. Story made one untrue claim after another, the reality is that it only takes ONE OWNER OF A PROPERTY, THE ONE WHO

CURRENTLY HAS POSSESSION, to enter a legally binding Lease Agreement. (I spoke with Real Estate Attorney Judy Wells prior.) While if a home is SOLD or enters FORECLOSURE while a LEASE is still active, that TENANT IS FEDERALLY PROTECTED FOR A MINIMUM OF 90-DAYS OR THE REMAINING DURATION OF THEIR LEASE, WHICHEVER IS GREATER!

Finally, I only had 24-HOURS remaining in MY HOME BY MYSELF to CLEAN-UP after they left, while still having hundreds if not thousands of items yet to be "TAGGED".

In an attempt to try to help stage the property better, I had Chris (my more robust 55-year old roommate) help me carry one of the beds into the bedroom where I thought it would look best. At the very end I RUSHED and WASHED ALL THE SHEETS, TOWELS, DISHES, AND LINENS, but I simply ran out of TIME before folding it all, putting it all away, and making all the BEDS. Since Chris vacated a day earlier, I was able to clean his bedroom, but I simply did not have TIME to clean Jesse's bedroom, though I did wash his sheets and pile them on his bed. Having a little more time with my own bedroom, I made sure that my new bed was neatly made with fresh sheets.

All to later learn that my efforts were for nothing, as horrible accusations were made about the condition which I left our home in, without the slightest consideration for my real challenges as I attempted the literally impossible task requested by Ms. Story and Ordered by the Court. Requiring that I "TAG" every item which I hoped to keep! While vacating my home and the State of Tennessee, where I had 25-years' worth of relationships to say "goodbye" to, while only having TIME for a couple. I believe that was a completely unreasonable request and order, as I HAD NEVER OFFERED TO FORFEIT ANYTHING WHICH I OWNED! There was NO NEED for

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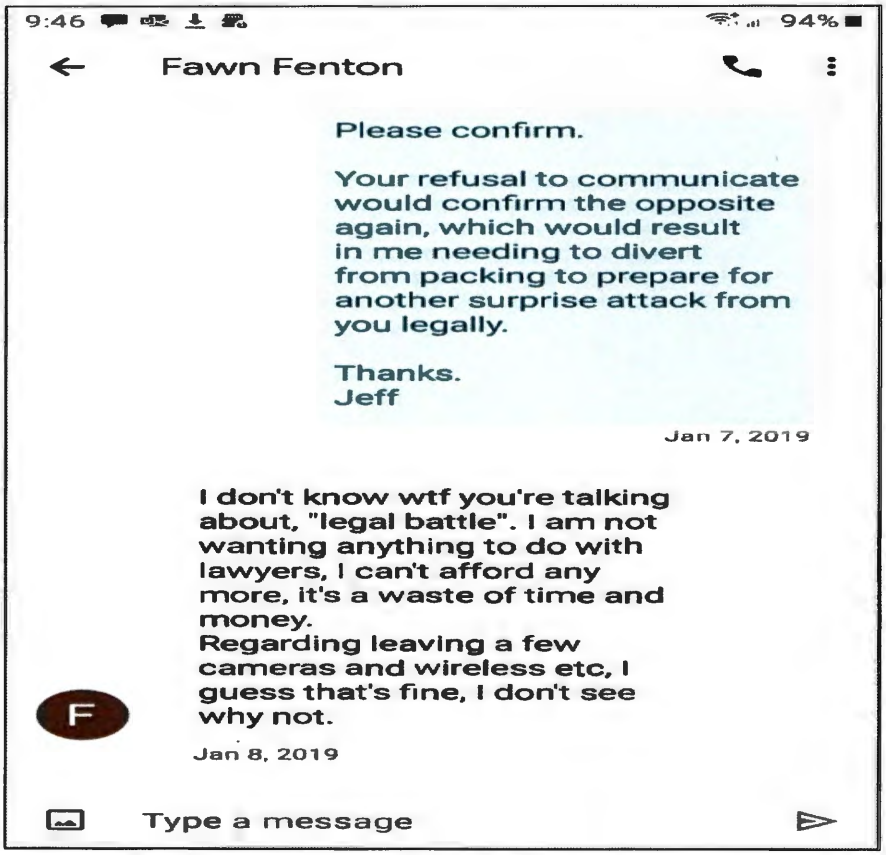
me to "TAG" anything! (Which I voiced to Ms. Story, without any indication that she cared, as she refused to relinquish any demands.)

That language was entirely created and driven by Attorney Virginia Lee Story. It all seemed so violently assaultive, unfair, unnecessary, and unreasonable to me, since Ms. Fenton had MONTHS to move out, as I had gently assisted her day after day, with a carload at a time, or at whatever pace she chose. In contrast, I was forbidden from even taking my brand-new BED, which my mother had purchased for me just a couple of months prior, clearly never being "marital property" of any sort! While again, the issue of DIVIDING OUR PERSONAL PROPERTY was settled on PAGE-2 of Ms. Fenton's COMPLAINT FOR DIVORCE! So, by what justification was all this damage caused to me and Jesse?

Rather than "rant" about who did what when and what that revealed their real MOTIVES to be, along with citing each instance of subsequent harm I suffered, I believe that it will be easier for you to understand (and less offensive), if I simply SHOW YOU. Although this is a lot of material, I know of no better way to EXPOSE the TRUTH, than to SEQUENTIALLY SHOW my communications with Ms. Story below, both in COURT as well as via email, often immediately before or after Court. While I believe that the "in court" and the "outside court" narratives are



almost polar opposites. But please do not take my word for it, it is a quick read, and the "STORY" speaks for itself (please determine which of us operated in "good faith" throughout, even if not always politely):

1381

SIGNIFICANT CONSTITUTIONAL & FEDERAL RIGHTS DENIED

IN CONGRESS. JULY 4, 1776.

The unanimous Declaration of the thirteen united States of America,

When in the Course of human events, it becomes necessary for one people to dissolve the political bands which have connected them with another, and to assume among the powers of the earth, the separate and equal station to which the Laws of Nature & of Nature's God entitle them, a decent respect to the opinions of mankind requires that they should declare the causes which impel them to the separation. — We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness. — That to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed, — That whenever any form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their Safety and Happiness. Prudence, indeed, will dictate that Governments long established should not be changed for light and transient causes; and accordingly all experience hath shewn, that mankind are more disposed to suffer, while evils are sufferable, than to right themselves by abolishing the forms to which they are accustomed. But when a long train of abuses and usurpations, pursuing invariably the same Object evinces a design to reduce them under absolute Despotism, it is their right, it is their duty, to throw off such Government, and to provide new Guards for their future security. — Such has been the patient sufferance of these Colonies; and such is now the necessity which constrains them to alter their former Systems of Government. The history of the present King of Great Britain is a history of repeated injuries and usurpations, all having in direct object the establishment of an absolute Tyranny over these States. To prove this, let Facts be submitted to a candid world. — He has refused his Assent to Laws, the most wholesome and necessary for the public good. — He has forbidden his Governors to pass Laws of immediate and pressing importance, unless suspended in their operation till his Assent should be obtained; and when so suspended, he has utterly neglected to attend to them. — He has refused to pass other Laws for the accommodation of large districts of people, unless those people would relinquish the right of Representation in the Legislature, a right inestimable to them and formidable to tyrants only. — He has called together legislative bodies at places unusual, uncomfortable, and distant from the depository of their Public Records, for the sole purpose of fatiguing them into compliance with his measures. — He has dissolved Representative Houses repeatedly, for opposing with manly firmness his invasions on the rights of the people. — He has refused for a long time, after such dissolutions, to cause others to be elected; whereby the Legislative powers, incapable of Annihilation, have returned to the People at large for their exercise; the State remaining in the mean time exposed to all the dangers of invasion from without, and convulsions within. — He has endeavored to prevent the population of these states; for that purpose obstructing the Laws for Naturalization of Foreigners; refusing to pass others to encourage their migrations hither, and raising the conditions of new Appropriations of lands. — He has obstructed the Administration of Justice, by refusing his Assent to Laws for establishing Judiciary powers. — He has made Judges dependent on his Will alone, for the tenure of their offices, and the amount and payment of their salaries. — He has erected a multitude of New Offices, and sent hither swarms of Officers to harass our people, and eat out their substance. — He has kept among us, in times of peace, Standing Armies without the consent of our legislatures. — He has affected to render the Military independent of and superior to the Civil power. — He has combined with others to subject us to a jurisdiction foreign to our constitution, and unacknowledged by our laws; giving his Assent to their Acts of pretended legislation: — For quartering large bodies of armed troops among us: — For protecting them, by a mock Trial, from punishment for any Murders which they should commit on the Inhabitants of these States: — For cutting off our Trade with all parts of the world: — For imposing Taxes on us without our Consent: — For depriving us in many cases, of the benefits of Trial by Jury: — For transporting us beyond Seas to be tried for pretended offences. — For abolishing the free System of English Laws in a neighbouring Province, establishing therein an Arbitrary government, and enlarging its Boundaries so as to render it at once an example and fit instrument for introducing the same absolute rule into these Colonies: — For taking away our Charters, abolishing our most valuable laws and altering fundamentally the Forms of our Governments: — For suspending our own Legislatures, and declaring themselves invested with power to legislate for us in all cases whatsoever. — He has abdicated Government here, by declaring us out of his Protection and waging War against us. — He has plundered our seas, ravaged our Coasts, burnt our towns, and destroyed the lives of our people. — He is at this time transporting large Armies of foreign Mercenaries to compleat the works of death, desolation and tyranny, already begun with circumstances of Cruelty & perfidy scarcely paralleled in the most barbarous ages, and totally unworthy the Head of a civilized nation. — He has constrained our fellow Citizens taken Captive on the high Seas to bear Arms against their Country, to become the executioners of their friends and Brethren, or to fall themselves by their Hands. — He has excited domestic insurrections amongst us, and has endeavoured to bring on the inhabitants of our frontiers, the merciless Indian Savages, whose known rule of warfare, is an undistinguished destruction of all ages, sexes and conditions. In every stage of these Oppressions We have Petitioned for Redress in the most humble terms: Our repeated Petitions have been answered by repeated injury. A Prince, whose character is thus marked by every act which may define a Tyrant, is unfit to be the ruler of a free people. Nor have We been wanting in attentions to our British brethren. We have warned them from time to time of attempts by their legislature to extend an unwarrantable jurisdiction over us. We have reminded them of the circumstances of our emigration and settlement here. We have appealed to their native justice and magnanimity, and we have conjured them by the ties of our common kindred to disavow these usurpations, which would inevitably interrupt our connections and correspondence. They too have been deaf to the voice of justice and of consanguinity. We must, therefore, acquiesce in the necessity, which denounces our Separation, and hold them, as we hold the rest of mankind, Enemies in War, in Peace Friends.

We, Therefore, the Representatives of the united States of America, in General Congress, Assembled, appealing to the Supreme Judge of the world for the rectitude of our intentions, do, in the Name, and by Authority of the good People of these Colonies, solemnly publish and declare, That these United Colonies are, and of Right ought to be Free and Independent States; that they are Absolved from all Allegiance to the British Crown, and that all political connection between them and the State of Great Britain, is and ought to be totally dissolved; and that as Free and Independent States, they have full Power to levy War, conclude Peace, contract Alliances, establish Commerce, and to do all other Acts and Things which Independent States may of right do. — And for the support of this Declaration, with a firm reliance on the protection of divine Providence, we mutually pledge to each other our lives, our Fortunes and our sacred Honor.

John Hancock

Josiah Bartlett, Wm. Whipple, Saml. Adams, John Adams, Robt. Treat Paine, Elbridge Gerry, Step. Hopkins, William Ellery, Roger Sherman, Sam. Huntington, Wm. Williams, Oliver Wolcott, Matthew Thornton

AMENDMENT XIV

Passed by Congress June 13, 1866. Ratified July 9, 1868.

Note: Article I, section 2, of the Constitution was modified by section 2 of the 14th amendment.

Section 1.

All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

Section 2.

Representatives shall be apportioned among the several States according to their respective numbers, counting the whole number of persons in each State, excluding Indians not taxed. But when the right to vote at any election for the choice of electors for President and Vice-President of the United States, Representatives in Congress, the Executive and Judicial officers of a State, or the members of the Legislature thereof, is denied to any of the male inhabitants of such State, being twenty-one years of age,* and citizens of the United States, or in any way abridged, except for participation in rebellion, or other crime, the basis of representation therein shall be reduced in the proportion which the number of such male citizens shall bear to the whole number of male citizens twenty-one years of age in such State.

Section 3.

No person shall be a Senator or Representative in Congress, or elector of President and Vice-President, or hold any office, civil or military, under the United States, or under any State, who, having previously taken an oath, as a member of Congress, or as an officer of the United States, or as a member of any State legislature, or as an executive or judicial officer of any State, to support the Constitution of the United States, shall have engaged in insurrection or rebellion against the same, or given aid or comfort to the enemies thereof. But Congress may by a vote of two-thirds of each House, remove such disability.

Section 4.

The validity of the public debt of the United States, authorized by law, including debts incurred for payment of pensions and bounties for services in suppressing insurrection or rebellion, shall not be questioned. But neither the United States nor any State shall assume or pay any debt or obligation incurred in aid of insurrection or rebellion against the United States, or any claim for the loss or emancipation of any slave; but all such debts, obligations and claims shall be held illegal and void.

Section 5.

The Congress shall have the power to enforce, by appropriate legislation, the provisions of this article.

**Changed by section 1 of the 26th amendment.*

Comptroller's Handbook

Consumer Compliance

Protecting Tenants at Foreclosure Act

Version 1.0, March 2020

Office of the Comptroller of the Currency

DUE TO COVID-19

I NEED to get a JOB from HOME
Because of my Mother's Health
Which I CAN'T DO with this STUPID OP!
Please have the OP REMOVED and EXPUNGED or Start Sending Me SUPPORT PLEASE!

ASTHMA, ALLERGY AND IMMUNOLOGY CENTER

S. Anne, M.D. R. Botta, M.D. I. Badr, M.D. R. Mahajan, M.D. H. Azzam, M.D.

Patient Name: Marsha Fenton
Visit Date: 7/2/2020

Thank you very much for letting me participate in the management of Marsha Fenton, who was seen by telephone consultation on 07/02/20. Marsha states that her IgA deficiency has been stable. She denies any upper or lower respiratory tract infection. She has been following strict avoidance measures from exposing to the COVID-19 infection. She is wearing the mask. She is staying home. Her son also stays with her, who is not working at this time. She denies any fever, chills, or rigors. She denies any upper or lower respiratory tract infection.

PHYSICAL EXAMINATION: Deferred at this time since this was done by telephone consultation.

IMPRESSION: Ms. Marsha Fenton has:
1. IgA deficiency, and
2. Chronic rhinosinusitis.

RECOMMENDATIONS:
1. Marsha is prone to develop recurrent infections. Therefore, I advised her to follow strict isolation measures from exposure to COVID-19 infection.
2. Since her son stays with Marsha, I strongly recommend that her son should do his work from home since it will reduce significantly the risk of exposure of Ms. Fenton to the COVID-19 virus.
3. A follow-up appointment has been scheduled in one year but I advised her to contact me as soon as the pandemic is over for further evaluation and treatment.

Signed Electronically By Suresh Anne, MD
Signed Date: 7/3/2020 9:16:00 AM

E-Faxed to Ravikumar Peddireddy, MD On 7/3/2020 9:16:00 AM

ARGUMENT

MS. FENTON'S ATTORNEY'S FEES

Followed by the "Conclusion" that the costs be taxed to the Appellant and "Appellee awarded her attorney's fees." So far every Court action to date has "awarded" the Appellee her attorney's fees, yet I have never seen a single bill for Ms. Story's services, or for the rest of Ms. Fenton's legal entourage, while abandoning me with nearly $100k of truly MARITAL DEBTS in my name, refusing me funds previously promised by Ms. Fenton for EQUIVELANT COUNSEL to represent ME (as I have PROOF PROMISED)! As further evident in this brief email to me by Ms. Story on this topic:

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

Mr. Fenton,

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

Ms. Fenton will pay her fees.

Thanks,

Virginia

I suspect this is because "they" don't even want me to KNOW how many tens-of-thousands or hundreds-of-thousands of dollars Appellee's wealthy disgruntled family spent to abruptly DISCARD me penniless and homeless, without ANY financial responsibility or care for my basic minimum necessities, such as replacement shelter (after having TAKEN MY HOME BY FORCE – WITHOUT DUE PROCESS), refusing me the slightest bit of vocational training, support for food, healthcare, continued medications, car insurance and gas as I try to transition back into having an hourly job again for the first time in nearly 15-years.

After Appellee unilaterally chose to voluntarily forfeit OUR HOME, in which I had invested the totality of my life's work, earnings, and even my premarital retirement savings. While Appellee intentionally DENIED ME ANY legal or ethical NOTICE, while even refusing to acknowledge or answer my direct questions regarding the matter (which is how I KNOW it was "intentional"). Appellee, along with her teams of counsel, specifically sought to deprive me of ANY OPPORTUNITY to attempt to save my

PROPERTY INTEREST, or even to allow me to mitigate my losses, as is demanded in the 14th Amendment for EVERY United States Citizen!

At 50 years of age, both Ms. Fenton and the State of Tennessee OWED me more than being dumped off the side of a cliff into the trash, with absolutely no opportunity to obtain vocational training and transition back into the workforce, to support myself again.

- This is a BASIC inalienable RIGHT as a HUMAN BEING, as defined by the **UNIVERSAL DECLARATION OF HUMAN RIGHTS**, honored even by POOR THIRD-WORLD COUNTRIES, in Article 25:
- Everyone has the right to a standard of living adequate for the health and well-being of himself and of his family, including food, clothing, housing and medical care and necessary social services, and the right to security in the event of unemployment, sickness, disability, widowhood, old age or other lack of livelihood in circumstances beyond his control.
- EVEN THE LEAST OF THE NATIONS GLOBALLY GRANT IT'S PEOPLE THIS BASIC RIGHT TO AID SURVIVAL DURING AN EMERGENCY **BEYOND ONE'S CONTROL,** which is EXACTLY what I experienced in Brentwood Tennessee! **An EMERGENCY WHERE I NEEDED AID TO SURVIVE, DUE TO CONDITIONS FORCED UPON ME, WHICH WERE WHOLY BEYOND MY CONTROL!**

Case 1:23-cv-01097-PLM-RSK ECF No. 1-28, PageID.1662 Filed 10/13/23 Page 143 of 145

DECLARATION

I, JEFFREY RYAN FENTON, declare under penalty of perjury that the foregoing is true
[Insert Appellant/Appellee or counsel]
and correct to the best of my knowledge.

Respectfully submitted on: 1/19/2021

[Signature of Appellant/Appellee or counsel]

JEFFREY RYAN FENTON (pro se)
17195 Silver Parkway, #150
Fenton, MI, 48430
jeff.fenton@live.com
(P) 615.837.1300
(F) 810.255.4438

Case 1:23-cv-01097-PLM-RSK ECF No. 1-28, PageID.1663 Filed 10/13/23 Page 144 of 145

CERTIFICATE OF SERVICE

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

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

Clerk & Master
P.O. Box 1666
Franklin, TN 37065-1666
Fax: (615) 790-5626
Email: elaine.beeler@tncourts.gov

Court of Appeals
100 Supreme Court Building
401 Seventh Avenue North
Nashville, TN 37219-1407
Fax: (615) 532-8757
Email: appellatecourtclerk@tncourts.gov

Forwarding Date: 1/20/2021



JEFFREY RYAN FENTON (pro se)

RE: TN Courts: Help Request Form - Appeal to Supreme Court (REQUEST TO ESCALATE CASE FROM AP...

File Message Help Acrobat

RE: TN Courts: Help Request Form - Appeal to Supreme Court (REQUEST TO ESCALATE CASE FROM APPELLATE T...

Reply Reply All Forward

Jeff Fenton [redacted]
To Jim Hivner; Lisa Marsh; appellatecourtclerk; elaine.beeler@tncourts.gov; john.coke@tncourts.gov; appellatecourtclerk
Cc Virginia Story; Kathryn Yarbrough; marybeth@rothschildbklaw.com; complaints@tbpr.org
Tue 1/19/2021 11:47 PM

You replied to this message on 1/20/2021 12:03 AM.
This message was sent with High importance.

APPENDIX 14-2

2021-01-17 Michigan Unemployment Insurance EXHAUSTED - NEED IMMEDIATE RELIEF OF OP TO WORK or SUPPORT, Restutution, Damages PLEASE.pdf 295 KB

2004-02-09 WHY Fawn LOVES Jeff with Markup (Redacted).pdf 65 KB

2004-04-28 Hunts Complaint Letter (Standing-Up for Fawn).pdf

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

Hello Mr. Hivner,



Zillow Edit Save

4 bd 3 ba 2,640 sqft

1986 Sunny Side Dr, Brentwood, TN 37027

Sold: $540,000 Sold on 02/17/20 Zestimate®: $559,311

Est. refi payment: $2,293/mo Get current rates

Home value Owner tools Home details



Case 1:23-cv-01097-PLM-RSK ECF No. 1-29, PageID.1666 Filed 10/13/23 Page 2 of 74

(To need to spend 12-16 hours everyday sifting through remnants of the life that was STOLEN from you, just to GET FREE, do you KNOW HOW INHUMANE THAT IS? I have WASTED 4,000 HOURS of my LIFE this past year, SEEKING the SMALLEST DROP of JUSTICE!)

3/13/18, 6:42 PM to Fawn Fenton:

So are you blaming me in the papers, or simply seeking a fair no fault divorce?

3/13/18, 6:43 PM to Fawn Fenton:

Please put yourself in my shoes, and ask how you would survive this, if you were me.

3/13/18, 6:48 PM from Fawn Fenton:

I know, I'm so sorry. I've tried to put up with the conflict for years, because I knew how devastated you would be if we broke up, and I didn't want to do that to you. But I just can't keep going, it's killing me inside.

3/13/18, 6:49 PM from Fawn Fenton:

"Irreconcilable Differences."

3/13/18, 6:54 PM to Fawn Fenton:

Conflict is always a choice. You can never have conflict without at least two people trying to dominate each other with their opinions.

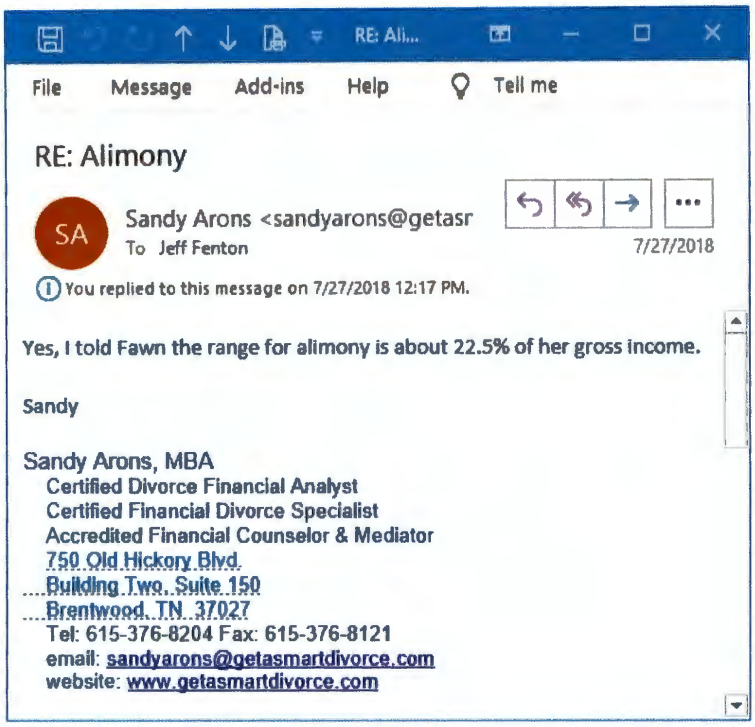
Without two people committed to changing each other's minds, more than they are committed to the other PERSON.

You know a divorce isn't God's will for us, or the reason that he brought us together.

You want to keep all the good and throw away all the bad, when EVERYONE is a mixture of both good and bad.

That's what you could never accept. That your feelings aren't always accurate. That you are an emotional roller-coaster, especially since menopause began five years ago. You are relationally unable to commit to any path of progress, to believe there is ANY hope, to visualize and walk toward the light.

That breaks my heart! Since there isn't a dang thing that I can do about that!



RE: Ali...

File Message Add-ins Help Tell me

RE: Alimony

SA Sandy Arons <sandyarons@getasr
To Jeff Fenton 7/27/2018

You replied to this message on 7/27/2018 12:17 PM.

Yes, I told Fawn the range for alimony is about 22.5% of her gross income.

Sandy

Sandy Arons, MBA
Certified Divorce Financial Analyst
Certified Financial Divorce Specialist
Accredited Financial Counselor & Mediator
750 Old Hickory Blvd.
Building Two, Suite 150
Brentwood, TN 37027
Tel: 615-376-8204 Fax: 615-376-8121
email: sandyarons@getasmartdivorce.com
website: www.getasmartdivorce.com

Please forgive the fact that much of this was not written for "public release", it was a rough draft, choppy in places, and written for the free legal HELP website, as well as for the Board of Professional Responsibility and the Board of Judicial Conduct, whom I'll also forward this to, so please likewise download the files to have the evidence to proceed with my complaints.



RE: Offer to settle - Message (HTML)

RE: Offer to settle

Fawn Fenton [redacted]
To Jeff Fenton; Fawn Fenton
Cc Sandy Arons

Reply Reply All Forward
Thu 8/30/2018 5:49 PM

You replied to this message on 8/30/2018 6:02 PM.

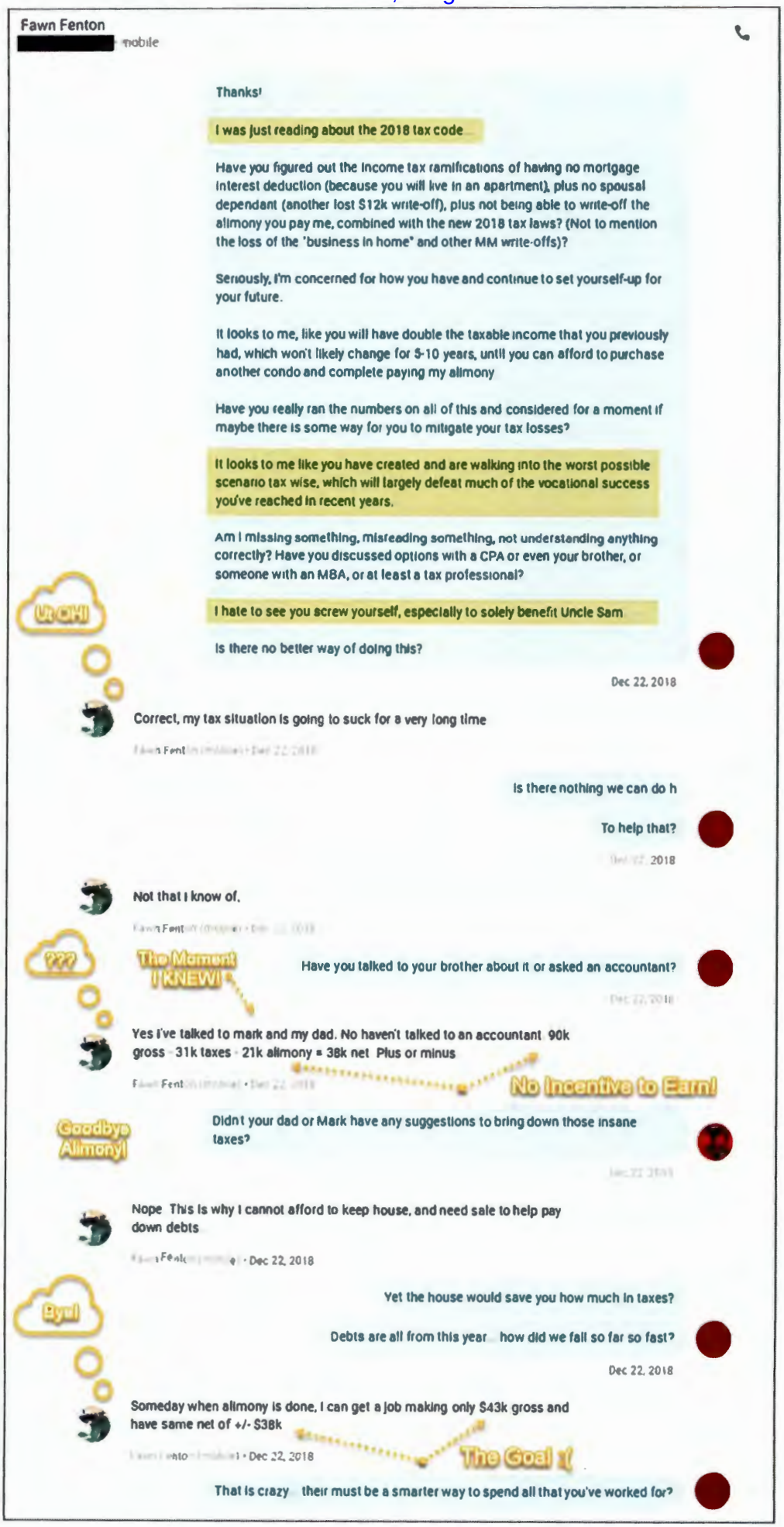
Ken says he is willing to keep paying for you to be on our plan for 1 year, maybe through the end of 2019, "as long as you don't cause more problems", heh.

Beyond that, we'll have to see where things stand with you, and with my company.

(Our office lease is up in March 2020, and Ken really wants to retire, and so there's no telling what my job will be after that.)

Hopefully the Tennessee Supreme Court can resolve this minor issue of imminent important, without which I can't work with my mother's immunity disorder, so I need to work all day every day at somehow getting Williamson County's Noose off from Around my Neck. Some sort of "peaceful protest", political or legal action, or a cure of some sort. If this fails, then I need to escalate this to the United States Court of Appeals, because I can't wait years longer to be able to work, and I believe that I have a better shot with them than the Federal Court in Tennessee. The only down side, is that the ONLY Federal portion which has been heard so far by the Tennessee Federal Court, is Ms. Fenton's BANKRUPTCY. So my best chance is to file for Bankruptcy Fraud in the United States Court of Appeals for the Sixth Circuit. Then I believe that I'll be able to add the "Color of Law", 14th Amendment, HUD violations, ADA Exploitation and Abuse. I've spoken with the FBI, and I'm hoping to possibly have the "bad players" prosecuted under the RICO ACT, since this has created a financial burden upon another States financial resources and welfare system, totally without NEED.

I'd hate to risk the potential criminal consequences for Ms. Fenton to appeal her Bankruptcy for fraud, by not disclosing my financial interest and ownership in our HOME as well as ALL the personal property inside. While The Federal Court made judgments about MY PERSONAL PROPERTY (under horrible, manipulative faith, to supercede TN State Property Income and Assets protections, which I had properly filed).


Fawn Fenton
[redacted] mobile
Thanks!
I was just reading about the 2018 tax code...
Have you figured out the income tax ramifications of having no mortgage interest deduction (because you will live in an apartment), plus no spousal dependant (another lost $12k write-off), plus not being able to write-off the alimony you pay me, combined with the new 2018 tax laws? (Not to mention the loss of the "business in home" and other MM write-offs)?
Seriously, I'm concerned for how you have and continue to set yourself-up for your future.
It looks to me, like you will have double the taxable income that you previously had, which won't likely change for 5-10 years, until you can afford to purchase another condo and complete paying my alimony
Have you really ran the numbers on all of this and considered for a moment if maybe there is some way for you to mitigate your tax losses?
It looks to me like you have created and are walking into the worst possible scenario tax wise, which will largely defeat much of the vocational success you've reached in recent years.
Am I missing something, misreading something, not understanding anything correctly? Have you discussed options with a CPA or even your brother, or someone with an MBA, or at least a tax professional?
Uh OH!
I hate to see you screw yourself, especially to solely benefit Uncle Sam
Is there no better way of doing this?
Dec 22, 2018
Correct, my tax situation is going to suck for a very long time
Is there nothing we can do h
To help that?
2018
Not that I know of.
???
The Moment I KNEW!
Have you talked to your brother about it or asked an accountant?
Yes I've talked to mark and my dad. No haven't talked to an accountant. 90k gross - 31k taxes - 21k alimony = 38k net. Plus or minus
No Incentive to Earn!
Goodbye Alimony!
Didn't your dad or Mark have any suggestions to bring down those insane taxes?
Nope. This is why I cannot afford to keep house, and need sale to help pay down debts
Dec 22, 2018
Bye!
Yet the house would save you how much in taxes?
Debts are all from this year... how did we fail so far so fast?
Dec 22, 2018
Someday when alimony is done, I can get a job making only $43k gross and have same net of +/- $38k
Dec 22, 2018
The Goal :(
That is crazy... their must be a smarter way to spend all that you've worked for?

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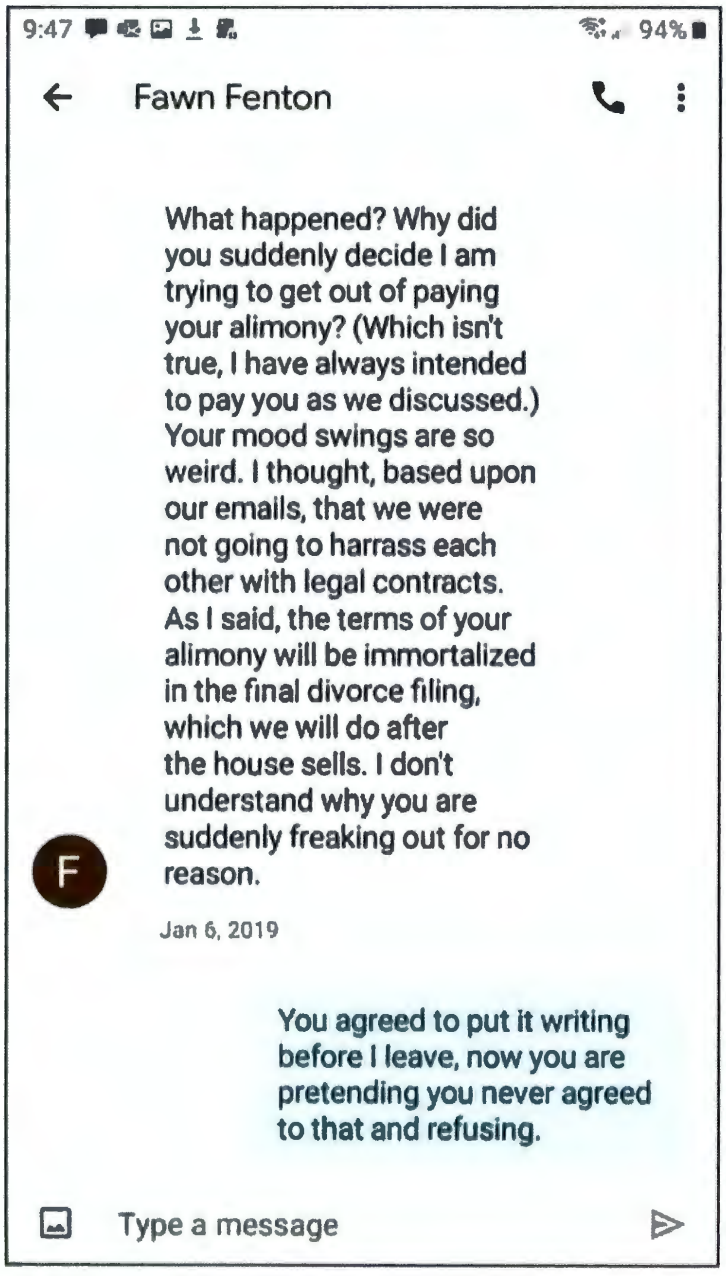
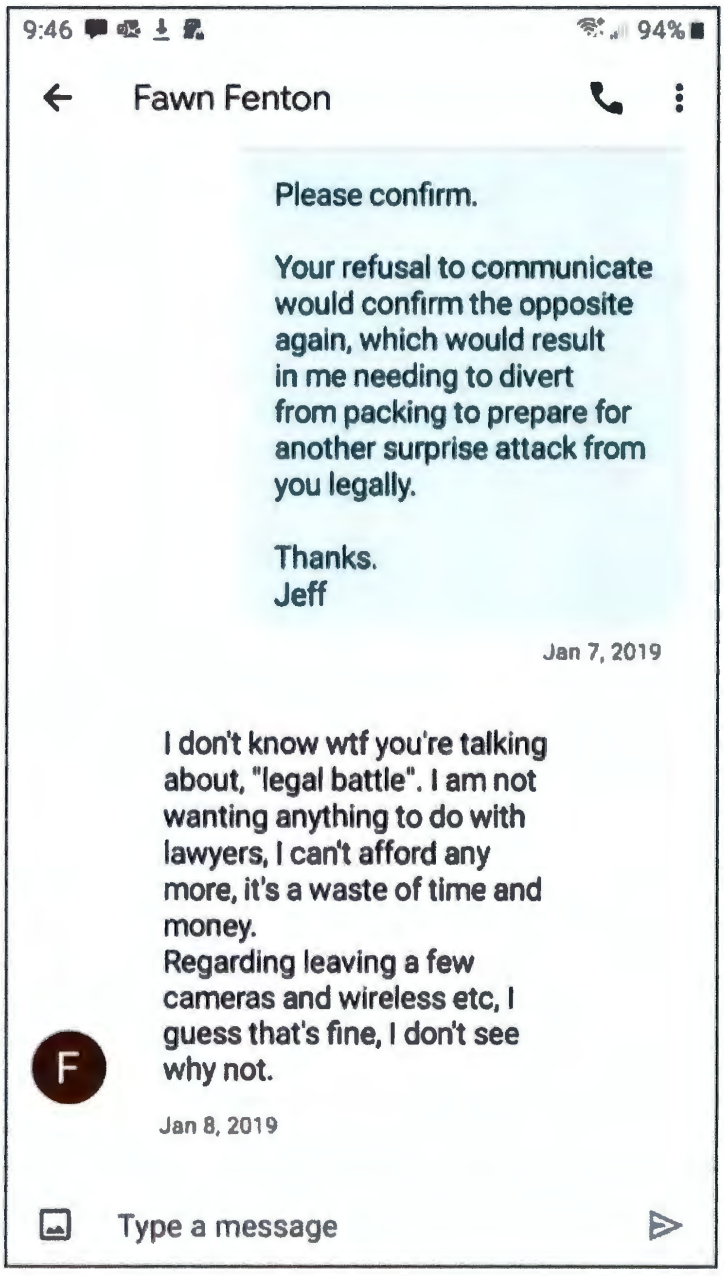
I really don't know what is worse, trying to manipulate bankruptcy fraud to solely INJURE the highly disadvantaged, disabled, unemployed, and currently unemployable spouse, while the Bankruptcy was STAGED, having known a YEAR in advance when Ms. Fenton's employer planned to retire (as documented therein), while EVERY motion in the Chancery Court was not only fraudulent, a "DECOY DIVORCE", but also intentionally planned as three separate, but simultaneous HIGH-VALUE attacks, to specificially exploint my KNOWN and documented disabilities, which just happen to be Ms. Fenton's PET PEEVES about me. That I'm TOO SLOW, and that I am psychologically UNABLE to MULTI-TASK significant tasks. That OR the denial of taking my Personal Property, to ONLY try to DISCARD it later! That is about as UNCONSCIONABLE as it gets!

Then to slap me with DEFAULT JUDGMENTS, as if the Court finds it REASONABLE to only read PART of a SENTENCE, rather than reading the WHOLE SENTENCE in context. Therre is no means by which it was REASONABLE to assume that after working myself tirelessly to turn in about 250+ pages of EVIDENCE on 8/29/2019, that I just QUIT caring about it and decided NOT to BOTHER PARTICIPATING AND DEFENDING MYSELF in the most HIGH VALUE ACTION AGAINST MY FREEDOMS AND RIGHTS, which in all honesty, I SHOULD be provided an attorney before anyone hearing. But certainly, the Judge's CLOSE and TRUSTED friend, shouldn't be filing such UNREASONABLE AFFIDAVITS, while Judge Binkley seems to have a "meet you half-way" system with Ms. Story, for some element of "plausible deniability", but in this case, NONE OF IT IS REASONABLE AT ALL!





Just TWO 30-minute HEARINGS, without DUE PROCESS with an opportunity to SAVE MY PROPERTY INTEREST, in EITHER my income or my home. "Under Color of Law", pretending that the exact opposite of the Law happens to be legal.

Case 1:23-cv-01097-PLM-RSK ECF No. 1-29, PageID.1670 Filed 10/13/23 Page 6 of 74



I held out good for my raccoon buddy in my hand tonight, and he touched both his cold little nose and his paw to my hand.

I DID IT!!!

Apr 23 2019

F OMG! raccoon!!!

Fa Fento • Apr 23 2019

Was that not COOL AS HECK? I did like you told me... Trying to keep the door barely split so he didn't come inside, while taking a video with one hand, holding out the food in the other hand, trying to focus, call to him .... And you say that I can't multi-task!

I've interacted with him a ton through the glass, and a little outdoors, but that was the first time that we touched each other. He was super gentle, with his warm soft little tongue eating out of my hand, with never the slightest nip!

Apr 23 2019

F Love little raccoon!!

Fa Fento • Apr 23 2019

Case 1:23-cv-01097-PLM-RSK ECF No. 1-29, PageID.1671 Filed 10/13/23 Page 7 of 74

This is BLATANT and CLEAR, and every day that I can't work I get a little more of my EVIDENCE sorted out, and eventually it will look good enough to be published and sent to every person in State and Federal government and the Courts from Tennessee to Michigan to Washington DC!



LYNCHINGS ARE ILLEGAL NOW!

Anyhow, I understand that because of the tremendous ROOFING DISASTER WE SUFFERED, which took up TWO YEARS OF OUR LIVES, were I had to EXPOSE two multi-billion dollar companies and one multimillion dollar company, in an effort to RECEIVE the Judgment we had won over a year ealier, so THAT is the only thing that ANYONE in the WORLD has to FEAR from me, as Ms. Fenton knowns, and I believe that you all know.

But I'm busy REDACTING Ms. Fenton's name from documents, so that they can be published without violating your HUMAN SHIELD, whom I happen to love, I have forgiven completely, and I blame the "bad actors" for BOTH of our damages! Having illegally denied my State and Federal Constitutional Rights to be HEARD, to be allowed to PARTICIPATE IN MY TRIALS, to RECEIVE DUE PROCESS BEFORE any substative LOSSES!

2018-08-06 OFFERED TO GIVE MS. FENTON MY EQUITY FOR FREE!
(Regretfully She Declined)

OUR HOME (v2.0) - Message (HTML)

File Message Add-ins Help Tell me what you want to do

OUR HOME (v2.0)

Jeff Fenton
To Sandy Arons
Cc Fawn Fenton; Fawn Fenton (fawn.tiffany@outlook.com); Terry Huff (tmhuff@comcast.net)

Reply Reply All Forward

Mon 8/6/2018 1:26 AM

You forwarded this message on 8/6/2018 1:44 AM.
This message was sent with High importance.

Hello Sandy,

Fawn came and got our fish today and we discussed OUR HOME some more. Apparently she did not understand before that I was offering to completely forfeit my equity in our home to her, provided that she LIVES in it (not for the purpose of selling the property).

I explained that I am willing to sign a Quit Claim deed, completely transferring ownership of the property to Fawn, with a separate contract specifying ONE stipulation, which is that she continue to RESIDE here at our HOME, as her primary residence, for a period of at least FIVE years.

- In the event that she chooses to put the property on the market, up for sale, transfer ownership of the property, lease or sell it by any means, then she would owe me a flat $75k for my equity.
- After five years (from the date of divorce or legal separation), she can do whatever she chooses with the home, owing me NOTHING.
- We would EACH be responsible for ALL the debts, in our OWN names, regardless of how we choose to deal with them: filing bankruptcy, paying them, not paying them, it would be each of our OWN business, and not related to any asset/debt computations.

Our personal [redacted]. (We are in agreement [redacted] put it in writing prior [redacted]

RE: Financial Consi...

File Message Add-ins Help Tell me what you want to do

RE: Financial Considerations to Keep in Mind

Fawn Fenton [redacted]
To Jeff Fenton
Cc Sandy Arons

8/23/2018

You replied to this message on 8/23/2018 3:18 PM.

Fuck no, you are going to have to buy me out.

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Thursday, August 23, 2018 2:02 PM
To: Fawn Fenton <fawn.tiffany@outlook.com>
Cc: Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: Re: Financial Considerations to Keep in Mind

Nice that you made that choice for me too!

So are you willing to surrender your equity in this house to me, so that I can try to keep our home, so that all isn't lost?

Jeff Fenton
METICULOUS.tech

Case 1:23-cv-01097-PLM-RSK ECF No. 1-29, PageID.1673 Filed 10/13/23 Page 9 of 74

So for the bankruptcy fraud, from what I can see, there is the false narrative which both Story/Ausbrooks used that our Marital Residence was MS. FENTON'S. Which as you will see by the provided documentation (and could have, should have, did know). Otehrwise my name wouildn't be listed in the WRONG FIELDS of the form, with the address!

While NO SUPPORT was disclosed by Ms. Fenton/Ausbrooks, either having taken place before or to follow, as we had many times agreed and she swore she would pay (as Ms. Story has seen multiple times by now). Even if you have the influence to withhold the EVIDENCE from one court, the TRUTH is still the TRUTH, while I have 40GB to PROVE it by all media formats!

From: Charles M. Duke <marty@mdukelaw.com>
Sent: Monday, August 5, 2019 5:39 PM
To: Jeff Fenton [redacted]
Cc: Mitchell Miller <mitchell@schafferlawfirmtn.com>
Subject: RE: Fenton v. Fenton

Jeff:

There is no definite date certain by which I agreed with Ms. Story to file an Answer & Counter-Complaint. However, until there is an Order entered relieving us as counsel in this matter, you should not file anything pro se.

Thanks. have a good evening.
Marty

From: Jeff Fenton [redacted]
Sent: Monday, August 05, 2019 5:36 PM
To: Charles M. Duke
Cc: Mitchell Miller
Subject: RE: Fenton v. Fenton

Thanks Marty.

Can you simply inform me of any critical dates which I need to self-represent by, as I can not afford further representation:

For example, when did you get the ANSWER & COUNTER COMPLAINT extended to?

Any other time critical dates would be greatly appreciated.

Thanks.

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

TECHNICAL CONSULTING, SERVICES, AND SOLUTIONS,
WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!

SUBMIT OR RESPOND TO A SUPPORT TICKET HERE.

A DIVISION OF METICULOUS MARKETING LLC

The only way this could have even taken place, is corruption, deprivation of rights under color of law, and similar Federal and State Crimes!

So for the record, yes, I wanted to be DONE communicating with Ms. Story, because she has repeatedly UNCONSCIONABLY ABUSED ME, as you will see TWO SMOKING GUNS of EVIDENCE documenting! But NEVER did I want or plan to give up my RIGHT to protect myself or participate in ONGOING litigation against me! My note OFFERRED to SACRIFICE the MONEY LOST IN OUR HOME AND THE ALIMONY which you all "beat the system", to criminally cheat me out of. NEVER, EVER, EVER did I offer to FORFEIT MY RIGHTS AS A UNITED STATES CITIZEN, or to allow any JUDGE who hasn't even HEARD me in the slightest, while DISCOVERY hadn't even begun yet, cast a DEFAULT JUDGMENT against me!



Incidentally, as Marty Duke had TOLD me that Ms. Story had agreed to an Extension for my Divorce Answer and Counter Compalint, as they had just taken over the case with only a COUPLE of days notice, from Attorney BRITTANY GATES, who NEGLIGENTLY FAILED TO PERFORM, day after day, promising me drafts of my Answer/Counter more times than I have fingers and toes! Until finally I was able to reach Mitchel, who I had met nearly a year elarier, but who was between firms and didn't take my call when I originally hired Ms. Gates. So with a COUPLE of DAYS, while both the Court and Ms. Story REFUSED to evem provide my Counsel a few DAYS to get familiar with the HUNDREDS OF PAGES of DISCOVERY I SENT TO THEM, while your FOUR synchonisly staged actions, manipulating both Federal and State Courts to INJURE me as MUCH AS POSSIBLE!

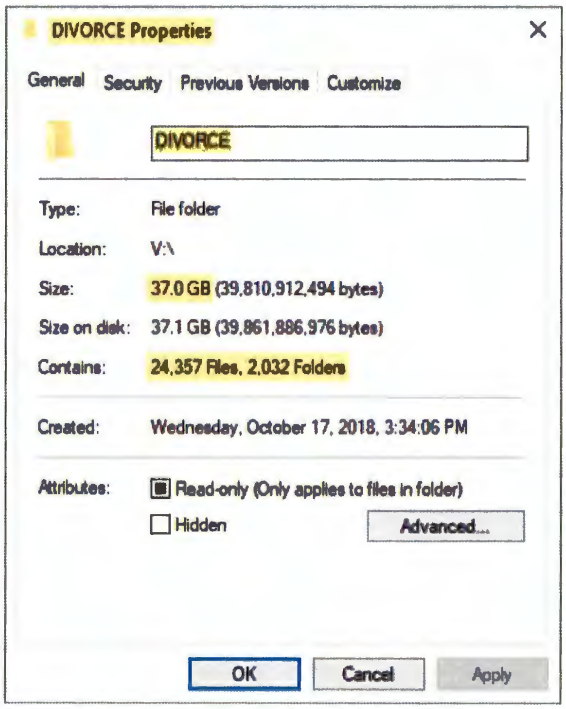
While NEVER in my life have I ABUSED MS. FENTON! She was in COUNSELING when I met her, we went to counseling both seperately and together multiple times throughout our marriage, we were involved in a few small church groups, home fellowships, with an unlimited amount of TRANSPARENCY and an open invitation to speak into our lives, and NEVER ONCE in my LIFE have I heard Ms. Fenton, a Counselor, a Friend, a Pastor, or a Church leader MENTION the WORD "ABUSE" related to our relationship in any way! We both brought our own BAGGAGE into the relationship, which incidentally we each still have, but the multiple ACTS of FRAUD which the Court and Counsel helped Ms. Fenton COMMIT and become a PARTY TO, is by far the HEAVIEST weight hanging around her neck, dragging down her physical health, while she has also had a horrible time with MENOPAUSE for the past 7-DOCUMENTED YEARS! While now her HORMONE THERAPY for MENOPAUSE has been seriously conflicting with her "XYREM", the mediation she successfully took for NARCOLEPSY for over a decade, (which costs insurance $11,000 per MONTH, so I'm not sure she can still even get it to help her sleep), causing her not to sleep for more than an HOUR or two at a time, while waking up to CONSTANTLY drenched sheets, as she had struggled with for YEARS prior to moving out, but to a lessor degree.



So we didn't sell the house because MS. FENTON changed her mind and refused to commit on PAPER to the $1,750 per MONTH in Alimony, for a DURATION of 6-YEARS, as we had both previously agreed in our "Settlement Agreement". Hence that whole action was abuse by process, and fraudulent. While the "NO TRESPASSING" signs, though not at all illegal, where your CHIEF (and really only) piece of proclaimed EVIDENCE, while in the documentation provided, you will see YET AGAIN MS. STORY (I know you are SLOW to care about the TRUTH, or your OATH OF OFFICE), that Ms. FENTON DESIGNED THOSE "DISTURBING" SIGNS AT HER OFFICE USING THEIR CAD SOFTWARE! While I've also included texts from Ms. Fenton's BROTHER stating how their MOTHER LIKES both the SIGNS and the CAMERAS, because they make her feel like MS. FENTON IS SAFE!

As for the OP, based upon TEXT messages and emails, that all Ms. Fenton needed to do was click "BLOCK" on her phone and email, while I obviously had some EXTREMELY LEGITIMATE REASONS FOR BEING DISTRESSED, as Ms. Fenton DEMOLISAHED MY ENTIRE LIFE UNILATERALLY, while calling HER CREDIT CARD DEBT (which was completely paid off before all of this started), which she used for HER COUNSEL REPEATEDLY in MULTIPLE COURTS and ACTIONS, while affording me no counsel at all, despite having her testimony to the opposite in an openly recorded conference we had at the beginning!

While the OP made a TON of OUTRAGEOUS claims that couldn't be FURTHER from the TRUTH! With the BLATANT ENTIRELY FALSE CLAIM that I said all the time that I was a member of the "EXTRACTION TEAM", which is a TERM that I had NEVER EVEN HEARD BEFORE, that EVERYONE who KNOWS me can testify they have NEVER heard me say, because I had never heard of it OR said it before reading it in your wild "NARRATIVE" which I compare to the "Land of OZ".



We haven't covered 1/10th of my REAL EVIDENCE yet!

Yet though you've manipulated the OP to use Ms. Fenton as a HUMAN SHIELD in an effort to protect YOURSELVES from public EXPOSURE (like I did with the bad roofing billionares), to eventually have their TOP TIER corporate attorneys CALL UPON ME to draft up a mutually agreeable settlement. While Ms. Fenton at the same time had the Davidson County Sheriff's Department LEVY FIVE of the roofing company's WORK TRUCKS, including the Owner's PERSONAL TRUCK, to be AUCTIONED off to pay our judgment! While they still had the nerve to hire some arrogant corporate bankruptcy guy to try to smash ma and pa Fenton with a "MOTION TO QUASH", claiming the trucks were the PERSONAL PROPERTY of the owner, not business property. While we had high resolution photos showing them all in their glory at the impound lot, with ladder racks, shingles, shovels, etc... in the rear beds, with logos covering every side. We pierced their veil of CORPORATE protection, and they were ordered to PAY THE ORDER or their trucks would be auctioned as planned!

While I already had the PEOPLE VOLUNTEERING TO PAY THE MONEY FOR THEM, the whole "motion to quash" was because the OWNER did not want for him and his wwife to be required to sign HOLD HARMLESS agreements against Ms. Fenton and myself, as I had negotiated! But after that stunt in Court, everything was finally DONE within 24-hours. But it COMPLETELY CONSUMED TWO YEARS OF OUR LIVES! While though we were compensated for our judgment, interest, plus $10k if I could take down the YouTube Channel and the WordPress Blog which told their WHOLE UNETHICAL STORY IN GRAPHIC DETAIL! (95% of the FIRT FOUR PAGES OF GOOGLE GRAPHIC! Very similar to all the EVIDENCE I have in this case, which you like to strong arm and usurp "under color of law". But whether in the State of Tennessee, the Sixth Circuit Court of Appeals, or through political and public efforts to exercise my FIRST AMENDMENT RIGHTS to SPEAK THE TRUTH, as damaging to you as you ALLOWED THE TRUTH TO BECOME! While also having the protection of Tennessee's ANTI-SLAPP law.

You can not (for long) "LEGALLY" deny a man public redress of HONEST and incidentally CRIMINAL actions taken to forcefully deprive him of EVERYTHING in his life, while even being INHUMANE ENOUGH to KEEP A NOOSE around his neck, preventing him from even working for $10 - $15 from HOME to help pay for his most basic LIVING EXPENSES! That is not only INHUMANE, and a violation of EVERY Oath of OFFICE, Code of Conduct, Judicial Canons, State and Federal Constitutions and Laws, but it is also HIGHLY DISCRIMINATORY because NEVER IN A MILLION YEARS would Chancellor Michael W. Binkley have allowed a WOMAN to be treated as I HAVE been treated by the Court! As much as we all like to defend women, that is now known as GENDER DISCRIMINATION! Not to mention the INSANE amount of ADA abuse, harrassment, exploitation which you have committed.

As even the BIBLE says, that what is DONE IN SECRET, shall be BROUGHT INTO THE LIGHT! While this is 100% IRREFUATABLE EVIDENCE WHY their should be INCREASED TRANSPARENCY AND ACCOUNTABILITY in EVERY COURT ROOM, CIVIL OR OTHERWISE! Why do you think it is, that the WEALTHIEST COUNTY in the State of Tennessee, keeps NO RECORDS or even cheap audio recordings of their Civil Hearings for TRANSPARENCY and protection of the PEOPLE, from EXACTLY this sort of collusion and corruption"?

This is also DEFINITIVE PROOF that NO JUDGE should hear an ARGUMENT by any attorney whom they are "FRIENDS" with! THERE CAN BE NO JUSTICE IN A COURT OF "FRIENDS!" (This case was just TWO fquick trials, a very complicated marriage and subsequent divorce, none of which you addressed at all, opting instead fot the "DECOY DIVORCE"!) SO as they say with EVERY case of malicious litigation and judicial corruption, this is a "CASE WITHIN A CASE". The inside case of my marital relationship is hardly worth rehashing. All that is there is more LOSS for BOTH of us! But the CASE of how the Court and Counsel unconscionably violated a multitude of State and Federal laws, Constitutional and otherwise, along with oaths of office, and every level of ETHICAL CARE or the furthest thought of "IMPARTIALITY". EQUAL AND DUE PROCESS, or even providing a means for ME TO SURVIVE THIS DIVORCE WITHOUT BECOMING LITTERALLY HOMELESS HAD MY MOTHER NOT INTERVENIED AT THE AGE OF 51, which I had a beautfful $500k HOME which I had my LIFE, my PRE-MARITAL 401k RETIREMENT SAVINGS, and around $20k leveraged from the EQUITY of my PER-MARITAL DUPLEX AND HOME to invest in our MARITAL RESIDENCE!

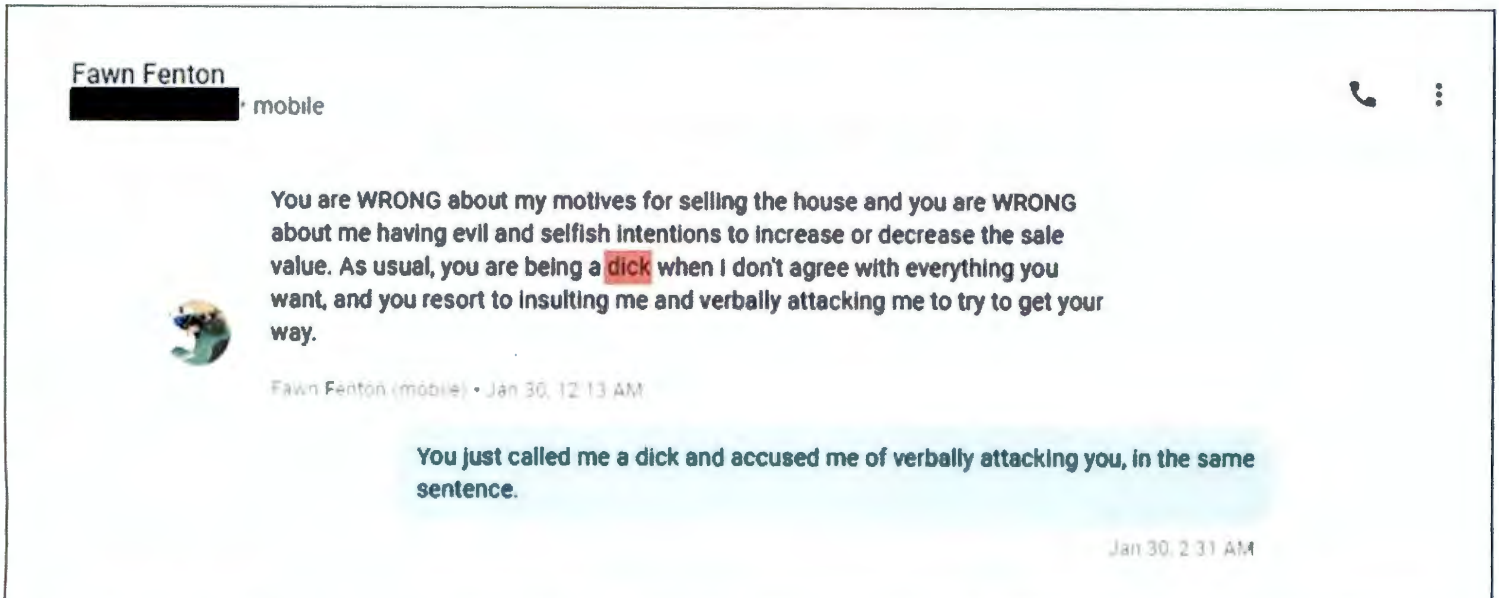
If it looks like a duck, if it quaks like a duck....

This is SO outrageously ABSURD to even PRETEND has been done by anything OTHER than "CLOSE TRUSTING FRIENDS"! You just made the PERFECT ARGUMENT for why the State of Tennessee MUST erect PROTECTIONS for the Citizens of Tennessee, between those who DECIDE the laws, and those who ARGUE the laws in their courts!

You got GREEDY! Mean, cruel, unconscionable, and inhame....

I hope that you are disbarred and find yourself in a cell beside Casey Moreland! Because that "patriarchial old guard", which the State of Tennessee claims it is trying to move away from, which I now refer to as "PLANTATION LAW", is an ABOMINATION of JUSTICE!

I hope that the State or Federal Courts, or public outcry, holds you fully accountable, so that you can FEEL what I FELT at your abusive HANDS!



Anyway, Cherio!

Whether in State or Federal Court, in Tennessee or afar, as long as you and Judge Binkley keep a NOOSE around my neck, ALL that I LITTERALLY CAN DO IS FIGHT TO EXPOSE YOUR CORRUPTION, to work toward common sense legal reform throughout the State of Tennessee, like NOT allowing your ADVERSARIAL COUNSEL to write-up COURT ORDERS against a Pro Se litigant, without allowing them to even participate in the PROPOSED/AGREED Court Order Process, as is allowed in some more ETHICAL Judicial Districts in Tennessee!



(RIGHT BEFORE THE STORM CAME THROUGH.... TWO HARD YEARS OF FIGHTING, TO GET FIXED AND PARTIALLY COMPENSATED.)

Based upon the EVIDENCE from this CASE (the external case of malicious litigation and judicial corruption), I see the FOLLOWING changes as JUSTIFIED AND NECESSARY! Actually, I see no reason other than CORRUPTION to NOT implement these changes, which I am suggesting to the Supreme Court:

- Be friends with whomever you want, but NO-ONE should be allowed to hear an ARGUMENT by a "FRIEND"! Although Judge Binkley claims that he can "separate" or compartmentalize opposing interests in his mind, he in fact did NOT do that! I can see NO JUSTIFICATION for the State of Tennessee to keep "playing with fire" on this issue! Without an IMPARTIAL TRIBUNAL, the entire JUDICIAL SYSTEM IS OF NO VALUE TO THE CITIZENS OF TENNESSEE! It becomes a powerful EVIL POWER yielded bny the slect few, who were SELECTED to SERVE the PEOPLE!

- It is TIME to quit asking a MAN if he can FLY, when by the simple NATURE OF HUMANITY, none of us can FLY! Judges are not "SUPER HUMANS"! While if they TELL US that they ARE, we need to send them in for psychological evaluations, question their motives for such irrationalness, caring more for their own recreation than their service to our State and Country! That is a clear violation of the Judicial Canons, and I don't know WHY it hasn't been FIXED YET! But now I belive you pushed it into the ABSURD CLARITY!

- The Williamson County Chancery Court told me on a recorded phone conversation that the ONLY reason there is the ADA line at the bottom of Court summonses, is in case someone needs a WHEELCHAIR brought out CURBSIDE to help a person get from their vehicle into the building! Insisting that beyond that, no other ADA allowances or exceptions are granted. That is in start violation of Tennessee's 2.07 ADA Administrative Order, along with the American with Disabilities Act!

- Chancery told me in the same recorded phone call, that their aren't any forms or information available for Pro Se parties. Recomming repeatedly that I hire an attorney instead, while I think that is a wonderful idea, but my ex-wife secretly blocked me out of all of our active MARITAL income and credit lines!

- I belive that the LITTERATURE, SIGNAGE, ABOUT JUSTICE FOR ALL, TNCOURTS.GOV, and ADA FORMS should be UNIFOR IN EVERY COURT HOUSE IN THE STATE OF TENNESSEE!

- I furthermore, do not belive that JUDICIAL DISTRICTS should be ALLOWED to make ANY "RULES" which could in turn DISCRIMINATE against a people group! Whether that is "socioeconomic" (it seems that I've read that term somewhere), due to disabililty, or just because they don't want to lose their LIFE'S SAVINGS to someone who earns 25x per hour MORE than they do!

- I came up with a little tag line, **"Where THRANSPARENCY and ACCOUNTABILITY are stifled, CORRUPTION THRIVES!"** If I have my way, you have created your own worst nightmare, by IMPROVING the JUDICIAL INTEGRITY of the STATE OF TENNESSEE!

- That along with the tagline, "THEIR CAN BE NO JUSTICE IN A COURT OF "FRIENDS"!"

- Catchy, eh?

- Ok, I've got to get this on it's way. Please forgive the magnitude of my overwhelmdness, but then I have disabilities, which have been INTENTIONALLY EXPLOITED by MULTIPLE COMPROMISED MEMBERS of high repute, power, and authority. I may be expected to write a BRIEF and stand up against another MAN or WOMAN, but surely I'm afforded SOME PROTECTIONS FROM CORRUPTION under the Laws of this great land!

- Let's finish this up HERE, FAIRLY AND JUSTLY, NEVER AGAIN INSIDE A WILLIAMSON COUNTY COURT ROOM! If this must get escalated to Federal District Court for bankruptcy fraud, for your OTHER crimes against me under "COLOR OF LAW" then you will really make youself out to be a rank member of the Court, working in the EXACT OPPOSITE OF YOUR OWN CLIENT'S INTERESTS, strictly to ABUSE the disadvantaged and disabled party you caused unconscionable abuse and harrassment to!

DUE TO COVID-19

I NEED to get a JOB from HOME

Because of my Mother's Health

Which I CAN'T DO with this STUPID OP!

Please have the OP REMOVED and EXPUNGED or Start Sending Me

SUPPORT PLEASE!

ASTHMA, ALLERGY AND IMMUNOLOGY CENTER

S. Anne, M.D. R. Botta, M.D. I. Badr, M.D. R. Mahajan, M.D. H. Azzam, M.D.

Patient Name: Marsha Fenton
Visit Date: 7/2/2020

Thank you very much for letting me participate in the management of Marsha Fenton, who was seen by telephone consultation on 07/02/20. Marsha states that her IgA deficiency has been stable. She denies any upper or lower respiratory tract infection. She has been following strict avoidance measures from exposing to the COVID-19 infection. She is wearing the mask. She is staying home. Her son also stays with her, who is not working at this time. She denies any fever, chills, or rigors. She denies any upper or lower respiratory tract infection.

PHYSICAL EXAMINATION: Deferred at this time since this was done by telephone consultation.

IMPRESSION: Ms. Marsha Fenton has:
1. IgA deficiency, and
2. Chronic rhinosinusitis.

RECOMMENDATIONS:
1. Marsha is prone to develop recurrent infections. Therefore, I advised her to follow strict isolation measures from exposure to COVID-19 infection.
2. Since her son stays with Marsha, I strongly recommend that her son should do his work from home since it will reduce significantly the risk of exposure of Ms. Fenton to the COVID-19 virus.
3. A follow-up appointment has been scheduled in one year but I advised her to contact me as soon as the pandemic is over for further evaluation and treatment.

Signed Electronically By Suresh Anne, MD
Signed Date: 7/3/2020 9:16:00 AM

E-Faxed to Ravikumar Peddireddy, MD On 7/3/2020 9:16:00 AM

THE UNIVERSAL DECLARATION OF Human Rights

WHEREAS recognition of the inherent dignity and of the equal and inalienable rights of all members of the human family is the foundation of freedom, justice and peace in the world,

WHEREAS disregard and contempt for human rights have resulted in barbarous acts which have outraged the conscience of mankind, and the advent of a world in which human beings shall enjoy freedom of speech and belief and freedom from fear and want has been proclaimed as the highest aspiration of the common people,

WHEREAS it is essential, if man is not to be compelled to have recourse, as a last resort, to rebellion against tyranny and oppression, that human rights should be protected by the rule of law,

WHEREAS it is essential to promote the development of friendly relations among nations,

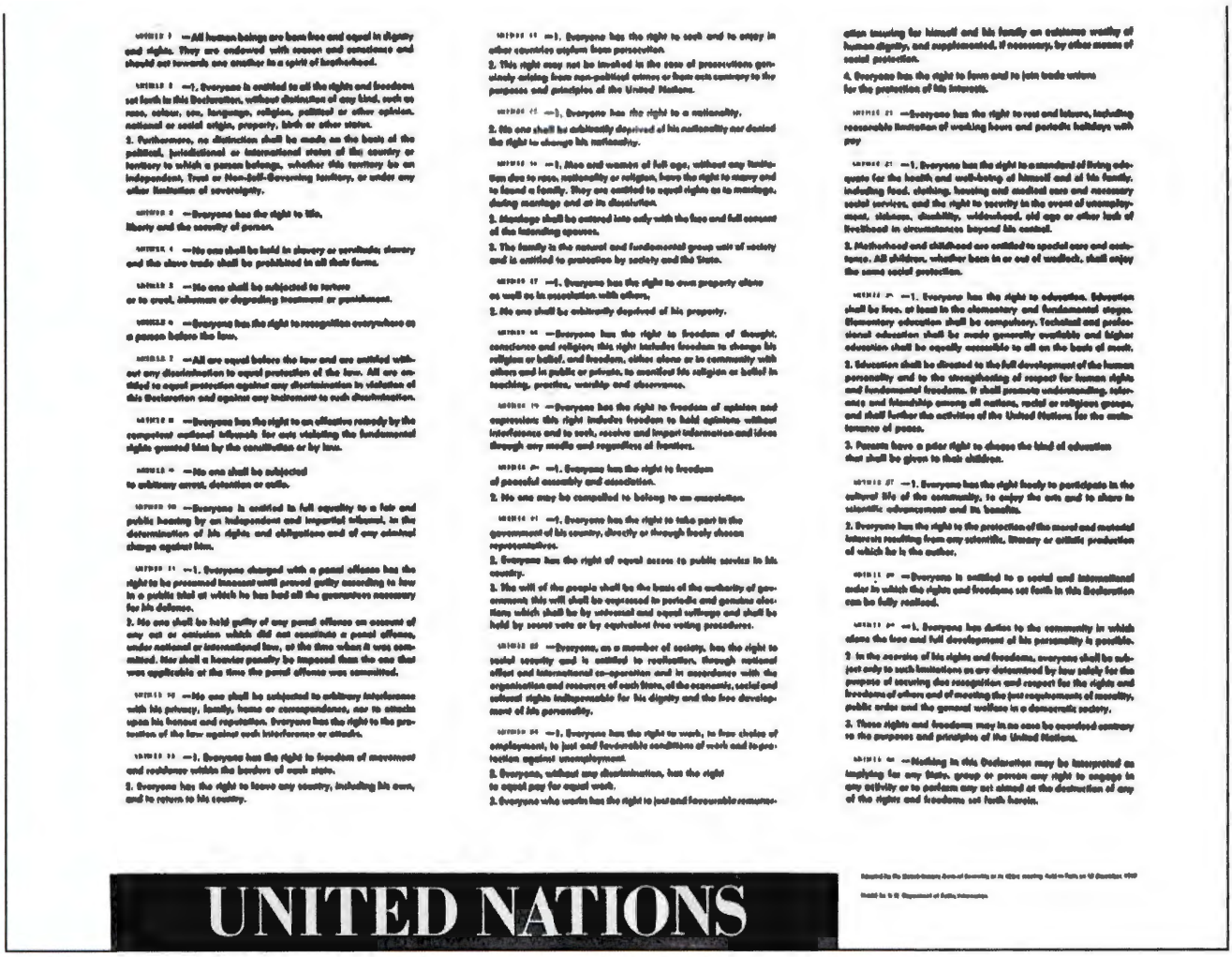
WHEREAS the peoples of the United Nations have in the Charter reaffirmed their faith in fundamental human rights, in the dignity and worth of the human person and in the equal rights of men and women and have determined to promote social progress and better standards of life in larger freedom,

WHEREAS Member States have pledged themselves to achieve, in co-operation with the United Nations, the promotion of universal respect for and observance of human rights and fundamental freedoms,

WHEREAS a common understanding of these rights and freedoms is of the greatest importance for the full realization of this pledge,

NOW, THEREFORE, THE GENERAL ASSEMBLY

proclaims this Universal Declaration of Human Rights as a common standard of achievement for all peoples and all nations, to the end that every individual and every organ of society, keeping this Declaration constantly in mind, shall strive by teaching and education to promote respect for these rights and freedoms and by progressive measures, national and international, to secure their universal and effective recognition and observance, both among the peoples of Member States themselves and among the peoples of territories under their jurisdiction.



UNITED NATIONS

Thanks you!

Jeff Fenton

17195 Silver Parkway # 150
Fenton, MI 48430-3426

Phone: (615) 837-1300
Fax: (810) 255-4438

Jeff Fenton

From: Jim Hivner <Jim.Hivner@tncourts.gov>
Sent: Wednesday, February 17, 2021 1:11 PM
To: Jeff Fenton
Cc: Lisa Marsh
Subject: Re: FW: NO: M2019-02059-COA-R3-CV | Please File Attached "Request for Modification" (per Judicial Branch Policy 2.07) and Fax or Email Time-Stamped First-Page for Confirmation (ATTACHMENTS #1) (BATCH-13)

Follow Up Flag: Read
Flag Status: Flagged

Mr. Fenton:

The Supreme Court has access to all documents filed in the Court of Appeals. The Court generally does not review other documents not included in the record. You do not need to email all of these documents to us.

Jim Hivner

I'M REQUESTING "IMMUNITY" FOR WIFE PLEASE! FROM CIVIL AND CRIMINAL CHARGES!

She could have never even harmed HERSELF as much without the powerful, corrupt, elite "FRIENDS" which empowered her FAR beyond the reach of any LAW!

While I'm pretty darn sure that this entire scam was the "BRAIN CHILD" of Attorney Virginia Lee Story!

(BATCH-13)

I need to take a break for about an hour, then I will look around some more… I've been at this for a few days now, trying to get my best piece of work back togther that crashed. But it won't be recoverable soon, the entire documet structure for about 600 pages fell apart.

In the next filing you can see that I restructured things, to be an approximately 50 page "application", then about a "50" page adhoc "appellant brief" (the best I can do), with the rest of the EVIDENCE chronologically organized into APPPENDIXES, so I don't quuite so absurdly break the document barrier.

Going on break now… thanks for both of your help!

By the way, I meant to clarify, in that email where I first appeal to the SC on the 19th, about half way through I changed from speaking "first person" from YOU Mr. Hivner, to speaking "first person" to Ms. Story.

No where was that clear, except in my tone and claims, so I just want to clarify that I wasn't intending to attack either of you at all! I didnb't really "catch it" at the time, and I didn't want you to think that I was screaming at either of you. My appologies for any confusion I caused there.

I know that you both are "stuck in the middle" of this whole ordeal. I appreciate your patience, tollerance, and help.

Jeff Fenton
17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300
Fax: (810) 255-4438

Jeff Fenton

From: Jeff Fenton [redacted]
Sent: Friday, October 16, 2020 4:01 PM
To: appellatecourtclerk
Cc: Lisa Marsh
Subject: RE: M2019-02059-COA-R3-CV | FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio (BATCH-5.75)

Importance: High

I only provide all that Fraud stuff about Fawn, to hopefully convince the Court that she lied, and that I'm not the person that they made me out to be.

If you are able to grant me my wish of restoration and expungment without this going any further, then you can skip adding any of that to the record which will unnecessarily expose her privacy or mistakes in life. I know that she has paid the "price" for her bad choices. I have no wish at all for her to be harmed further by the law or anyone else. So only post it to my record if I need to keep on fighting legally to clear my own name. Otherwise you can throw it all in the trash.

I wish I had enough time to reformat that one affidavidt… my mom spell checked it for me last night, and when she did she broke the page formatting for all the tabs… and I just didn't have enough time to fix it all.

Otherwise I prefer a cleaner product.

I believe that is it for tonight… I've been awake a long time. I'm going to bed now.

Thank you.

JEFF FENTON
17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300

From: Jeff Fenton [redacted]
Sent: Friday, October 16, 2020 3:52 PM
To: appellatecourtclerk <appellatecourtclerk@tncourts.gov>
Cc: Lisa Marsh <Lisa.Marsh@tncourts.gov>
Subject: RE: M2019-02059-COA-R3-CV | FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio (BATCH-5.5)
Importance: High

Here's what I'm going to miss the most about our house and Tennessee, besides our family… we called them our "yard pets". They came and ate on our rear deck everynight. I put out their food and called them, and they arrived within five minute.

Some things in life money just can't buy you.

- https://www.youtube.com/channel/UCJuPUE8indVoWyEiFWdl6Jg?view_as=subscriber

Thanks for any help you can provide ending this chapter so I can move on.

JEFF FENTON
17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300

From: Jeff Fenton [redacted]
Sent: Friday, October 16, 2020 3:47 PM
To: appellatecourtclerk <appellatecourtclerk@tncourts.gov>
Cc: Lisa Marsh <Lisa.Marsh@tncourts.gov>
Subject: RE: M2019-02059-COA-R3-CV | FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio (BATCH-5)
Importance: High

Batch Five…

JEFF FENTON
17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300

From: Jeff Fenton [redacted]
Sent: Friday, October 16, 2020 3:43 PM
To: appellatecourtclerk <appellatecourtclerk@tncourts.gov>
Cc: Lisa Marsh <Lisa.Marsh@tncourts.gov>
Subject: RE: M2019-02059-COA-R3-CV | FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio (BATCH-4)
Importance: High

Batch Four…

JEFF FENTON

17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300

From: Jeff Fenton [redacted]
Sent: Friday, October 16, 2020 3:37 PM
To: appellatecourtclerk <appellatecourtclerk@tncourts.gov>
Cc: Lisa Marsh <Lisa.Marsh@tncourts.gov>
Subject: RE: M2019-02059-COA-R3-CV | FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio (BATCH-3)
Importance: High

Batch Three…

JEFF FENTON
17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300

From: Jeff Fenton [redacted]
Sent: Friday, October 16, 2020 3:26 PM
To: appellatecourtclerk <appellatecourtclerk@tncourts.gov>
Cc: Lisa Marsh <Lisa.Marsh@tncourts.gov>
Subject: RE: M2019-02059-COA-R3-CV | FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio
Importance: High

Batch Two…

JEFF FENTON
17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300

From: Jeff Fenton [redacted]
Sent: Friday, October 16, 2020 3:20 PM
To: appellatecourtclerk <appellatecourtclerk@tncourts.gov>
Cc: Lisa Marsh <Lisa.Marsh@tncourts.gov>
Subject: M2019-02059-COA-R3-CV | FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio
Importance: High

Hello Justices,

Please find attached my "2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio", which covers the authenticity of the transcripts for the 8/31/2019 hearing, both the audio Version and the

Transcribed with TIME MARKERS every paragraph to sync with the audio. Also find attached the "2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances". These both cover a broad spectrum, which I believe completely, irrefutably, disprove ALL THREE ACTIONS by the Trial Court.

Money is no longer my goal… I'm simply unable to seek financial restitution without legal Counsel. Likewise, with as hard as I have worked, and I have worked probably 16 hours per day on this for LITERALLY MONTHS, I'm just not capable of narrowing down

- DOCUMENTED DIVORCE EVIDENCE,
- 36.6 GB of Data
- 24,020 FILES
- 2,001 FOLDERS

I could create a storyboard website or blog, write a book or a miniseries, but there is no way I can fit this much evidence that EVERY ACTION TAKEN AGAINST ME HAS BEEN FRAUDULENT, IN BAD FAITH in a legal document like a BRIEF, without at least a few more months to work EVERYDAY on it, or if you were to provide me with competent Counsel. I thought that I could do it, and I believe that you will find that I have done a LOT of work, but the entire Narrative of Ms. Story is FALSE. As you will also find if ANYONE ever reads my "ONE AND DONE" filed on 8/29/2019: TRv1-3, Pages 119-380.

I'm attacheding a copy of my "TECHNICAL RECORDS Glossary.xlsx" Spreadsheet Also, if anyone there can help me and might find that useful.

The reason I need such an excesive amount of stuff attached to my record, is because Ms. Story totally exploited my disabilities, with basically a "decoy" divorce, because it was far cheaper and more effective than telling the TRUTH about anything!

As such, I am missing a LOT of significant PROOF that Ms. Story and Judge Binkley didn't treat me ethically or legally.

I understand how powerful they both are, which is why I KNOW that I have no hopes of receiving any financial restitution from them, without Counsel and another five years of my life to devote to this.

I just want all the LIES removed, no record as an ABUSER, as a STALKER, a simple non-contested divorce with no alimony due either party, ever! With any of the bogus legal fees for Ms. Story or Ms. Fenton charged back to Ms. Fenton. While I'm not even seekig restitution for my legal fees, if you could please just order Williamson County Court to pay the fees for this appeal, both their fees and yours. I believe there is more than adequate fault they have significant exposure here.

I also need the Order of Protection both terminated and expunged from existence, so that it won't keep hurtiing my already terrible vocational opportunites please.

If you all can accomplish that, without the need for me to write a Brief, or their reply brief, or anything else, then I will be satisifed with that, and move on with my life!

I know that legally I'm due probably a mid-six figure judgment, but I also know that I'll never get it! So at age 51, I just want to have my NAME, my REPUTATION, and my CONSTITUTIONAL RIGHTS restored as though none of this craziness took place!

If that is not possible, then please provide me with legal counsel, because surely anyone who listens to the audio recording of the hearing on 8/29/2019 WHILE FACT CHECKING EVERYTHING STORY/BINKLEY say with the previous judgment and both sets of transcripts, NOTHING lines up! They just relentlessly BULLIED me darn near to death!

If you can't either provide the simple cure requested above, or provide me with legal counsel to draft my brief, along with the time for them to do so, knowing there is a LOT of Discovery in this case, which without seeing it is really overwhelming and surpasses most peoples ability to BELIEVE. That is why the AUDIO TRANSCRIPTS, along with the documented PROOF I'm sending you here and in several subsequent emails (due to file size), asking that you please supplement my record with each. Whle PLEASE recording the 8/29/2019 TRANSCRIPTS OF EVIDENCE as TRANSCRIPTS OF EVIDENCE instead of leaving it burried in my Technical Record as Williamson County did it. I spent $500 and I couldn't tell you all the work I went through to try to do that correctly 15 differerent ways, buty Williamson County REFUSED to file that as a Transcript of Evidence. Now that I'm supplying you with the AUDIO RECORDING (which Judge Binkley gave me permission to record) as well as the written transcripts, with time markers written throughout the transcripts the top left of each paragraph, it is SO EASY TO VERIFY, it is much more reliable than a single media format! While the AUDIO format is essential to know the TONE, FORCE, and ways which we all communicated, to be able to separate out what was clearly abusive.

As stated, I'm about to send you probably close to a dozen emails of files, asking that you PLEASE add them to my record so that it contains an element of TRUTH!

If you want to SEAL all the records when this is over, to protect us ALL from embarrasement, I am fine with that. I just don't want the Court hiding their faults, burried in the technical records instead of as a transcript of evidence, while exposing all of our dirty laundry.

Also, if none of these solutions will work for you, then please transfer this appeal to the Eastern Tennessee Court of Appeals. I'm hoping they will have less conflicts of interests relationally, but I really don't know. I just read that they are quite vigelant at prosecuting bad Judicial actors. Plus I really like that one Suppreme Court lady from over there… Sharon G. Lee. I have a tremendous amount of respect for her, putting the US Constitution above both TN law, and the people who administrate those laws. I really like this opinioin of hers: https://www.tncourts.gov/sites/default/files/christensenj.opn .dis .pdf (It was the article that the language on our No Trespassing Signs were based upon.)

Case 1:23-cv-01097-PLM-RSK ECF No. 1-29, PageID.1689 Filed 10/13/23 Page 25 of 74

I'm planning to live with my mother now for the rest of her life, so as much as I hate Michigan, I expect to live out the rest of my life here. While though I absolutely loved Tennessee and Williamson County, living in Middle Tennessee for 25 years, I will never step foot on Tennessee Soill again, unless I must to seek the restitution of my NAME and RIGHTS. I lost too much way too quickly, while finding that without $$ I had no voice at all!

Please don't take that personally. I loved the people there, but in 7.1 minutes of my testimony, with only TWO short 30—minute court hearings, I lost everything that I loved in my LIFE! Then I was chased out nearly at gun point, which Virginia Story went to Federal Court to obtain an order to sell my personal property, which she made me leave there, in an attempt to supercede Tennessee State law. She wanted to deny me my $10k personal property exemption, and tried to extort $2k from my mother for puffed up storage charges, or said that she would sell or discard of my stuff. I don't mean to be rude, but that woman belongs behind bars! I've dealt with alol sorts of people in my life, but I've never dealth with anyone as absent of a soul as her, on either side of the law.

Since I'm NOT seeking money, since you will SEE and HEAR I have been terribly violated by Ms. Story under the pretense of law, I don't see why their would be any need for her to have an opportunity to write a brief, or to drag this out further. She is the one who deserves to be charged with crimes. She is the one who would owe me hundreds of thousands of dollars, but I know that I'll never get it, so I'll just be better off to let go of any money!

Additionally, my ex-wife is broken and destitute from this all. She is currently unemployeed and bankrupt. I know that she will recover, but she won't even try until after this action is over with, for fear that she will be forced to pay me alimony, and I'd rather just close that door and assure her that she is free to try to live the best life that she can.

So I'm hoping that this once the COA can make an exception for all of our best interests. There just isn't anyleft left to gain, without either myself or Ms. Fenton losing MORE, both of which are unacceptable consequences to me. Please don't allow them to file charges against Ms. Fenton, because she could have never done MOST of this without POWERFUL: PEOOPLE who could lift her OVER the laws.

If anything bad will happen to Ms. Fenton, then I will need to battle this out with the Courts to try to protect her, from the bigger bullies on the playground. Otherwise, I just need my life back please!

Please let me know any questions or concerns you have.

Thank you for considering my request.

Everything to follow in the next two days will be in regards to this action, requesting to be supplemented to my record please.

Again, I do ask that this all be looked at and considered by THREE of the JUSTICES at the Appellate Level, so that one judge alone who is buddies with either party can't just sweep this under the rug. I

know that we'd like to think that isn't the sort of World we live in, and I know nothing about any of you personally, I just know how Nashville works.

For anyone who is concerned that I might been a nut case, then listen to the audio first please! Plus, though the court heard me speak a whole 7.1 minutes to decide that I'm a danger to society, my psychiatrist and my psychotherapists, have literally spent HUNDREDS of hours with me, and believe exactly the opposite, as the documention which you hjave in my ADA mod request shows… which I will attach here again.

Both are LIFE LONG Brentwood residents. Terry Huff my Psychotherapist's family has been living in Williamson County since the 1800s! His parents founded Agape, Huff Groccery in Brentwood, and were tremendously respected and wonderful people, as is Terry. He would never attest to anyone being "safe" who is dangerous, for any amount of money. He won't even accept a free book without buying it!

As for my Psychiatrist Dr. Richard Rochester, besides being an expert in his field, he grew up in the shadow of US District Middle Tennessee Judge Thomas Wiseman, trying to live up to his standards, since they were his wife's parents.

I may have any voice, power, or money here, but these people are all SALT OF THE EARTH, and their voices echo that I AM NOT DANGEROUS TO MS FENTON OR ANYONE ELSE! Terry Huff has even met with both me and Ms. Fenton together, way more recently than Ms. Story's claim of us not communicating in her OP application, so Terry knows about some of Ms. Fenton's challenges too, and has watched the dynamic between us, and knows that my heart only hurts for her! If I could give her everything we had together back and just walk away empty handed, I wouild in a heartbeat, but I wanted my "legal share", which ended up not being something Ms. Fenton was willing to part with, so we lost everything. I wish I had a clue earlier, so that at least I could have left her in a better place than I found her in, 15-years ago. But regretfully I don't have that power.

Please let me know when you all decide, how I should proceed. If you can't cure my name, reputation and civil rights without me writing a BRIEF, I will waste months more of my life on it, but I've already been in this basement in Michigan for a year, and would like to get to have some good memories with my mother while she is still able to get around and about.

Thank you for your consideration.
Jeff Fenton

Case 1:23-cv-01097-PLM-RSK ECF No. 1-29, PageID.1691 Filed 10/13/23 Page 27 of 74

8/29/2019	9:17 AM	HUSBAND'S RESPONSE AND COUNTERMOTION TO WIFE'S MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION AND FOR DATE CERTAIN FOR WALK THROUGH OF HOUSE AND MOTION FOR SCHEDULING ORDER	63-PAGES (Primary) TR. v1 (page 119) through TR.v2 (page 181) v1: 124 through v2: 32	TR. v1-v3 (p119 - 380)	v1: 124-155 v2: 2-151 v3: 2-80	Court started at 9am... texted M stayed up several nights in a row p Exhibit-B, had to run out the door minutes AFTER court started, then where I handed Virginia Story Copi copies of my signed and stamped r

JEFF FENTON
17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300

FILED
04/07/2021
Clerk of the
Appellate Courts

IN THE SUPREME COURT OF TENNESSEE
AT NASHVILLE

FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON

Chancery Court for Williamson County
No. 48419B

No. M2019-02059-SC-R11-CV

ORDER

Upon consideration of the application for permission to appeal of Jeffrey Ryan Fenton and the record before us, the application is denied.

PER CURIAM

FILED
11/19/2020
Clerk of the
Appellate Courts

IN THE COURT OF APPEALS OF TENNESSEE
AT NASHVILLE

FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON

Chancery Court for Williamson County
No. 48419B

No. M2019-02059-COA-R3-CV

ORDER

The record on appeal was filed on June 15, 2020. Under Tenn. R. App. P. 29(a), the appellant's brief was originally due on July 15, 2020. On July 10, 2020, this Court granted the appellant an extension of time within which to file his brief through September 15, 2020. On September 15, 2020, this Court granted the appellant an additional extension of time through October 15, 2020, but admonished the appellant that no further extensions would be granted absent a showing of exigent circumstances. Rather than file a brief, the appellant filed a motion on October 16, 2020, requesting yet another, indefinite extension of time.

On October 27, 2020, this Court granted the appellant "one final opportunity to file a brief" and directed the appellant to file a brief on or before November 9, 2020. Our order provided that failure to file a brief by November 9, 2020, could result in dismissal of the appeal without further notice. As of the date of this order, the appellant has still not filed a brief.

It is, therefore, ordered that this appeal is dismissed. The appellant is taxed with the costs for which execution may issue.

PER CURIAM

Supreme Court – Middle Division
Appellate Court Clerk's Office - Nashville
100 Supreme Court Building
401 7th Avenue North
Nashville, TN 37219-1407
(615) 741-2681

Jeffrey Ryan Fenton
17195 Silver Parkway, #150
Fenton MI 48430

Re: M2019-02059-SC-R11-CV - FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON

Notice: Mandate - Issued

Attached to this cover letter, please find the referenced notice issued in the above case. If you have any questions, please feel free to call our office at the number provided.

cc: Jeffrey Ryan Fenton
Virginia Lee Story

IN THE SUPREME COURT OF TENNESSEE
AT NASHVILLE

FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON

Williamson County Chancery Court
48419B

No. M2019-02059-SC-R11-CV

Date Printed: 04/09/2021 **Notice / Filed Date: 04/09/2021**

NOTICE - Mandate - Issued

The Appellate Court Clerk's office has issued the Court of Appeals mandate in its entirety to the trial court clerk in the above-styled appeal. The mandate consists of certified copies of the judgment, any order as to costs, and a copy of the opinion. This action signifies the end of the appeal.

The Appellate Court Clerk's office will not accept any filing from any parties or their counsel after issuance of mandate except those requesting recall of the mandate, those related to withdrawing the record or portions thereof, and those related to the assessment of costs.

James M. Hivner
Clerk of the Appellate Courts

M2019-02059-SC-R11-CV: Case Statement

APPELLATE COURT
COST CENTER

Arcade Station
P. O. Box 198781
Nashville TN 37219-8781
Telephone: (615)253-5105
Tax ID#: 62-6001445

STATEMENT

STATEMENT DATE: APRIL 12, 2021

FOR: Jeffrey Ryan Fenton
17195 Silver Parkway, #150
Fenton MI 48430

CASE NO.: M2019-02059-SC-R11-CV
STYLE: FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON

Outstanding Invoices

INVOICE DATE	INVOICE NUMBER	INVOICE TYPE	INVOICE STATUS	INVOICED AMOUNT	BALANCE
03/11/2021	184291	State Litigation Tax	Open	$13.75	$13.75
01/19/2021	184292	Filing Fee	Open	$350.00	$350.00
			TOTAL	**$363.75**	**$363.75**

Payments on the Above Invoices

PAYMENT DATE	RECEIPT NUMBER	PAID BY	PAYMENT METHOD	ON INVOICE (S)	PAYMENT AMOUNT
No records were found.					
				TOTAL PAID	**$0. 00**

Make all checks payable to Appellate Court Cost Center

M2019-02059-COA-R3-CV: Case Statement

APPELLATE COURT
COST CENTER

Arcade Station
P. O. Box 198781
Nashville TN 37219-8781
Telephone: (615)253-5105
Tax ID#: 62-6001445

STATEMENT

STATEMENT DATE: APRIL 12, 2021

FOR: Jeffrey Ryan Fenton
17195 Silver Parkway, #150
Fenton MI 48430

CASE NO.: M2019-02059-COA-R3-CV
STYLE: FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON

Trial Court No: 48419B

Outstanding Invoices

INVOICE DATE	INVOICE NUMBER	INVOICE TYPE	INVOICE STATUS	INVOICED AMOUNT	BALANCE
11/20/2019	173099	State Litigation Tax	Open	$13.75	$13.75
11/20/2019	173100	Filing Fee	Open	$550.00	$550.00
			TOTAL	**$563.75**	**$563.75**

Payments on the Above Invoices

PAYMENT DATE	RECEIPT NUMBER	PAID BY	PAYMENT METHOD	ON INVOICE (S)	PAYMENT AMOUNT
No records were found.					
				TOTAL PAID	**$0.00**

Make all checks payable to Appellate Court Cost Center

Jeff Fenton

From: Sandy Garrett <sgarrett@tbpr.org>
Sent: Wednesday, May 10, 2023 10:52 AM
To: Jeff Fenton
Subject: RE: FENTON CASE: The Most High-Value Evidence to Date (Please Prioritize this over Everything Else I have Sent You)

Mr. Fenton: I have reviewed the attachments sent to me which you state are " the most high-value evidence to date", however, these documents on their face do not support a finding of a violation of the Rules of Professional Conduct. I understand that you are dissatisfied with your divorce and the accompanying bankruptcy yet you have not provided the Board of Professional Responsibility with any Order or finding by any Court of misconduct or fraud.

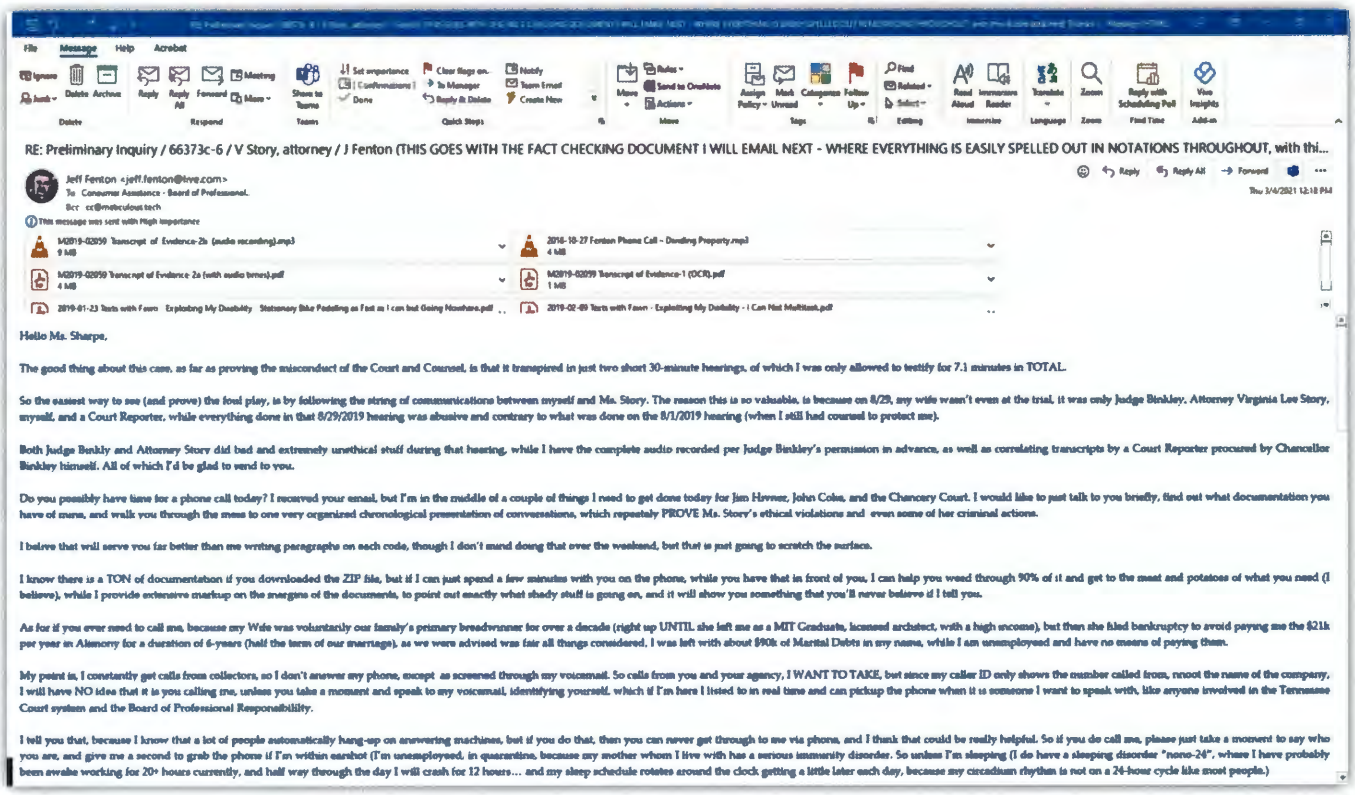
Sandy Garrett
Chief Disciplinary Counsel
Board of Professional Responsibility
of the Supreme Court of Tennessee
10 Cadillac Drive, Suite 220
Brentwood, TN 37027
Phone: 1-615-361-7500, ext. 211 or 1-800-486-5714
Fax: 1-615-367-2480
Email: sgarrett@tbpr.org

Jeff Fenton

From: Jeff Fenton
Sent: Friday, May 5, 2023 10:36 AM
To: Sandy Garrett
Subject: FW: FENTON CASE: The Most High-Value Evidence to Date (Please Prioritize this over Everything Else I have Sent You)
Attachments: FBI Special Agent - Mark Shafer - Criminal Complaint against Casey Moreland with Contact Info RED (A-2b).pdf; Paul A. Randolph - Department of Justice - US Trustee Program - Region 8 (A-2b).pdf; 2022-01-03 1986 Sunnyside Drive, Brentwood, TN 37027 (OUR RETIREMENT STOLEN) A-1b.pdf; 2019-07-12 TREC Real Estate License - Retired (Expires 7-25-2021) with Chartwell (A-2b).pdf; POTENTIAL PARTIES TO THE FENTON CASE (Final) A-2b.pdf; » DOJ - Fenton 19-02693 Fraud Referral with Coerced and then Tampered with Listing Agreements (RED).pdf

Importance: High

Hello Ms. Garrett,


RE: Preliminary Inquiry / 66373c-6 / V Story, attorney / J Fenton (THIS GOES WITH THE FACT CHECKING DOCUMENT I WILL EMAIL NEXT - WHERE EVERYTHING IS EASILY SPELLED OUT IN NOTATIONS THROUGHOUT, with thi...

Jeff Fenton <jeff.fenton@live.com>
To Consumer Assistance - Board of Professional...
Bcc cc@meticulous.tech

This message was sent with High importance

M2019-02059 Transcript of Evidence-2b (audio recording).mp3 9 MB
2016-10-27 Fenton Phone Call - Dwelling Property.mp3 4 MB
M2019-02059 Transcript of Evidence-2a (with audio times).pdf 4 MB
M2019-02059 Transcript of Evidence-1 (OCR).pdf 1 MB
2019-01-23 Texts with Fawn - Exploiting My Disability - Stationary Bike Pedaling as Fast as I can but Going Nowhere.pdf
2019-02-09 Texts with Fawn - Exploiting My Disability - I Can Not Multitask.pdf

Hello Ms. Sharpe,

The good thing about this case, as far as proving the misconduct of the Court and Counsel, is that it transpired in just two short 30-minute hearings, of which I was only allowed to testify for 7.1 minutes in TOTAL.

So the easiest way to see (and prove) the foul play, is by following the string of communications between myself and Ms. Story. The reason this is so valuable, is because on 8/29, my wife wasn't even at the trial, it was only Judge Binkley, Attorney Virginia Lee Story, myself, and a Court Reporter, while everything done in that 8/29/2019 hearing was abusive and contrary to what was done on the 8/1/2019 hearing (when I still had counsel to protect me).

Both Judge Binkly and Attorney Story did bad and extremely unethical stuff during that hearing, while I have the complete audio recorded per Judge Binkley's permission in advance, as well as correlating transcripts by a Court Reporter procured by Chancellor Binkley himself. All of which I'd be glad to send to you.

Do you possibly have time for a phone call today? I received your email, but I'm in the middle of a couple of things I need to get done today for Jim Hevner, John Cole, and the Chancery Court. I would like to just talk to you briefly, find out what documentation you have of mine, and walk you through the mess to one very organized chronological presentation of conversations, which repeatedly PROVE Ms. Story's ethical violations and even some of her criminal actions.

I belive that will serve you far better than me writing paragraphs on each code, though I don't mind doing that over the weekend, but that is just going to scratch the surface.

I know there is a TON of documentation if you downloaded the ZIP file, but if I can just spend a few minutes with you on the phone, while you have that in front of you, I can help you weed through 90% of it and get to the meat and potatoes of what you need (I believe), while I provide extensive markup on the margins of the documents, to point out exactly what shady stuff is going on, and it will show you something that you'll never believe if I tell you.

As for if you ever need to call me, because my Wife was voluntarily our family's primary breadwinner for over a decade (right up UNTIL she left me as a MIT Graduate, licensed architect, with a high income), but then she filed bankruptcy to avoid paying me the $21k per year in Alimony for a duration of 6-years (half the term of our marriage), as we were advised was fair all things considered. I was left with about $90k of Marital Debts in my name, while I am unemployed and have no means of paying them.

My point is, I constantly get calls from collectors, so I don't answer my phone, except as screened through my voicemail. So calls from you and your agency, I WANT TO TAKE, but since my caller ID only shows the number called from, nnoot the name of the company, I will have NO idea that it is you calling me, unless you take a moment and speak to my voicemail, identifying yourself, which if I'm here I listed to in real time and can pickup the phone when it is someone I want to speak with, like anyone involved in the Tennessee Court system and the Board of Professional Responsibility.

I tell you that, because I know that a lot of people automatically hang-up on answering machines, but if you do that, then you can never get through to me via phone, and I think that could be really helpful. So if you do call me, please just take a moment to say who you are, and give me a second to grab the phone if I'm within earshot (I'm unemployed, in quarantine, because my mother whom I live with has a serious immunity disorder. So unless I'm sleeping (I do have a sleeping disorder "nono-24", where I have probably been awake working for 20+ hours currently, and half way through the day I will crash for 12 hours... and my sleep schedule rotates around the clock getting a little later each day, because my circadium rhythm is not on a 24-hour cycle like most people.)

Actually, Sandy Sharpe with the BPR had both transcripts, detailed instructions, along with roughly 500-pages of clear and convincing evidence, shortly after my complaint was filed. Here is a screenshot where it shows the documents received by Ms. Sharpe on 3/4/2021: (If you would like a full size image to see more clearly, just let me know. I reduced it to 75% purely to minimize the size of this email.

2023 NEW LINK: https://1drv.ms/u/s!AlWyAYYGDEXagYMz5mxcUDdnhoLssw?e=I2xWTA

TO DOWNLOAD TRANSCRIPTS ALONG WITH AUDIO RECORDED WITH JUDGE BINKLEY'S PERMISSION IN ADVANCE ON 8/29/2019, which is important as it shows THE TONE by which I am COERCED, DEGRADED, and MOCKED, while Binkley and Story literally "TAG-TEAMED", and Binkely ordered every WORD said by STORY, even though her claims do NOT match the transcript from 8/1/20219, nor her original divorce complaint where she admitted that we had lived apart for a year and already split almost ALL of our personal property. HENCE there was no MARITAL ASSETS to DISSIPATE and she did this PURELY to obstruct the Tribunal/Administration of Justice, while writing FRAUD UPON THE COURT directly into the Court Order, making it sound like I had voluntarily chosen to relocate to Michigan, which was the FURTHEST thing from the TRUTH! They COERCED my signature on the Listing Agreement under the threat of Incarceration, after which I notified everyone and told them that it was signed under extreme duress, without even having a chance to read it in Court, making it NULL and VOID. While I know the Real Estate Laws, no Listing Agreement is BINDING until there is a PURCHASE AND SALE AGREEMENT with a BINDING SIGNATE DATE which has been received by ALL PARTIES! Yet they committed REAL ESTATE DEED FRAUD and used my coerced signature anyway. (While the Auctioneers, the closing company, Story, Beeler, all refused to give me a FULLY executed copy of my HUD-1 Settlement Statement so that I could SEE what my home sold for, and where the funds went! Add text here

In over three years, that is just a fraction of the information which I have been wrongfully denied by Attorney Story and every professional involved. Finally the DOJ USTP gave me a copy of the Warranty Deed, which proved that they essentially used my forged and coerced signature, after I was extremely clear with everyone including the Court and Judge Binkey, that this transaction was illegal and I fervently refused to consent. (Judge Binkley never had JURISDICTION to hear the deprivation of my property, because the Bankruptcy was filed LONG before the Divorce, and according to the Federal Rules of Bankruptcy Procedure, the STATE is specifically forbidden under the circumstances of taking jurisdiction over my home. This was all a SCAM! The bankruptcy Court was required to dispose of the matter within 14-minutes of the bankruptcy filing, but instead they waited 97-DAYS until the first day that I wanted into Chancery Court, someone knowing that Judge Michael W. Binkley would illegally take my home that very first day, months before he ever met me, without a care in the world whether I could even SURVIVE as a result.

I still don't know if you're just running me in circles again to waste my time and exhaust me, or if you will allocate some resources to viewing the transcripts impartially, removing all the alleged "merits" as they are almost purely FRAUD UPON THE COURT in the first place, while the Administration of Justice and Ms. Story's adherence to the Rules of Professional Conduct should not be altered.

The markup I provided you with Willful and Wanton Violations of Judicial and Professional Conduct has the specific pages highlighted which I believe were each and all violated somewhere during the case. While the bunny was one of my pets which I lost during this scam, that I tried to use as a mental health break to retain my sanity amidst over three years of litigious torture, for no reason other than to TORTURE ME and to illegally protect the Court and the Counsel, while endangering my ex-wife, violating Story's fiduciary agreement with her, to protect my ex-wife's interests over her own. By forcing me to see help with Federal Law enforcement, which puts everyone in jeopardy, simply because they wanted that 6-year out of jurisdiction, bad faith, PRIOR RESTRAINT as Judge Binkley is KNOWN FOR. NOT TO PROTECT MY EX as I can repeatedly PROVE, but to protect Judge Binkley and Attorney Story for having their own CRIMES EXPOSED! It is a sick and twisted game to destroy a man's life, then stand on his neck to prevent him from even trying to get up and someone struggle to survive. When despite Story's almost exclusively Fraudulent Narrative, I had done NOTHING WRONG to even begin to deserve to have my character assassinated before I entered the Court. As I said, I was a licensed realtor for 17-YEARS, with access to hundreds of millions of dollars' worth of Real Estate, without a single professional impropriety of any sort, while I can provide references who will insist that this is the most outrageously damning mischaracterization of my person they ever hear of. Testimonies by some of the finest FAMILIES in Middle Tennessee!

It was ALL A LIE and a SCAM! (And even if it wasn't, Binkey and Story DISQUALIFIED THEMSELVES roughly a DOZEN TIMES! By ABSURD BIAS, MISCITED LAWS, ILLEGAL ORDERS, using the Williamson County Sherriff's Office to both EXECUTE and ENFORCE A FELONY EVICTION which Story DEMANDED UPON, while I have emails with her both before and after, showing that she did that COMPLETELY INTENTIONALLY. While I still didn't know that she was the one writing the false court orders against me. She intentionally exploited my disabilities and BULLIED THE LIFE OUT OF ME! Which I repeatedly reported to EVERY COURT, but nobody did a thing about. That was why I had hoped to end thigs with my ex-wife amicably, because the property and money was already gone, and I KNEW that Judge Binkley and Clerk & Master Beeler were allowing STORY TO strategically target my disabilities, intentionally attack, overwhelm, and exploit them for an unconscionable strategic advantage. Far more than needed, for the literal thrill of hurting me WORSE! (While I have LOADS of evidence that is true, as well as my elderly mother's testimony as she threatened us and sent the auctioneer to my home to physically intimidate us to get out.

I believe this will be a RICO case by the time it is over! If not, conspiracy against rights, under color of law, office, and official right, along with Hobbs act Extortion of both my home and my silence thereafter, along with Fraud Upon both Courts by Officers of Both Courts while working in tandem in horrible faith, while violating the ADA which strips all State immunity, with coercion, threats, retaliation, and interference, which continues each and every day of my life until this matter is cured! While I will seek restitution not from my exwife, but the horde of Counsel who refused to do one honest, good faith thing, while I gave those

transcripts and audio recording to John Coke, Jim Hivner, and all three COA Judges, betting them just to listen, and FACT CHECK every word spoken with the LAW and the RECORD to date. Yet EVERYONE either refused to do that, or did so, without ever saying one word either FOR or against BINKLEY!

THREE YEARS being forcibly HOMELESS from what was a beautiful half-million-dollar home, we would have paid off in 15—years when we retired. Our MILLION-dollar retirement investment, worth well over $800k a year ago! While only $300k were owed on mortgages, and neither my exwife nor I received a PENNY for our premarital retirement investments invested in the property after losing over 50% of their value after the 2008 Financial Market Crisis.

They not only STOLE my retirement and HOME which I had spent nearly a decade customizing to be PERFECT FOR my exwife and I, to spend the rest of our lives in, but the entirely of BOTH of our premarital retirement funds as well, used as the downpayment for the purchase of the property, after which we put another $200k of core health improvements into the property because of my ex-wife's asthma, and it had a horrible mold and dangerous electrical problems.

While Story said they wanted to skip mediation, not only for the safety of my ex-wife, but for the SAFETY OF EVERYONE INVOLVED IN THE MEDIATION PROCESS without an arrest in my life! Binkley had a supervisory duty to not allow her to cast such BIAS across the Court. A duty to maintain a fair atmosphere so I would even have a voice to testify for myself. But Attorney Virginia Lee Story refused to operate under ANY rule of Law, state or Federal, the judicial canons, Constitutions, and 50-100 violations of the Rules of Professional Conduct. Yet as long as her name isn't Manookian, she can get away with whatever she wants!

She was required to remove any false or manufactured articles of EVIDENCE in the trial Court through the Appeals Process, and though I provided them with 500+ Pages showing that EVERYTHING she had submitted was a fraudulent claim of evidence and testimony, she REMOVED NOTHING! Or they would have NO CASE LEFT! It was the most criminal act I have seen in my life on either side of the law, and they will be held legally accountable and known for what they truly are!

Don't worry, I have plenty of evidence of the scam between the State and Federal Courts, you don't even need to worry about that. Your sole concern is the enormous amount of VIOLATIONS of the Rules of Professional Conduct by Attorney Virginia Lee Story.

Here is the easiest way to access my transcripts, without me needing to do a lot of extra work. (Due to my disabilities, I am EXTREMELY SLOW.) The files are too large to email.

Explicit instructions are below. The only thing which has changed is the URL to download and access the files as security protocols force this change periodically.

Please read the email below your own, which I wrote to FBI Special Agent Mark Schafer (who I researched and found had written one of the criminal complaints against Casey Moreland, so I started calling around and seeking him out). after I was able to track him down through the Memphis branch of the FBI, I had their control center put me on hold, as they contacted Mr. Schafer to see if he would take a call from me, he kindly consented, and we spoke for about an hour and I've been providing him with information since.

Likewise, I also contacted the Acting United States Trustee for Region 8, over Kentucky and Tennessee and stent him a load of documentation. He assigned a local Trial Attorney by the name of Megan Seliber to investigate my fraud complaint, (who I've since learned has been involved in ROCOish deals with Binkley before, between the BK Court and Chancery. I've been hearing that they've got a little money making system going on there in Williamson County Chancery Court!

Ms. Seliber confirmed that I was NEVER PROVIDED NOTICE per the FRBP 7001, but then she tried to say it wouldn't make any difference and that she thought that the state had dual jurisdiction, which is all a bold face LIE, and I'll show you why in the next page.,

So, throughout Ms. Story's ENTIRE TESTIMONY, she makes FALSE CLAIMS OF LAW, landlord tenant law, contract law, real estate deed law, and Binkley just nodded his head up and down, grunting sounds of approval, letting her claim whatever she wanted.

I have 50GB of exhaustive evidence proving every part, from the transfer of my premarital IRA ROTH which was used as a downpayment on the purchase of the house, and was about 2/3 compared to my ex-wife's 1/3.

Ms Story speaks throughout in a way that absolutely DESTROYS MY CHARACTER by telling the most ABSURD LIES, which again, she has see evidence that they are all LIES, but then she knew that, since she fabricated the entire fraudulent narrative! While every WOIRD that came out of Story's MOUTH was taken by Binkley as if it was gospel TRUTH! While it was the most grotesque lies I've ever heard!

Even the personal statement which Story coached my exwife to write in support of her request for an OP Experte, so they could bind and gag me as they stole everything I had, was NOT SIGNED, which by the Federal Rules of Evidence makes it TRASH! While that while that was the fraudulent basis of the entire OP. Nothing would have EVER passed CROSS EXAMINATION, so they made sure that nothing ever had to FACE CROSS EXAMINATION!

Mr. Fenton: Your email below dated May 2, 2023 states that two transcripts you sent to the Board of Professional Responsibility reflect Virginia Story's misconduct yet this office has never received any court transcripts but instead audio and written transcripts from the Clerk and Master's office. Additionally, your email to me states " Please leave me alone and do not contact me again." If you wish to pursue your complaint against Virginia Story, please provide the Board of Professional Responsibility with pleadings, orders, transcripts or other court filings supporting your complaint as Beverly Sharpe requested in her March 3, 2021 email to you.

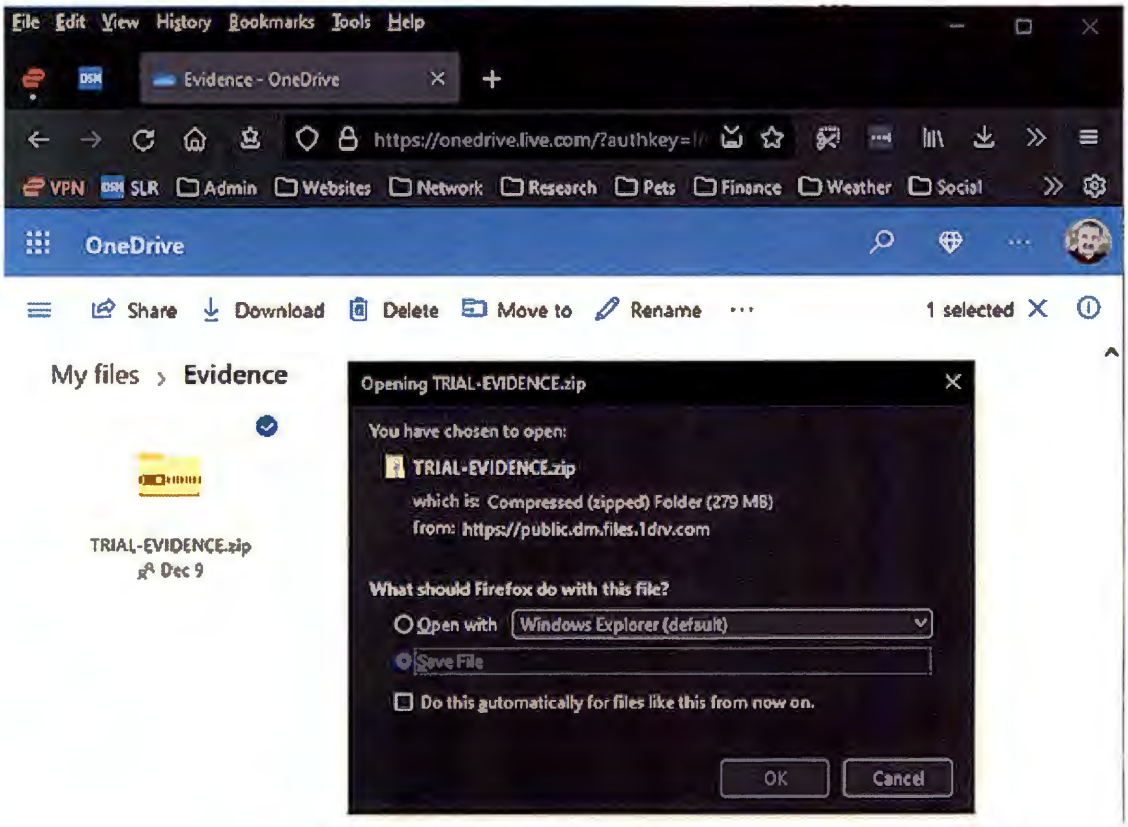
Sandy Garrett
Chief Disciplinary Counsel
Board of Professional Responsibility
of the Supreme Court of Tennessee
10 Cadillac Drive, Suite 220
Brentwood, TN 37027
Phone: 1-615-361-7500, ext. 211 or 1-800-486-5714
Fax: 1-615-367-2480
Email: sgarrett@tbpr.org

From: Jeff Fenton
Sent: Thursday, December 16, 2021 12:17 PM
To: Mark Shafer <mshafer@fbi.gov>
Subject: FENTON CASE: The Most High-Value Evidence to Date (Please Prioritize this over Everything Else I have Sent You)
Importance: High



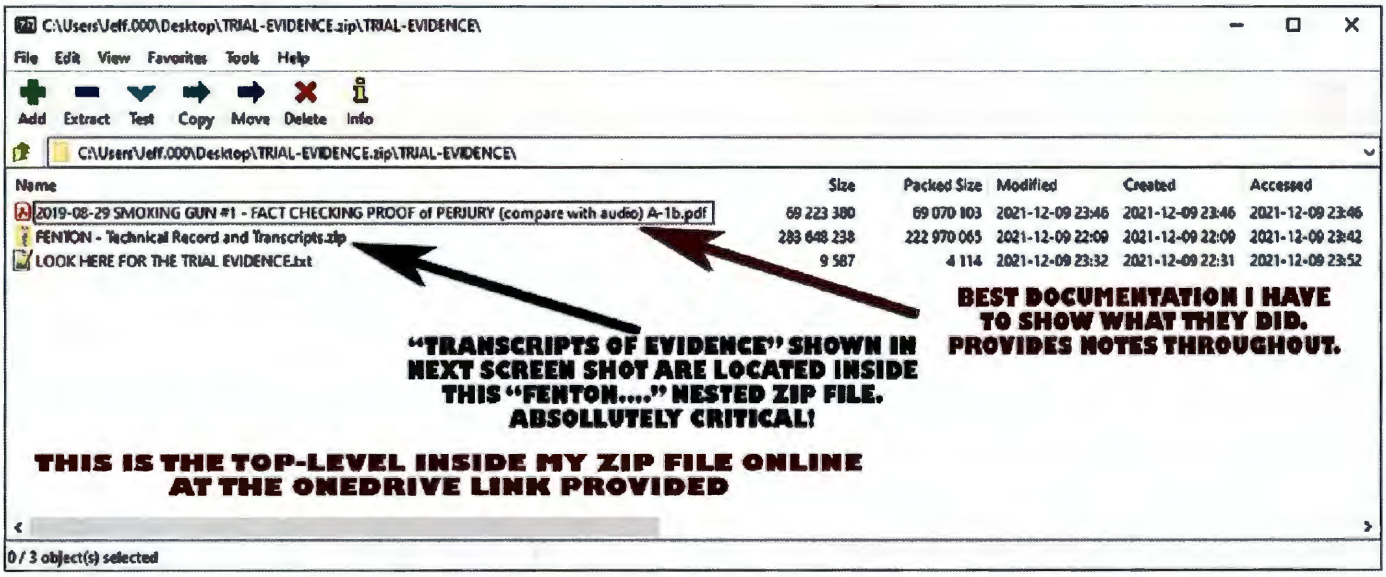
Hello Mr. Shafer,

I know that I've sent you a TON of content, dialog, and evidence. I don't know of any other way to convince you or anyone else that several highly respected powerful members of the Tennessee Bar unreasonably participated in a highly technical and synchronized "conspiracy against my rights" and my property. Along with a bunch of other violations of constitutional, federal, and state laws, and the judicial canons.



Much of what I've sent you is to convince you that I'm telling the TRUTH, despite the LIES sounding so much more "reasonable", on the surface.

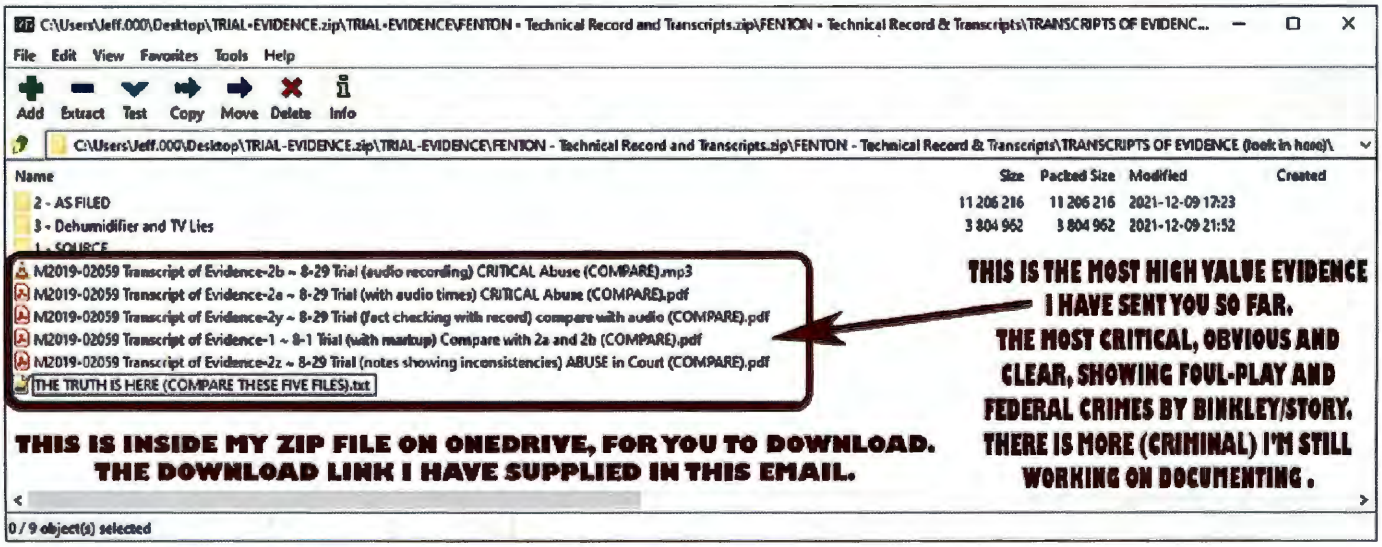
Of everything that I've sent you, if you could please set everything to the side momentarily, ignore every word of my emails, and focus solely on downloading the OneDrive attachment to focus on downloading and looking through my "Smoking Gun #1" booklet, while listening to the Audio Transcript from 8/29/2019 trial and comparing it (along with the time marked certified transcripts from that hearing) with the provided 8/1/2019 Transcripts of Evidence and both subsequent Court Orders, while questioning/fact checking every Word spoken by Binkley & Story (with the court stamped documented provided herein), I believe that if you never read another email by me or anything previously sent, this would SHOW you where some key Federal Crimes took place against me.



Before I loose your attention, as I know the domestic is overwhelming, please take time to download the OneDrive Zip file (above or below):

https://1drv.ms/u/s!AlWyAYYGDEXagYI8t3BylXSIyFvWZg?e=EthrpS

This is the Best and Most Critical Evidence to Date!



There is more, and I'm still working on trying to separate the criminal from the domestic to make it a simpler task for law enforcement. I was just lambasted, fighting for my life and everything that I loved, while it was forcibly taken away within two months, just two 30-minute hearings, where I only got to speak for 7.1 minutes. (Which you can hear the audio of in the transcripts available at this link.)

It has taken me a long time to not only survive their cruelty, but to try to keep up with appellate deadlines, performing legal research, while the overwhelming burden of proof lied upon me to persuade any court or judicial oversight committee to help me, which after two years and well over 7,.000 hours of work, you are the only person so far to take me seriously or care. So I certainly appreciate that.

This is the most important, convincing, concise, evidence I have to date. I would have sent it to you immediately, before the rest, but I didn't have it ready, while I'm still not satisfied with my "Smoking Gun #1" booklet, and I could probably spend months more working on it, I've tried to do a table of contents, which is complicated and time consuming for PDF documents… anyway, I finally just sent it to you before my window of opportunity closes.

SO I would appreciate it, if regarding all the stuff I've sent you, and even the emails, if you would temporarily set them aside to dowload and explore the contents of this zip file. I believe it will show you more in less time than anything else I have provided you. While I believe it contains all the evidence required to substantiate some Federal Criminal Charges (along with others), though there are more, which I shall continue to work on documenting, but will take me some time. The files I've provided in this ZIP download are definitely where I believe that you want to invest your time currently.

If you have some apprehension about downloading files from my Microsoft 365 OneDrive Account (or anywhere online), or if the FBI has some policy about that or preferred means of secure file transfer, I'd be more than happy to burn them on a DVD and mail it to you, if you will provide me with an address to mail it to.

I honestly want to help simplify this and help you get to the meat and potatoes with as little man hours as possible, because I think it is important for others in Middle Tennessee, I believe that their actions in my case can only be justified by admitting some lessor crime, but I see no way out of it without criminal admittance by Binkley and Story. I know that this information shows Story's complicity more so than Binkley, but Binkley unreasonably allowed her to do all of this, he empowered her, and allowed her to run the Court on 8/29, while my final default judgments (which I don't have documented much here, but I am working on that), Binkley sacrificed his slight veil of "plausible deniability" and OWNED the wholy unreasonable "Fraud Upon the Court", deprivation of my rights, and just plain cruelty, not giving a thought to the consequences for me. SO in the end, I see no way out for either one, or for Ausbrooks, or for Tommy Anderson, while Beeler may wiggle and dodge a little, she clearly helped in the cover-up and blocked my access to the Court, while their buddies in the COA, I believe are equally guilty in the cover up, or accessories after the fact. Walking by someone clearly drowning, without extending a hand.

I just want to make the best use of your time, and I believe that the files in this DOWNLOAD are it for now. Please let me know if you want me to mail you a DVD with the files, or transfer them by any more secure way for you.

Thank you very much for your help! Seriously!

Jeff Fenton

17195 Silver Parkway # 150
Fenton, MI 48430-3426

Phone: (810) 375-7456
Fax: (810) 255-4438

From: Mark Shafer mshafer@fbi.gov
Sent: Monday, December 13, 2021 3:13 PM
To: Jeff Fenton jeff.fenton@live.com
Subject: Re: FENTON CASE QUESTION

I am in receipt of emails. It will take me awhile to plow through the voluminous information. I will reach out when I need context or additional information or have question.
Thank you

ATTORNEY LOGIN

Board of Professional Responsibility
of the Supreme Court of Tennessee

Search

ABOUT THE BOARD FOR THE PUBLIC FOR LEGAL PROFESSIONALS NEWS & PUBLICATIONS

The Board of Professional Responsibility is operating remotely.

For informal ethics inquiries, please enter your inquiry online using the informal inquiry form. Ethics Counsel will be receiving informal ethics inquiries online only.

The Board of Professional Responsibility will be closed on Thursday, December 31 and Friday, January 1.

Your complaint has been successfully submitted. Please note that your complaint cannot be processed until documents reflecting the attorney's representation and/or documents supporting your complaint are received by the Board within the next 30 days.

// For The Public // File a Complaint

Attorneys who violate the Rules of Professional Conduct are subject to discipline, which could mean suspension of the right to practice law, or even disbarment.

All lawyers, however, are not of equal abilities. Some are more capable than others and sometimes they make mistakes. A lawyer may lose the trust and confidence of a client for various reasons. In some cases this may result from unethical conduct. In other cases, grounds for discipline may not exist because the lawyer may not have violated the Rules of Professional Conduct.

Disciplining a lawyer requires evidence - proof of misconduct - to justify disciplinary action. Likewise, the action of the lawyer must constitute misconduct. An honest disagreement about how a case should have been handled does not constitute misconduct, even if the outcome of the case is disappointing.

A mistake alone does not constitute misconduct. Like all others, lawyers make mistakes. If a mistake causes a loss, the client may be able to recover the loss in a law suit against the lawyer. But a mistake or error in judgment by itself is not misconduct.

If you have a problem of inadequate communication - lack of sufficient agreement or some misunderstanding - it may be the problem can best be resolved by a frank talk with the lawyer. The Board's Consumer Assistance Program may also be helpful in resolving misunderstandings with your attorney.

If your efforts have not satisfactorily resolved your concerns, complete and submit the **"Online Complaint Form"** below. Alternatively, CLICK HERE to print a blank copy of the complaint form.

- **For alleged ethical violations of a serious nature, check, "I am submitting this form as a formal complaint."**
- **For concerns which do not rise to the level of serious ethical violations, check, "I am submitting this form as an informal request for assistance."**

Complaint Form

Lookup Lawyer

Type any part of the name or BPR number (minimum 3 characters)

Date of first contact with Lawyer

yyyy/mm/dd

Date of last contact with Lawyer

yyyy/mm/dd

Board of Professional Responsibility

of the Supreme Court of Tennessee

CONSUMER ASSISTANCE PROGRAM

Beverly P. Sharpe, Counsel
Director of Consumer Assistance

10 CADILLAC DRIVE, SUITE 220
BRENTWOOD, TENNESSEE 37027
TELEPHONE: (615) 361-7500
FAX: (615) 367-2480
E-MAIL: cap@tbpr.org
WEBSITE: www.tbpr.org

January 29, 2021

Jeffrey Fenton
17195 Silver Pkwy #150
Fenton, MI 48430-3496

RE: Complaint Number: 66373c-6
Attorney: Virginia Lee Story

Dear Mr Fenton,

We reviewed your letter and materials about the opposing counsel. We are sorry to hear of the difficulties you have experienced.

You said your divorce was handled unfairly and based on misinformation. You have recently filed an appeal. If the appeal decision by the court indicates that the opposing counsel acted improperly, please send us a copy of the decision and a letter of explanation to review for possible attorney ethical violations. Our office is not a court with the authority to change any order or decision of a court, including any Order of Protection or divorce decree. We are not permitted to represent individuals and so cannot assist with your appeal.

You mentioned crimes. Our office does not prosecute crime. Any crime should be discussed with law enforcement or the local district attorney's office where the crime occurred. If any attorney is indicted for crime or fraud is found by any court, please write us with that information for our further review.

You appear to need prompt legal advice. Please see the enclosures in searching for representation, for sources of free or low cost legal services or self-help information. We hope this information is helpful. Please reference your CAP number above when writing our office about this attorney. Thank you for your assistance.

Sincerely,

Beverly P. Sharpe

Beverly P. Sharpe, Counsel
Director of Consumer Assistance

Enclosure: Lawyer Referral Services Brochure
TALS Brochure

BPS:ml

CONSUMER ASSISTANCE PROGRAM

BOARD OF PROFESSIONAL RESPONSIBILITY

of the

SUPREME COURT OF TENNESSEE

LAWYER REFERRAL SERVICES

Our office is not permitted to refer, recommend, appoint or assign attorneys. We have no authority to give specific legal advice or represent individuals. Please seek independent legal advice promptly to avoid missing any deadlines.

To assist you in locating an attorney, a list of Lawyer Referral Services (LRS) in Tennessee is provided. Generally, a half hour appointment is set to consult with the lawyer for a small fee, not the usual hourly rate, before hiring the attorney. To avoid misunderstandings when hiring any attorney, obtain a written fee agreement at the first conference.

Chattanooga Bar Association
801 Broad St Ste 420
Chattanooga, TN 37402
Phone: (423)756-3222
Website: www.chattbar.org
Serving: Hamilton, Bradley, Rhea Counties and Southeast Tennessee

Nashville Bar Association
150 Fourth Ave N Ste 1050
Nashville, TN 37219
Phone: (615)242-6546
(888)577-1939 (toll free)
Website: www.nashvillelawyerreferral.org
Serving: Davidson County and Middle Tennessee

Knoxville Bar Association
PO Box 2027
Knoxville, TN 37901-2027
Phone: (865)522-6522
Website: www.knoxbar.org
Serving: Knox County and East Tennessee

Memphis Bar Association
145 Court Ave Ste 301
Memphis, TN 38103
Directory only, not referral
Phone: (901)527-3573
Website: www.memphisbar.org
Serving: Memphis & Midsouth Tennessee

Other resources to find qualified attorneys or legal assistance:
www.tba.org/info/find-an-attorney
www.justiceforalltn.com
www.HELP4TN.org 1-844-Help4TN (1-844-435-7486)
www.lawsearchpro.com

Martindale-Hubbell www.martindale.com 1-800-526-4902 is not a "Referral Service" but is an Online Attorney Directory to assist in locating an attorney. Search for an attorney by location and type of practice. If you do not have access to a computer, a printed directory can usually be found at local public libraries in the reference section.

Revised 2020

Case 1:23-cv-01097-PLM-RSK ECF No. 1-29, PageID.1711 Filed 10/13/23 Page 47 of 74

CONSUMER ASSISTANCE PROGRAM

BOARD OF PROFESSIONAL RESPONSIBILITY

of the

SUPREME COURT OF TENNESSEE

TENNESSEE ALLIANCE FOR LEGAL SERVICES

www.tals.org

Help4TN

A toll-free phone line offering free legal information and referrals to assist Tennesseans in finding resources to deal with civil legal issues.

- By telephone, dial 1-844-HELP4TN (1-844-435-7486)
- Talk to an experienced Tennessee attorney for free legal advice and referrals.

A web portal designed to provide Tennesseans with a broad range of legal and social services resources in a one-stop venue.

- Visit the website www.help4tn.org
- Email legal questions, see court forms, watch videos about legal issues and more.

Free Legal Answers

Users are provided online advice and counsel about civil legal issues from a volunteer attorney at no cost. An easy–to-use, web-based pro bono clinic for low-income persons. Users can post questions about their civil legal needs and receive basic legal information and advice from attorneys.

- See if you quality by visiting www.tn.freelegalanswers.org
- Sign in to ask a legal question on the website
- An attorney will reply to you on the website
- You'll receive an email when your question is answered

Justice For All - A Tennessee Supreme Court Initiative

Users who cannot afford a lawyer and need legal help in civil cases, may find a lawyer or agency to help with all or part of a civil legal issue, or find information to better understand what is needed to represent yourself in civil legal matter.

- Visit the website www.justiceforalltn.com

Jeff Fenton

From: Jeff Fenton
Sent: Monday, February 22, 2021 8:04 AM
To: Sandy Garrett
Subject: RE: Virginia Lee Story | PLEASE DO NOT FORWARD TO CAP | Batch 1 of 2
Attachments: 2019-08-29 SMOKING GUN #1 - FACT CHECKING PROOF of PERJURY (compare with audio).pdf; APPLICABLE - RULES OF PROFESSIONAL CONDUCT.pdf; 2020-12-29 Narrative of BPR Complaint against Attorney Virginia Lee Story.txt

Importance: High

Hello Ms. Garrett,

I'm extremely disappointed that though I selected on your website the check-box specifing "I AM SUBMITTING THIS FORM AS A FORMAL COMPLAINT" (not an "Informal Request for Assistance"), that my complaint was still forwarded to your CAP Division (Consumer Assistance Program).

Regardless of what their last names are, if they refuse to live and function under the RULE OF LAW, then they have no place in being trusted "Members of the Court", or certainly in administering justice! I've never even been arrested, and I lost everything in my life, including my $500k Brentwood home (now worth over $800k), for ZERO dollars. While being rendered literally homeless and destitute, without so much as DUE PROCESS! All in just 30 minutes of the Court's time!

While Chancellor Binkley didn't question a WORD spoken by Attorney Story, while I was deprived of my rights, my beautiful Brentwood home, and all of my real property, "under color of law"! **There was no truth to be found in any of it!**

I completely understand the scope of the work and professional responsibility held by the "Board of Professional Responsibility". From what I understand, no court can discipline, suspend, and disbar an attorney for misconduct, except for your organization! Which is exactly why I have gone through great efforts to contact you and provide you with nearly 500 pages of documented evidence of grossly unethical behavior and misconduct on the part of Attorney Virginia Lee Story, as well as a number of other members of the Tennessee BAR.

As stated on your website:

> "Attorneys who violate the Rules of Professional Conduct are subject to discipline, which could mean suspension of the right to practice law, or even disbarment."

This is exactly what I expected in contacting your organization, my other needs will be sought elsewhere. It has been a tremendous undertaking, to even attempt to challenge these high profile individuals, who live as though they are "ABOVE THE LAW". Which I expect is some of the apprehensions in your BOARD holding them "Accountable" to the Tennessee Rules of Professional Conduct, but that is exactly what I need from you please!

As also instructed on your website:

> **For alleged ethical violations of a serious nature, check, "I am submitting this form as a formal complaint."**

Hence on my complaint form, I specifically selected **"I am submitting this form as a formal complaint."** (Not to be forwarded to CAP, with a few meaningless fliers mailed to me, marking my complaint "no further action" until a court of law rules.)

Please remove this case from the CAP division. All that they did was mail me several pages on free legal services within the State of Tennessee, all of which I exhausted over a year ago.

I understand the roles of the DA, the AG, the FBI, the TBI, the COA, the AOC, and the Supreme Court. I also understand the role of the BJC, where I've spoken with Shane A. Hutton, "Assistant Disciplinary Counsel" in regards to my complaint against Judge Michael W. Binkley. As for my ETHICAL COMPLAINTS regarding LAWYERS within the State of Tennessee, I am told that the BPR is the one and only entity, board, authority, appointed, funded, and responsible for that! Which is exactly why I filed my complaint form on your website, and hope that your organization will immediately launch an investigation into the mountain of horrendous, abusive, cruel, and downright inhumane ethical violations which I have and shall continue to provide you with evidence of, in my case alone.

Below are a few of the brazen violations by Attorney Virginia Lee Story during my case:

- Rule 1.2 - SCOPE OF REPRESENTATION
- Rule 1.6 - CONFIDENTIALITY OF INFORMATION
- Rule 3.3 - Candor Toward the Tribunal
- Rule 3.4 - Fairness to Opposing Party and Counsel
- Rule 3.5 - Impartiality and Decorum of The Tribunal
- Rule 4.1 - Truthfulness in Statements to Others
- Rule 8.3 - REPORTING PROFESSIONAL MISCONDUCT
- Rule 8.4 – MISCONDUCT

That is what happens when CORRUPT BUDDIES are allowed to continue to operate above the law!

Please do your very best to ensure that adequate (impartial) resources are allocated to investigating my claims and taking ACTION to **hold Attorney Virginia Lee Story accountable** for her disrespect of EVERY rule of professional conduct, having violated EVERY pledge in her Oath of Office, having intentionally worked in direct opposition to both the Constitution of the State of Tennessee, along with the Constitution of the United States of America! She showed me nothing except for an insatiable lust for power by which to further harm me! Even after I was forced to relocate 600 miles away, to simply obtain replacement shelter and provision!

I am not crazy, and I can (and have) provided you with more EVIDENCE than probably anyone typically provides to your agency.

Case 1:23-cv-01097-PLM-RSK ECF No. 1-29, PageID.1714 Filed 10/13/23 Page 50 of 74

This involves Federal and State Fraud committed seperately, by Attorney Ausbrooks in Federal Bankruptcy Court, and Attorney Virginia Lee Story committing every other sort of Fraud in Chancery Court, while her good buddy, Judge Michael W. Binkley "rubber stamped" everything!

It is an abomination to Justice, and should be shameful and reprehensible to every Tennessee Citizen, especially those employed in a profession devoted to law, integrity, honesty, or justice!

Thank you for any real help you are able to provide.

Again, I understand the scope of your organization's authority and responsibilities. There is no need to "set my expectations" to not receive direct help. I'm seeking my legal cure elsewhere. **But I'm expecting you to prevent this from ever happening again to somebody else!**

In hopes of increasing the transparency, accountability, and integrity of Tennessee's legal system, to match the growth and need of Tennessee's economy.

Respectfully,

Jeff Fenton
17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300
Fax: (810) 255-4438

Jeff Fenton

From: Consumer Assistance - Board of Professional.. <cap@tbpr.org>
Sent: Wednesday, March 3, 2021 5:06 PM
To: Jeff Fenton
Cc: Consumer Assistance - Board of Professional..
Subject: FW: Virginia Lee Story | PLEASE DO NOT FORWARD TO CAP | Batch 1 of 2

Society's commitment to institutional justice requires that JUDGES be solicitous of the RIGHTS of persons who come before the court.
***Geiler v. Commission on Judicial Qualifications, (1973) 10 Cal.3d 270, 286**

Mr. Fenton,

Our last letter asked you to send us the results of your appeal. However, I am reviewing the emails you recently sent to Ms. Garrett.
I will need additional information from you after my review is finished.

Your complaint could end up as a formal complaint, but Ms. Garrett has asked me to gather more information first as a preliminary step.
I will be back in touch with you.

Thank you for your assistance.





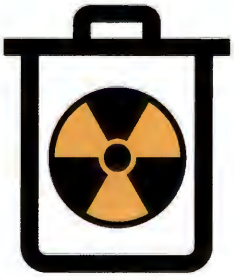
From: Sandy Garrett <sgarrett@tbpr.org>
Sent: Wednesday, March 3, 2021 4:00 PM
To: Jeff Fenton
Cc: Beverly Sharpe <bsharpe@tbpr.org>
Subject: RE: Virginia Lee Story | PLEASE DO NOT FORWARD TO CAP | Batch 1 of 2

Dear Mr. Fenton: It is my understanding that Beverly Sharpe sent you a letter requesting additional information but we have not received your response. Please respond to Ms. Sharpe's request for information and provide Ms. Sharpe with succinct facts reflecting Virginia Story's misconduct. Your cooperation is appreciated.

Sandy Garrett
Chief Disciplinary Counsel
Board of Professional Responsibility
of the Supreme Court of Tennessee
10 Cadillac Drive, Suite 220
Brentwood, TN 37027
Phone: 1-615-361-7500, ext. 211 or 1-800-486-5714
Fax: 1-615-367-2480
Email: sgarrett@tbpr.org









JOHN COKE NAMED GENERAL COUNSEL OF THE ADMINISTRATIVE OFFICE OF THE COURTS

July 14, 2022



The Tennessee Administrative Office of the Courts has named Attorney John Coke general counsel. Coke has served as assistant general counsel since 2016 and took on the new role effective July 1.

"Over the past six years, John has provided trusted and valuable legal advice on a variety of issues ranging from legislative fiscal impact statements to contracts to compliance as well as working directly with judges on leases, designations, disability access and the civil pattern jury instructions," said AOC Director Michelle J. Long. "John has provided leadership on key projects impacting the AOC and the judiciary. I am pleased to have him join our executive leadership team as general counsel."

The AOC general counsel heads the legal service and judicial development team, oversees administrative functions and judicial conferences, and supports trial and appellate judges across the state.

"I am honored and grateful for the opportunity to accept the role as the new general counsel for the AOC. I appreciate the support of the AOC and confidence in me for this position. I look forward to representing, leading, and adding value to the legal services division team, the AOC and the judiciary in this role," Coke said. "I will do my best to excel, learn, and grow in efforts to continue the successes of our agency and the Tennessee judiciary."

Before joining the AOC, Coke twice worked as a judicial law clerk for Judge Joe Binkley, Jr. in the 20th Judicial District (Davidson County). He also served as a judicial law clerk for Judge Hamilton Gayden, also of the 20th Judicial District. Earlier in his career, Coke spent two years in private practice where he focused on civil litigation.

Coke is a graduate of the Cumberland School of Law, Samford University and the University of Colorado.

Prior to attending law school, Coke worked in Washington, D.C., as a legislative assistant to former Senator Pat Roberts (R-KS) and former Senator Ben Nighthorse (R-CO). During that time, he focused on the following issues areas: judiciary, telecommunications, small business, housing, science and technology, foreign affairs, and military and defense.

Former AOC General Counsel Rachel Harmon was promoted to Deputy Director in March 2022.

Information for:
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SEARCH TNCOURTS.GOV:
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CONNECT WITH US ON TWITTER
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TITLE VI - TITLE IX
EMPLOYMENT
BOARD OF JUDICIAL CONDUCT
RECORDS POLICY
PRIVACY POLICY
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CONTACT US

Administrative Office of the Courts
511 Union Street, Suite 600
Nashville, TN 37219
© 2022 Tennessee Courts System

John Coke

General Counsel at the Administrative Office of the Courts
Nashville, Tennessee, United States

Contact

www.linkedin.com/in/john-coke-b884a156 (LinkedIn)

Top Skills

Civil Litigation
Legal Research
Personal Injury

Languages

English

Experience

Tennessee Supreme Court/Administrative Office of the Courts
General Counsel
July 2022 - Present (6 months)
Nashville, Tennessee, United States

Tennessee Supreme Court / Administrative Office of the Courts
Assistant General Counsel
September 2016 - July 2022 (5 years 11 months)
Nashville Area, TN

Attorney
Staff Attorney for Judge Joe P. Binkley, Jr.
July 2014 - September 2016 (2 years 3 months)
Nashville, TN

Howell & Fisher, PLLC
Attorney
August 2012 - July 2014 (2 years)

Judge Joe P. Binkley, Jr.
Legal Clerk
August 2010 - July 2012 (2 years)

Senator Pat Roberts
Legislative Aide
January 2005 - August 2006 (1 year 8 months)

Senator Ben Nighthorse Campbell
Legislative Aide
August 2001 - December 2004 (3 years 5 months)

Education

Samford University, Cumberland School of Law
Doctor of Law (JD), Law · (2007 - 2010)

University of Colorado at Boulder
Bachelor of Science (BS), Political Science and Government (1996 - 2000)

Jeff Fenton

From: Jeff Fenton
Sent: Monday, October 5, 2020 11:12 PM
To: john.coke@tncourts.gov
Subject: I'm at fear for my SAFETY and that of my MOTHER (who has an immune disorder) from the unaccountable actions of Judge Michael W. Binkley and Attorney Virginia Lee Story (Definitive Evidence Attached - Listen and Fact Check PLEASE!)
Attachments: 2020-07-08 ADA Request for Modification due to Mental Health (Under Tennessee Judicial Branch Policy 2_07).pdf; 2019-08-29 Hearing at the Old Courthouse - Michael Binkley - Virginia Story - Jeff Fenton (Audio Evidence).mp3; 2019-08-29 Hearing at the Old Courthouse - Michael Binkley - Virginia Story - Jeff Fenton (Transcripts with Times).pdf; 2019-08-29 Hearing at the Old Courthouse - FACT CHECKING EVIDENCE (Error or Crime).pdf; 2018-08-30 Tennessean Article - How Close can Judges be with Lawyers - Story Hosts Vacations with Judges.pdf; 2018-09-24 Tennessean - Binkley Story Follow-up Article.pdf; 2020-09-24 Amended Order of Protection (5-Year).pdf; Strong Man Principle.pdf; FAWNS NOT A VICTIM.pdf

Importance: High

Hello Mr. Coke,

Ms. Story has INTENTIONALLY exploited my disabilities to HARM me repeatedly, even after I've lost my home and everything by a DEFAULT JUDGMENT while I was told in the attached audio recording which Chancellor Binkley gave me permission to record.

IF you will just take a few minutes and LISTEN to the hearing, while simultaneously FACT CHECKING, almost everything they BOTH say is a LIE! Simply by holding up the transcripts from both hearings, and the court orders from both hearings. They MASSIVELY FAIL TO MATCH UP! Never mind all the reasons WHY Chancellor Binkley never should hear cases presented by Ms. Story anyways!

I can't do this through the legal system with how corrupt it is, without help, and everbody is related to a Binkley… you even used to be his brother's clerk!

It is not a matter of opinions, there is deeply seeded corruption in Tennessee's legal system. While they keep threatending me further, I just received a notice that the 1 year OP based upon false testimony and a default judgment was extended to FIVE years, again, intentionally exploiting my handicaps to DIVERT me from working on my BRIEF!

I'm not looking for a penny, they can have everything they stole from me… about $250k plus damages… all I want is all the LIES about me being a "STALKER" or having "ABUSED" my wife stricken from my record, with the OP dropped and EXPUNGED so that I can pass a background check and get a low paying JOB in Michigan when I can, without having my CIVIL liberties revoked anylonger!

Otherwise, I have no choice but to go political and media route.

There may have been some "gray" area in what we discussed before, but in the attached COURT EVIDENCE, there is NO GRAY! They have litigiously abused and discriminated against me, while robbing me, inscesantly!

I'm not sure if I need to contact the FBI next to report Judge Michael W. Binkley's litigious abuse, in collusion with Attorney Virginia Lee Story, in massive violation of my 14th Amendment rights to EQUAL and DUE Process, by an UNBIASED TRIBUNAL, but you told me that it is YOUR JOB to protect the interests of the State of Tennessee, and this PROOF is irrefutable and will definitely add to the reputation of Tennessee being one of the most legally corrupt states in the union.

The LAWS are just fine… the problem is that too many people live ABOVE the LAWS, with wreckless abandon!

Sharon G. Lee is about the only person whom I trust within Tennessee's Judicial system at the moment, but regretfully after speaking with her office today, she can't hear anything in case this escalates to the TN Supreme court, which I promise it won't, I'll seek relief in Federal District Court first, to get the heck out of Middle Tennessee. I've done a lot of research, I thought I just didn't have a chance at an unbiased tribunal in Williamson County, but we both know that it goes a lot deeper than that!

There is no "ethics" experts beyond Tennessee's borders who would advise what happened to me on the recordings attached. Or for Binkley to even hear cases presented by Story, EVER!

I've been working over a year on this, I have so much documented verifiable EVIDENCE, I simply can't fit it in a small enough space due to my disabiliities, to have a chance in appellate court, while the only reason I was trying to do this through legal channels was because I once thought I would receive some financial relief for the $250k they stole from me, but I know that isn't even possible now, without more legal fees which I can't afford.

With the evidence I'm showing you here, the Court SHOULD HAVE provided me with COUNSEL, either as a REASONABLE ACCOMODATION in light of the OBVIOUS HARM which at the very least their ERRORS and NEGLIGENCE caused me. Instead, they refuses to even allow the PLAIN EVIDENCE attached to my RECORD to CITE in my BRIEF!

Court isn't where I'm going to find Justice… I have no chance in Williamson County without PEOPLE seeing how vulnerable they ALL are to the current Judicial system is, with nobody anyone can call for PROTECTION from the JUDGE and the horrificially malicious attorney (Virginia Lee Story) whom everyone knows is corrupt! But the ADA wants to turn their head and say there is nothing wrong with hearing malicious legal arguments by one of your best friends, while the other party has no counsel, and then we go string him up in the back alley, take all his money, and call him crazy for every telling the TRUTH to anyone!

This is your backyard, not mine! I spent 25 of the happiest years of my life in Middle Tennessee, I've never once been arrested, and had no problems with the law or justice ever, while after just TWO 30-minute hearings with Chancellor Michael W. Binkley, I swore to never step foot of Tennessee SOIL again! Unless I must to legally find Justice! That is HOW BADLY they INTENTIONALLY and without restraint WOUNDED me!

At the very least, this needs to be transferred to the EASTERN DISTRICT of the Court of Appeals, but I don't even know how to do that. At least they have some reputation for prosecuting unethical members of the Court…

Can you offer me any HELP, or at least any PROTECTION from further actions taken by Judge Michael W. Binkley and Attorney Virginia Lee Story to cause me further HARM, after I have been robbed of everything, while being forced to abandon the state to merely have a roof over my head and food to eat.

Or does this just become another viral YouTube expose on corrupt Justice in Middle Tennessee, while I work for years at trying to garner the support for some Federal relief?

I know that your dad used to be a Judge. Doesn't doing what's RIGHT encite anyone to ACTION anymore, to risk pissing off a powerful person, in the best interests of the PUBLIC?

There is a whole lot of California money in Cool Springs right now, and if they had any clue that their US CONSTITUTIONAL rightst mean NOTHING in Williamson County Courts, I think some things would finally start to change around there!

The FAKE OP is based upon afterwards decided "unwanted" emails and text messages, with NO THREAT, with nevery any threat, simply for legal leverage, the #2 legal abuse in the United States! Now that I'm 600 miles away, they still need to keep a noose around my neck! Now for FIVE more years… AFTER violating me WAY more ways than will ever be LEGAL!

They can say that black is white, and red is purple all they want, but they can't refute their own words proving their discrimination, abuse, and collusion against me!

This is a FEDERAL CASE! There is NO LEGAL grounds for their actions, whatsoever!

I honestly hope that you are in a possition to help. I want to move on with my life, but I never will while anyone refuses to restore my CONSTITUTIONAL rights of citizenship to me! Especially, when they are WRONG and Ms. Story and my ex-wife LIED in EVERY SINGLE COURT FILING! (Which is the stretch of no one's imagination, yet for some reason Tennessee never does it's own Judicial houskeeping…

Here is what it felt like for ME on 8/29/2019 as I stood inside the "OLD Williamson County Courthouse" in Franklin:

As if I was an unknown prisoner of war, in a far away, foreign and hostile nation, who refused access to the United Nations, who didn't show any care for my humanitarian rights, let alone my constitutional rights, who refuses to even acknowledge the Geneva Convention! That is how I felt on 8/29/2019, as is recorded on the attached audio transcription!

I wish they had printed that on the Tennessee WELCOM sign… "Welcome to Tennessee, you can keep your guns PROBABLY, but you just left your CONSTITUTIONAL RIGHTS at the State line!"

Never in my life did I believe that I was in such DANGER to a Court and a "Legal" system, without being a CRIMINAL!

That is SHAMEFUL!

I attached a PDF called "FAWS NOT A VICTIM". This is my ex-wife who supposedly needs an OP against me from a few unwanted texts and emails, while living 600 miles away! Every firearm you see is HERS, the 5,000 rounds of ammo, are HERS, the licenses and extensive training is HERS… the entire SCANDAL is a HOAX made for PRIME TIME!

I really hope that you can help mitigate my losses from increasing yet FURTHER in search of justics, accountability, and the RESTORATION of my CONSTITUTIONAL RIGHTS!

I'm ready to send this all to anybody who will publish it, because I can't obtain a legal cure without help!

Speaking about a "reasonable accomodation" for my ADA… it is NOT reasonable that I need to not only fight a few FRAUDULENT claims by my oposing counsel and my ex-wife, but that I must FIGHT the CRIMES being committed under the cloak of justice, while being enforced by the freaking police department! All while every Williamson County tax paying law abiding Citizen sleeps cluelessly, until Judge Binkley and Virginia Story violently woke me UP on 8/29/2019!

For every member of the TENNESSEE BAR who has cast eyes upon this yet FAILS to HELP, their lies Culpability for further harm caused!

I LOVED TENNESSE BEFORE THIS, AND HOPED TO DIE THERE IN MY BEAUTIFUL BRENTWOOD HOME ON SUNNYSIDE DRIVE, BACKED UP TO HUNDREDS OF ACRES OF PROTECTED WOODLANDS, WITH OWLS CREEK NATURE SANCTUARY DIRECTLY ACROSS THE STREET!

Now I live in a 700 SqFt BASEMENT IN MICHIGAN!

Thanks…
Jeff Fenton

4:53 Story: "He said that he was moving September 1st, that is Sunday." **(BOLD face LIE, I NEVER said that!)**

5:00 Jeff: "that was my tenants move out by then."

5:04 Story: "That is not true, he says he had 45-days AFTER September 1st to move, but that wouldn't even make sense." **(Which is NOT what I said or MEANT!)**

According to the Judgment on 8/1/2019 (included in "FACT CHECKING EVIDENCE" attachment):

- My Tenant's had 30-days, from 8/1, to move-out.
- The AUCTION was set to take place within 45-days, from 8/1.
- So there should have been approximately 15-DAYS where I would live in MY HOME BY MYSELF, between the date that my Tenant's were forced to vacate, until the AUCTION was scheduled to take place.
- NEVER did the Court Order on 8/1/2019 require me to vacate my home prior to the sale.
- I was SUPPOSED to be allowed to remain in my HOME, until the SALES proceeds provided me with another place to LIVE!

I had hoped to voluntarily leave a day before the sale, simply so that I wouldn't need to be present during auction, not because I was required to move by any specific date. *(According to the 8/1/2018 Court Order (TR v1, Pages 110-112) ATTACHED.)*

5:28 Story: "So he's got to be out for them to get this place ready to go." **(THIS IS NEW INFORMATION)**

5:38 Story: "I have seen correspondence where he said September 1st **(BOLD face LIE, I NEVER said that!)**, now he is saying he can't, so I would suggest September 3rd, which is next Tuesday, and"

5:50 Story: "I would like the Order to reflect, that the Williamson County Sheriff's Department will accompany him, and at this point, off the property."

6:00 Story: "I don't think that he needs to take any property."

6:04 Story: "What he did your honor, we in this response he filed, they had a tv... a sony tv... he now tells me in this response, that he sold it for $1,000. (The TV was MARITAL PROPERTY, but it was "negotiable" (as proven in the attached phone call with Fawn), yet NOTHING HAPPENED DURING THE STATUORY INJUNCTION, WHICH STORY KNEW (see my email with her afterwards), yet

she INTENTIONALLY DECEIVED THE JUDGE TO HARM ME! **That is TEXT BOOK PERJURY!)**

JUST FYI... in the END, I retrieved the TV and LEFT it as a GIFT for Ms. Fenton, not because I had any LEGAL duty to do so, but simply as a KISS ON THE CHEEK! *(PHOTO)*

6:21 Story: "and then the other thing, there was a dehumidifier in the basement, that was like a $2500 - $3500 dehumidifier for moisture, he sold that." (I had Ms. Fenton's PERMISSION TO TAKE THE DEHUMIDIFIER, WHICH WAS A FREE-STANDING UNIT THAT WAS NEVER ATTACHED TO THE HOUSE, hence it remained PERSONAL PROPERTY. While Ms. Fenton and I had previously DECIDED that I was to keep it to take to my MOTHER'S house! (Proven in the 2018-10-27 Fenton Phone Call – attached.) Plus, the unit was paid for using MY CREDIT, for which I STILL OWE some of the DEBT!)

Even if Ms. Story HAD no knowledge of this, she was still INTENTIONALLY DECEIVING THE COURT, because it was NOT on Ms. Fenton's LIST of personal property which she wanted, PLUS MS. Story already acknowledged at the TOP of **Wife's Petition for Divorce**, that **"IV. Plaintiff would show that the parties have no assets other than personal property which has been divided with the exception of a few items. Husband and Wife have lived separately since April 2018."** WHICH I CONSTANTLY reminded Ms. Story about, yet she didn't care, while SOMEHOW all the Personal Property remaining in OUR HOME (ALL ADMITTEDLY MINE - EXCEPT FOR ABOUT 6-ITEMS) was somehow CONVERTED back into MARITAL PROPERTY, and ordered to be AUCTIONED WITH THE HOME as part of the MARITAL ESTATE. (This was PURE LEGAL BULLYING!)

6:33 Story: "So if you let him, take anything out, at this point, it is going to be sold, and he's dissipating marital assets, which would be in violation of the restraining order." **(Pure PERJURY for reasons stated above!)**

Jeff Fenton

17195 Silver Parkway # 150
Fenton, MI 48430-3426

Phone: (615) 837-1300

Tennessee Contact Us

ABA AMERICAN BAR ASSOCIATION Free Legal Answers



Home Profile FAQ

CIVIL/CONSTITUTIONAL RIGHTS

During an Appeal for a Divorce/OP/Forced Sale: Can I obtain Restitution/Award for Malicious Prosecution by Oposing Counsel, County, State?

Asked on September 9, 2020 at 9:09 AM EDT

Legal Deadline: Sep 15, 2020 | **Description:** COA Appellant Brief is Due (Hoping for Extension)

2 replies

Jeffrey R Fenton

MY QUESTIONS: Will I be potentially allowed to receive a financial award and/or restitution, from some/all of these OTHER parties in my case, as listed above? Or despite the actions of ALL the "bad actors", can I only receive financial damages/awards/restitution from my ex-wife?

WHAT can I do to PROTECT my ex-wife from further HARM (legally, financially, professionally), so not to help substantiate any criminal charges against her, for perjury, bankruptcy fraud, false testimony, etc... Though I have cried foul about that throughout my case, to slow the steam roller...

I hope to use those instances to help PROVE the CREDIBILITY of HER TESTIMONY CIVILLY, but I don't want any CRIMINAL charges brought against her! I especially want to have my record cleared and expunged of any "stalker" claims and Ms. Story's legal straight jacket, the fraudulent OP.

How can I help PROTECT my ex-wife from the POWERFUL FRIENDLY Court and her Counsel from "throwing her under the bus?"

Would I need to bring a separate lawsuit (which isn't financially, mentally, or emotionally an option) against the "bad actors" in my case?

It SEEMS to me, that since I suffered the LOSSES due to their harmful participation in these three related actions, that I could likewise receive a "cure" or become more "whole" (restitution, damages, award, judgment), from those same parties, through this APPEAL of those three related actions. Is that belief accurate? Is there a process for "adding" or "serving" them each? What do I need to KNOW in order to receive any relief?

Lastly, is there any way for me to seek financial relief for my EX-WIFE, from these "bad actors"? Advocating on HER behalf, within this SAME APPEAL? Due to HER significantly heightened damages, which SHE suffered as a result of having MORE POWER than she was either legally allowed or could realistically "handle", without devastating consequences. (It was like allowing a teenager to pilot the Space Shuttle!) There is a responsibility for negligence, by whomever LIFTED her into that seat!

Thank you!

From the Volunteer Attorney 442

September 23 at 4:35 PM EDT

While we do not fully understand all that occurred in connection with your divorce and possibly other proceedings, it is obvious that you have a very complicated legal history. It also appears that for at least part of the proceedings you were represented by Messrs. Miller and Duke, but with your consent, they withdrew. It does not appear that if you were unhappy with the actions of the trial judge why you have not appealed. If you are not currently represented by counsel, you are fortunate to be located in an area that has other very competent family law attorneys, some of whom may grant an initial low-cost consultation to review your complex history and give you a preliminary recommendation as to any further legal action you should take in light of the actions of the trial court and the lapse of time. Check with friends, family and colleagues for local attorney recommendations.

From You

September 24 at 5:

ABSOLUTELY WORTHLESS "ANSWER" WHICH CLOSED MY QUESTION! I SUSPECT BY A "FRIEND" OF "SOMEBODY" :(NO HELP TO BE FOUND!

Thank you for your re

Actually, I do not have a complex legal history at all. I've never had a single arrest, and I knew absolutely nothing about the Judicial System other than my basic Constitutional Rights as a United States Citizen. I've had no interest in politics, being a social influencer, money, and power. I would actually make quite a happy hermit, leaving the house about once a week to procure groceries and run errands, if the World would only allow me to do that, if I could find a modest and sustainable way to work from home. But here comes the BIG IF: IF the World would respect my property lines, my property ownership, and leave me at peace without encroaching upon either my peaceful enjoyment of my property or try to seize and take away my property ownership (as unfortunately happened in this case), as a result of a failure of Williamson Counties Judicial system, to provide me with equal and due process.

✔ This question is marked as answered and is now closed.

Hello,

This SOUNDS "domestic", but it is NOT in the end. Despite my losses, my grievance is NOT with my ex-wife, nor do I seek restitution or support from her. I actually feel SORRY for her, because some very POWERFUL, CONNECTED, "bad actors" (at least in this case), carelessly and unconscionably ENABLED and EMPOWERED my ex-wife, during a massive midlife melt-down, to do FAR MORE DEVESTATING DAMAGE to BOTH MYSELF AND HERSELF, which I don't believe that either of us will ever fully recover from! At least, in my case, I am guaranteed NEVER to enjoy even a remotely similar standard of living to what WE jointly had together, or to even what I had ALONE, FIVE years PRIOR to ever MEETING my ex-wife!

I was legally STRONG ARMED, maliciously, and violently abused, harassed, and violated REPEATEDLY by Attorney Virginia Lee Story. While she INTENTIONALLY exploited and targeted my KNOWN, well documented, and fully disclosed psychological disabilities, to cause me far greater harm, beyond the financial benefits of herself or my ex-wife, simply for SPORT! TO teach me a LESSON for ever accusing her of being a part of a "GANG OF THIEVES!" Yet that is exactly what I experienced. I believe that I was tried, convicted, and sentenced, before I ever FIRST walked into Williamson County Chancery Court! Ms. Story has a penchant for power and deception beyond anyone whom I have EVER encountered, on EITHER side of the "LAW"!

Ms. Virginia Lee Story acted completely AMBIVELANT to the LAW, as if the LAW was absolutely IRRELEVANT, as if it didn't even APPLY to her, as if the LAW SERVES MS STORY, rather than Ms. Story serving the LAW! As if the LAW were merely a WEAPON by which Ms. Story could unethically, deceptively, illegitimately, and unlimitedly BIND, overpower, harass, injure, damage, harm, TAKE BY FORCE, and to ultimately destroy others! Just like she did to ME!

Ms. Story BOUND me with an OP obtained under the FALSE testimony of my ex-wife. While NEVER a single arrest, accusation, complaint, or THREAT in my 50-year old LIFE! Then Ms. Story leveraged the Court to FORCE the sale of beautiful $500k Brentwood HOME (jointly deeded), without allowing me ANY OPPORTUNITY for DUE PROCESS, to try to SAVE MY PROPERTY, BEFORE the Court DEPRIVED me of it, or to attempt to MITIGATE my losses in ANY way!

Our home was the sum of BOTH our life's savings. Including the investment of BOTH of our PRE-MARITAL 401k retirement plans, combined with the proceeds of both of our

premarital HOMES. Without either my ex-wife or myself receiving a single PENNY of compensation in return! Consequentially rendering me literally homeless, without the slightest of CARE by either the Court or Ms. Story; unemployed, currently unemployable (in desperate need of vocational training), without any health insurance, shelter, or a penny for provision! (I'm currently staying with family of very modest means.)

Worse yet, I was forcibly removed from my home, with only FOUR DAYS NOTICE from the Court, by the Williamson County Sheriff's Office, while I was DENIED in Court the opportunity to even take my PERSONAL PROPERTY with me! (LIKE MY BED!)

Thanks now to the OP, the LEO have no idea that it is completely BOGUS, so FOUR Deputies arrived at my house simultaneously, with their hands on their guns, as if I was a DANGEROUS FELLON! I hollered at the first officer (nicely), to indicate which side of the house and door to come to, when I saw him approaching with his hand in the "ready position" on his firearm, I told the Deputy, "You're not going to need your gun." To which the Deputy replied, "Are you SURE?" That is what ABUSE OF PROCESS looks like! It literally endangers my LIFE with a COMPLETE misrepresentation of my character, confusing LEO anywhere about whether or not I am a DANGER to themselves or to the public, while FALSELY testifying as to my past actions, harm, or threats caused.

All subsequent to the intentionally deceptive, malicious, fraudulent, perjurious "narrative" and testimony of Ms. Virginia Lee Story, while testifying under oath, beneath the mighty wing of a VERY CLOSE AND POWERFUL FAMILY FRIEND, of the TRUSTING and UNQUESTIONING eyes and gavel of the Williamson County Chancery Court! Ms. Story got her EVERY request, verbatim!

After which, Ms. Story was allowed to type up HER "proposed order" without any accountability, since Pro Se litigants aren't permitted the same RIGHTS to preview, verify, request corrections to, or submit an Alternate Proposed Order, for the Courts consideration, before endorsing any. Though in OTHER (more FAIR, I think) Tennessee Judicial districts, Pro Se litigants ARE allowed the same RIGHTS as Counsel, to approve a PROPOSED ORDER before it is ACCEPTED, AGREED, and ENDORSED. Some even require that an Order denote when it is NOT approved or agreed, whenever one party disputes that the Verbal Order of the Court matches the Proposed Written Order, distinguishing it from an AGREED ORDER, even after execution.

As compared to when my ex-wife and I attempted a "Collaborative Divorce", Ms. Virginia Lee Story, robbed me of $250,000! Sadly, my ex-wife hasn't a penny left to her name either. We are BOTH bankrupt, unemployed, ravaged, and completely BROKE!

As a United States Citizen (in good standing), I was legally endowed SOME opportunity for DUE PROCESS (14th Amendment), yet I was repeatedly, erroneously, fraudulently DENIED! The Court REFUSED to HEAR, consider, or WEIGH my TESTIMONY! As they discriminated against me due to my disclosed psychological disabilities, accusing me of things which I have never said nor done. Compounded by gender discrimination, respecting only MEN as the PROVIDERS, while my MIT educated, high earning, professionally employed ex-wife had VOLUNTARILY been our family's PRIMARY BREADWINNER for over a decade (despite Ms. Story's LIES). Compounded even further by discrimination due to my poverty (thanks to my ex-wife's abandonment), and my subsequent inability to afford legal COUNSEL to represent myself, while the Court showed absolute contempt for Pro-Se litigants!

To add insult to injury, some crucial EVIDENCE in my favor, has mysteriously "disappeared" between the WILCO Chancery Clerk and the COA, showing instead the BLANK back sides of pages, as if they perfectly scanned/copied everything AGAINST me, but "accidentally" scanned/copied the blank backs of the pages that HELPED prove my innocence! (Suspicious eh?)

I can literally, irrefutably, PROVE that Ms. Virginia Lee Story is guilty of multiple counts of PERJURY! I understand that being charged with the crime of perjury is unusual in CIVIL Courts, since it requires the PROOF of INTENT. Yet I can CLEARLY, UNQUESTIONABLY, and IRREFUTABLY DO SO, in MULTIPLE INSTANCES! (However, getting anyone to ACT upon and ENFORCE clear, concise, thoroughly documented, irrefutable PROOF, may be an entirely different STORY!)

I have an APPEAL currently pending in the Nashville COA. Appealing the FORCED SALE OF MY HOME, the DEFAULT OP ORDERED, and the DEFAULT DIVORCE JUDGMENT, all previously ruled in favor of my ex-wife. However, my ex-wife is NOW broke, unemployed, and bankrupt. She is mentally and emotionally devastated! I honestly believe that despite her initial LIES and fraudulent actions/schemes/testimony, that she found herself STUCK at some point. After which the tremendous WEIGHT of the potential legal consequences (possible multiple felonies), compounded by the enormous financial loss which we BOTH suffered, further compounded by her guilty conscience and her own personal struggles with depression, menopause, and hopelessness… I don't want to do ANYTHING (or to allow the LAW or anyone else to do anything) which HARMS MY EX-WIFE! Despite this horrible travesty, I still and will always LOVE HER! I'm not seeking ANY future "alimony" or financial restitution to be paid by my ex-wife! At the same time, I want to PROTECT her to whatever extent

possible, from the Court and Ms. Story "throwing her under the bus", as a scapegoat for their own negligent and/or malicious roles.

Sure, if it hadn't been for my ex-wife's initial desire to dodge alimony and force me out of our jointly deeded home, none of this would have happened.

Similarly, if EQUAL and DUE PROCESS had taken place, then I could have had the opportunity to experience an open and unbiased Court, where I was honestly treated EQUALLY with my ex-wife. Then I WOULD HAVE BEEN CONSTITUTIONALLY EMPOWERED TO PREVENT MUCH OF THE DAMAGES, which regretfully we BOTH suffered!

Since on my "STATEMENT of the ISSUES PROPOSED to BE RAISED", I included:

> "Should the court allow, I will seek financial relief, restitution, and support for the financial damages of unjustly losing my home without being afforded ANY opportunity to save the sum of my entire life's savings, from the following parties for their participation, roles, neglect, misrepresentation, discrimination, actions, inactions, ethical and moral failures, greed, selfishness, harassment, harm, abuse, misuse of power, authority, and professional licenses, bad-faith, and/or malice:
>
> • My Ex-Wife (I want to remove her now.)
> • Ms. Virginia Lee Story and Story Abernathy & Campbell, PLLP (I want her to PAY for my college and my retirement!!!)
> • Williamson County Tennessee
> • Williamson County Chancery Court
> • Williamson County Sherriff's Office
> • Broker & Auctioneer…(Who also "ironically" had ethics violations related to Agency, to represent MY best interest, ABOVE and beyond their OWN, while also some "Listing Agreement" violations of TN RE laws.)
> • Broker & Auctioneer…"

SO FINALLY, TO MY QUESTONS: Will I be potentially allowed to receive a financial award and/or restitution, from some/all of these OTHER parties in my case, as listed above? Or despite the actions of ALL the "bad actors", can I only receive financial damages/awards/restitution from my ex-wife?

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bankruptcy fraud, false testimony, etc… Though I have cried foul about that throughout my case, to slow the steam roller… without change.

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Thank you very much for any help provided!

Contact

www.linkedin.com/in/jim-hivner-51137928 (LinkedIn)

Top Skills

Legal Research
Litigation
Appeals

Jim Hivner

Clerk of the Appellate Courts at Supreme Court of Tennessee
Nashville, Tennessee, United States

Summary

Experienced Court Clerk with a demonstrated history of working in the legal services industry. Skilled in Torts, Trial Practice, Tax Law, Family Law, and Trusts. Strong legal professional with a Master of Laws (LL.M.) focused in Taxation from University of Alabama.

Experience

Supreme Court of Tennessee
Clerk of the Appellate Courts
June 2014 - Present (8 years 5 months)
Nashville, TN

Shelby County Chancery Court
Chief Administrative Officer
March 2012 - June 2014 (2 years 4 months)

Glankler Brown, PLLC
Attorney
August 2001 - March 2012 (10 years 8 months)

Education

University of Alabama
Master of Laws (LL.M.), Taxation · (1994 - 1996)

University of Alabama
Doctor of Law (J.D.) · (1990 - 1992)

University of Tennessee-Knoxville
Bachelor of Science (BS), Accounting · (1984 - 1988)

Jeff Fenton

From: Jim Hivner <Jim.Hivner@tncourts.gov>
Sent: Monday, January 4, 2021 1:51 PM
To: Jeff Fenton
Cc: Lisa Marsh
Subject: Re: Which COA Judge was Assigned to my Case and which Panel is he/she on?

Follow Up Flag: Read
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Mr. Fenton:

The Order dismissing your appeal was approved by the following panel of judges: Judge Frank Clement, Judge Andy Bennett and Judge Neal McBrayer.

Jim Hivner

James M. Hivner
Clerk of the Appellate Courts
State of Tennessee
Supreme Court Building
401 7th Ave. North
Nashville, TN 37219-1407
(615) 741-2681

Hello Mr. Hivner and Ms. Marsh,

Last week I spoke at length with Shane Hutton with the Tennessee Board of Judicial Conduct, and he advised me to contact you to find out **which Panel the Judge was on who handled my case with the COA** (rejected every request except for to extend TIME), as well as **the name of that Judge**, so that I can file a formal complaint (and possibly Federal criminal charges) against him/her for violating the Judicial Canons of Tennessee (for prioritizing PROCEDURE over JUSTICE and the CARE of the PERSON). as well as the Constition of the State of Tennessee.

In my opinion, the Judge walked by someone clearly **DROWNING in Judicial Corruption**, while I presented an absurd amount of crystal clear EVIDENCE, while rather than TAKE ACTION and HELP the unjustly injured party as his/her oath of Office commands, along with the Canons and Tennessee Constitution, **the Judge CHOSE rather to LOOK AWAY and KEEP WALKING, pretending not to see anything out of the ordinary at all.**

In the end, rather than aid the unjustly injured party, the COA Judge aided in the "COVER-UP" (I suspect for his/her friends, whether Binkley or Story, as Middle Tennessee is regretfully known for), while pretending to humor me with extensions, but not allowing me to add one word to my Record, nor ordering a mistrial (which should have been AUTOMATIC after listening to the AUDIO recording of the ABUSE which took place in the 8/29/2019 hearing at Williamson Chancery). There is NO DOUBT that I was denied DUE PROCESS and even denied the opportunity to TESTIFY in my own defense, on EVERY COUNT, with the fraudulently cast "DEFAULT JUDGMENTS" against me. Besides my plainly written NOTE/LETTER/OFFER I left Ms. Fenton to sacrifice the $250k that she, Attorney Story, Judge Binkley, and Attorney Ausbrooks illegally colluded and STOLE from me, falsifying Court records both in Federal Bankruptcy Court and in the State Chancery Court simultaneously, without anything remotely resembling DUE PROCESS, care, equitability, and certainly NOT by an "unbiased tribunal", IF they would have simply dropped the BOGUS charges of being an "ABUSER", completed the divorce AMICABLY as "UNRECONCILABLE DIFFERENCES", and NOT pursue the BOGUS ORDER OF PROTECTION against me (to attempt to use Ms. Fenton as a "Human Shield", to try to HIDE THEIR CRIMES behind), with intimidation tactics, cohersion, extortion tactics, holding my CIVIL RIGHTS hostage, with a NOOSE AROUND MY NECK, threatening me not to EXPOSE their UNCIONSCIONABLE ACTS, "under color of law", while being an ABOMINATION to JUSTICE! That won't work. They've left me no choice but to continue to escalate this matter, and call attention to their crimes in Court and surrounding my case, as every single action pursued by Ms. Story was FALSE, in bad faith, and merely abuse by process. The only thing legit, was that we did need the divorce, per my wife, but the rest was all a criminial enterprise of schemes to cheat me out of every penny I had, my home, the promised $21k alimony for 6-years, and Ms. Fenton's OBLIGATION to pay her "equitable share" of ($90,000) OUR REAL MARITAL DEBTS which she abaondonded in my name.

Ms. Story repeatedly said they wanted to avoid putting the OP on me, because **I NEEDED to get a JOB ASAP** (besides, the OP was based upon FALSE TESTIMONY, DECEIPT, and still relied upon me being capable of throwing ASTROIDS to even begin to justify it, so it was absolutely ABSURD from the beginning! Yet as soon as I was no longer "an alimony concern" for Ms. Fenton (because of the bad faith DEFAUT JUDGMENTS), and I crossed state lines so not to be on Tennessee's welfare system, they "slapped me in the back of the head" with an unwarranted OP while denying me the opportunity to even participate in my own hearing! (While the "agreeement between lawyers" said that there WOULD BE NO OP, or hearing, as long as I allowed the EXPARTE' to remain in place until the divorce was finalized. Ms. Story showed no care or INTEREST for ANYTHING except for having me FORCEFULLY EVICTED (while denying my ability to take my PERSONAL PROPERTY), followed-by SEIZING and illegally SELLING MY HOME! Which she DID! Quicker than ANY LAW on ANY CONTINENT would ALLOW HER TO! As for the "agreement between lawyers" for dropping the OP upon the divorce, SO NOT TO HURT MY EMPLOYMENT OPPORTUNITIES (because as Ms. Storty REPEATEDLY said, I need to get a JOB ASAP! AND I STILL DO!), is just one more agreement they corruptly "forgot" to honor or "renigged upon", in absurdly bad faith. If honestly anyone cared about JUSTICE, they would have read my testimony I filed in court on 8/29/2019, which still to this day I'm unsure if ANYONE has read. My ignorred filed TESTIMONY from 8/29 (my "ONE AND DONE") told the TRUTH about EVERYTHING! It EXPOSED MOST OF Ms. STORY'S LIES AND BAD FAITH (which is WHY I don't

believe that Williamson Chancery or Judge Michael W. Binkley want to ACKNOWLEDGE or CONSIDER it!

Yet WHAT do they EXPECT for me to DO, if they are not even allowing me to OBTAIN A JOB TO PROVIDE FOR MYSELF, after they illegally STOLE everything else from me, while REFUSING me DUE PROCESS? There is no way to call this "ERROR" or simply "NEGLIGENCE" anymore. This is COLLUSION, CORRUPTION, OBSTRUCTION OF JUSTICE, and INTENTIONALLY EXPLOITING & HARMING AN ADA PARTY above and beyond ALL REASON! (Disrespecful of ANY laws, made to protect HUMANITY!)

I find it ironic, that between Ms. Fenton, her bankruptcy attorney, her divorce attorney (Ms. Story), and Judge Binkley, I'm the ONLY {PERSON who has acted in 100% GOOD FAITH and NOT TOLD A SINGLE LIE TO DATE), yet because of Binkley's relationship with Ms. Story, even knowing how manipulative and dishonest as she can be, Judge Binkley took EVERY WORD SHE SPOKE at 100% face value, as TRUTH, without any objectability or allowing me to testify otherwise, and when I interrupted and objected anyway or tried to correct her, nothing I said was given any merrit.

I have no doubt that Attorney Virginia Lee Story is guilty of…. Several fellonies, including breaking every vow of her oath of office, manipulating federal bankrupty fraud to further harm me (for sport), beyond what anyone could even benefit from, obstruction of justice, and the list goes on.

I believe that Judge Michael W. Binkley is either guilty of gross negligence, collusion, nepitism, extreme bias, gender discrimination, disability discrimination, as well as socioeconomic discrimination (in direct violation with the Canons), as well as not recusing himself when Ms. Story was the opposing Counsel, which against the Canons, presents a tremendous credibility problem, and cause for CONCERN about FAIRNESS and BIAS (for obvious reason – this is the PERFECT CASE TO FOREVER END THAT PRACTICE) with them being close friends, and the bias if not corruption which resulted from that.

There was no part of this which was not abusive, it appears to be that old "patriarchial" "plantation law" which Tennessee claims to be trying to STEP AWAY FROM.

Everyone there was a criminal except for me, while I was the party assaulted, defamed, robbed, and then bound and gagged, so not to cry foul, as they KNOW that I have 40GB of EVIDENCE of their Judicial Corruption and Obstruction to Justice, which speaks for itself.

That Audio tape of the 8/29/2019 hearing is ONE "smoking gun", but there is a second "smoking gun" which is even MORE incriminating for Ms. Story. That is what I was working on and discovered when I thought it was too late on my "brief". I made a chronological linear path of every communication I had with Attorney Virginia Lee Story, both before Court, during Court, and after Court. Including her aggressive demands that I be forced to vacate by police escourt, while denying me the ability to even take my personal property with me, promising in Court that they would safely STORY and SHIP my personal property to me after the sale of our home, and hold the final hearing over the phone (she told

my Counsel Marty Duke that she would bring an MDA to court that day, on the 29th, but I have a gut feeling that Judge Binkley may have strayed her away from that for a more favorable manipulated default judgment, without ever even providing me with a chance at the phone hearing, or a simple MOTION FOR DEFAULT JUDGMENT. Instead (even before the sale) Ms. Story changed her whole story-line, now deeming it "financially irresponsible" to ship my personal property to Michigan, because she had it all valued by her buddy, then tried to extort $2,000 from my mother to pay for storage, and to have it packed and moved there, while she had fraudulent created this whole situation, because on two separate occasions she testified that it was all MINE (as it was).

Yet about $10,000 worth of MY PERSONAL PROPERTY went mysteriously MISSING while I was ordered GONE until the auction was completed. Which to date, no one will give me any information regarding my $10k of personal property, OR will even provide me with a fully executed HUD-1 SETTLEMENT STATEMENT proving the final sale and expenses from selling our HOME, while I believe to have seen on a preliminary HUD an undislcosed $5k ADVERTISING FEE to Ms. Story's buddies who AUCTIONED OUR PROPERTY, while both they and the closing company have REFUSED to provide me with a SETTLEMENT STATEMENT, which is UNCONSCIONABLE for anyone selling and making money off the sale of MY HOME!

It is SO FREAKING DEEP IN COLLUSION AND CORRUPTION! I need to go to Kentucky and bring back the LAW!

So when you LINE all of those conversations up chronologically, you can see me having conversations with Ms. Story immediately before court, where she told me one thing prior, then she swore the exact opposite in court, then after court, she lied again and gave me a bogus reason for the harsh Judgment, when unbeknowst to me at that time, she had just DRAFTED the judgment herself! Yet she STILL lied to me about the reasoning for it. While Judge Binkley REFUSED to tell me in Court WHY he made such an outrageously harsh judgment, after making fun of me a bit for being pro se, and being disabled, he then told me that I was SUPPOSED to KNOW everything about the law, since I was representing myself pro se, so he wasn't going to WASTE FOUR HOURS of his time "trying to be nice to me" to explain to me WHY he had came down on me with a ridiculously harsh judgment, which completely contradicted everything done in our first hearing, when I had counsel to protect me. (Incidently, the entire hearing took less than 30-minutes, so I don't believe there was ever a 4-HOUR concern. I just don't think that Judge Binkley KNEW a justifiable REASON for coming down on me with such a harsh judgment, and if he presented it, I could have corrected his "error", so he just refused to comment, being what I believe that he and Ms. Story had agreed to prior to Court, which I credit for being WHY Ms. Story never brought me an MDA that day in Court, as she had told my prior Counsel, Marty Duke that she would.

Anyhow, when all of these conversations with Ms. Story are stacked up, chronologically, it shows extremely vividly how excessively abusive and in bad faith she acted (saying one thing in court, and the exact opposite outside of court). To the point of intentionally exploiting my disabilities, for not just a strategic advantage, but for FUN, even when it served NO ONE anything at all! When it didn't benefit her client, any of her associates, it certainly didn't serve the law by any means, and it didn't put one

penny in her pocket either. It was MERELY FOR ABUSE for HER ENTERTAINMENT, for DOMINATION and to excert wholly illegal powers allowed her by Judge Binkley to harm me!

When all lined up, with the TIMING of each, it proves also that she manipulated the Federal Bankrupty Fraud to FURTHER injure me! In an attempt to DENY me my $10,000 worth of personal property EXEMPTIONS, per TENNESSEE STATE LAW, which I had properly filed and served her, while she did everything in her power to SELL AND DISCARD my personal property as her letters continually threatened, as absolutely QUICKLY AS POSSIBLE. If I was ONE DAY LATER on RUSHING TO TN to get what I could of my Personal Property (after begging her for the opportunity), she had coluded with the Bankruptcy Attorney and obtained a FEDERAL Court Order to sell or discard ALL MY PERSONAL PROPERTY, without anyone ever telling the Bankruptcy Court that all the PERSONAL PROPERTY was OWNED BY ME, else they would need to NOTIFY OR SERVE ME BY LAW before any judgments could be made about MY PROPERTY!

That is one of the same scams they played on me with the Fraudulent Bankruptcy filing, they did not inform the bankruptcy court of my investment in or ownership of OUR HOME. While they also fraudulently failed to dislocse any SUPPORT which Ms. Fenton had paid for me for a DECADE and even continued to pay AFTER the date of Ms. Fenton's SECRET bankruptcy filing!

So all together, the Judicial Corruption/Obstuction of Justice required two CORRUPT ATTORNEYS, Attorney Mary Beth Ausbrooks (bankruptcy fraud) and Attorney Virginia Lee Story (every other kind of fraud, bad faith, perjury, abuse by process, intentional ADA exploitation and abuse, collusion, and corruption – the "RING LEADER" I believe), and at least one Corrupt JUDGE who would allow Ms. Story to do whatever she wanted, without regard for the LAW, equality, fairness, justice, which was Michael W. Binkley. One corrupt COA Judge who refused to AID the obviously INJURED PARTY, DESPITE THE MOUNTAINS OF EVIDENCE OF LEGAL ABUSE AND BAD FAITH (at least), unless I could write a LEGAL BRIEF, which even John Coke admitted was extremely complex and why people go to school for several years and why they call it a "legal practice" because there is a LOT TO LEARN. (Not to mention that writing a BRIEF to include all this ABSURD CORRUPTION was like trying to "FIT A CITY THE SIZE OF DETROIT, INTO ONE CITY BLOCK", which is completely OVERWHELMING TO ME! So to require me to be able to combat Ms. Story (a corrupt Court, a couple of high power corrupt attorneys, while even Ms. Beeler, the Clerk of the Court refused any ADA assistance and now yells at me on the phone, and denies to provide me with ANY INFORMATION regarding the actions which the court continues to take or has taken against me, without me first providing a SIGNED FREEDOM FOR INFORMATION ACT REQUEST, expecting at least a TWO WEEK delay for delivery. Where they will EMAIL everyone else in town any MOTIONS and JUDGMENTS INVOLVING THEM, but now WILCO Chancery is FURTHER DISCRIMINATING against me, REFUSING to assist me in ANY COMMON CAPACITY! To try to COVER-UP what Judge Binkley and Virginia Story have ILLEGALLY DONE! While Ms. Beeler has MORE EVIDENCE than she ever wanted to see PROVING THEIR CRIMES AGAINST ME, so now she is irritated with ME, when I've never been anything but POLITE to her, but I believe that she resents being put in such a COMPROMISING POSITION by Judge Binkley and Attorney Story. For the COA to refuse me ANY HELP, JUSTICE, or RELIEF, despite me presenting IRREFUTABLE EVIDENCE of HARM by the Trial

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Court, I believe is a violation of the Judicial Canons, as well as a government "Cover-Up" to illegally protect Binkley/Story/Ausbrooks (which I belivee constitutes "Obstruction of Justice" by the COA.)

POTENTIAL PARTIES TO THIS CASE

To be clear, I believe to be legally due approximately **$250,000** from Ms. Fenton, without any punitive damages. While I have suffered a host of nearly unfathomable damages either caused by or in conjunction with actions or work done by the following parties:

- Attorney Virginia Lee Story (Story, Abernathy, & Campbell, PLLP)
- Attorney Kathryn Lynn Yarbrough (Story, Abernathy, & Campbell, PLLP)
- Paralegal Heidi Macy (Story, Abernathy, & Campbell, PLLP)
- Judge Michael W. Binkley (Williamson County Chancery Court)
- Clerk & Master Elaine Beaty Beeler (Williamson County Chancery Court)
- Attorney Mary Beth Ausbrooks (ROTHSCHILD & AUSBROOKS, PLLC)
- Attorney Alex Koval (ROTHSCHILD & AUSBROOKS, PLLC)
- Attorney Henry Edward Hildebrand, III (Office of the Chapter 13 Trustee)
- Judge Charles M. Walker (U.S. Bankruptcy Court for the Middle District of TN)
- Attorney Sam Anderson (Bankers Title & Escrow)
- Paralegal Kim Murray (Bankers Title & Escrow)
- Broker & Auctioneer Tommy Anderson (HND Auctions, LLC)
- Broker & Auctioneer Pat Marlin (McArthur Sanders Real Estate)

Collectively, truth be told, in an honestly "fair" and "equal" settlement, absent of all bias, relationships, and influence, I believe to be due at least **$500,000** when combining that which I believe Ms. Fenton intentionally cheated me out of, along with the immediate damages suffered,

I can't get a JOB now because of COVID and my mother's immunity disorder, while I have a previous employer offering me work from HOME, but I must be able to pass an extensive BACKGROUND CHECK FIRST! So Judge Michael W. Binkley / Attorney Virginia Lee Story/ Attorney Kathryn Lynn Yarbrough / Attorney Mary Beth Ausbrooks / Attorney Henry Edward Hildebrand, III (negligent Bankruptcy Attorney who failed to CHECK the DEED and PROVIDE ME NOTICE (even though Ms. Fenton and Ms. Austrooks intentionally HID and WITHHELD that information), it still was DISCOVERABLE. The klan has not only denied me my property, shelter, rental income, every form of provision, but they have also corruptly rendered it IMPOSSIBLE for me to SUPPORT MYSELF, which is simply **CRUEL AND INHUMANE!** I am moving forward with Federal corruption charges against

every party involved, **as Judge Michael W. Binkley moves forward in the footsteps of his mentour and personal benefactor, former Nashville Judge Casey Moreland. (That is EXACTLY what I see in this CASE! "A case-within-a-case, as are most cases of malicious litigation and judicial corruption.")** Since they unjustly REFUSE to allow me to SURVIVE their ABSURD ABUSE "under color of law", I have no choice but to seek Federal Protection from OUTSIDE the State of Tennessee, in hopes of finding an "unbiased tribunal" SOMEWHERE! Either someone needs to start paying punitive damages or support, or they must allow me to OBTAIN A JOB, which I can't DO with the current PANDEMIC with their FRAUDULENT OP! So the ONLY chance I have to SURVIVE is to give this case as MUCH EXPOSURE as possible, to every law enforcement, accountability organization, ada, civil rights watchdogs, politicians and judges from Tennessee to Washington DC, as well as alerting the public about the "perfect storm" of bad policies, intentionally next to NO TRANSPARENCY, and so far no State Accountability to speak of. Without it taking YEARS of my life to simply get the most OBVIOUS self-substantiating CRIMES against me withdrawn and expunged so that I can simply GET A JOB to support myself! During the pandemic health crisis of our lifetime, I additionally have a whole COURT of CORRUPTION holding me down, for FEAR that I might EXPOSE their CRIMES against me! While due to their CHOICE to continue to FRAUDULENTLY HOLD ME DOWN, I have NO CHOICE but to do so!

If I can get the attention of the iTeam, other investigative media outlet, or Southern Poverty Law, the NRA, ADA or Civil Rights organization.... This will be an embarrasment which will rock the entire State of Tennessee Judicial System, and hopefully END several bad, discriminatory, unethical policies or like the Story sponsored vacations with the Binkley Family and other local Judges and key decion makers.... That is the OLD SOUTH.... refusing to ACKNOWLEDGE or COMPLY with the UNITED STATES CONSTITUTION, or to act ethically, transparently, responsibly (as most of our Country would DEEM simply "COMMON SENSE"), with quck checks and balances for accessible expedited accountability, without needing to spend YEARS unjustly JUDGED, as "GUILTY until PROVEN INNOCENT!" Illegally depriving a man of his FREEDOM of LIFE, LIBERTY, and the PURSUIT OF HAPPINESS! (Years lost which can never be gotten back, where monetary damages are but a stipend which can never restore what was unjustly TAKEN.) While clearly continuing to operate Tennessee's Judiciary System in the OLD patriarchial system of WHO KNOWS WHO, or as I call it, "PLANTATION JUSTICE", which is a FAR CRY from what all these Williamson County investors expect, having come from States which have far more transparent and accountable judicial systems, which automatically makes them less partial, and more difficult for judicial corruption to thrive. Where EQUALITY in Court means something different than here, something which is MUCH CLOSER to real "EQUALITY". Where the CONSTITUTION OF THE UNITED STATES OF AMERICA is honored and respected as the SUPREME LAW OF THE LAND, not just in written word, but in ADMINISTRATIVE PRACTICE as well!

With a deceptivly incomplete affidavidt provided my Attorney Virginia Lee Story, to DENY me participation in my OWN divorce hearing and Fraudulent OP (after promising me in Court that we would hold the hearing over the phone), after I took the TIME to draft a 250-PAGE RESPONSE, EXPOSING SOME OF THE CRIMES OF Ms. FENTON and Ms. STORY AGAINST ME, it is BEYOND UNREASONABLE to ARGUE that I took the TIME to DO ALL THAT WORK to COMPILE and

ORGANIZE MY EVIDENCE, to WRITE, LABEL, and BIND MY EXPOSE' OF TRUTH (my defense), while staying awake for DAYS, to draft, memorialize, and provide my defense against ALL THE BOGUS CLAIMS I was aware of at that time, and the ABUSIVE and UNJUST ACTIONS taken to date by ATTORNEY STORY, to then argue that I simply QUIT CARING about DEFENDING MY OWN FREEDOMS, my FIRST and SECOND AMENDMENT CONSTITUTIONAL RIGHTS AS A UNITED STATES CITIZEN, claiming that instead I INTENTIONALLY CHOSE NOT TO PARTICIPATE IN THOSE HEARINGS, GRANTING MS. STORY AND MY EX-WIFE DEFAULT JUDGMENTS AGAINST ME! There is nothing MORE ABSURD! NO Person who has EVER KNOWN ME, or which has received a single communication by me before or since (except by FRAUD, COLLUSION, and/or CORRUPTION) would EVER say that I WOULD VOLUNTARILY ABANDON MY RIGHT TO DEFEND MY CONSTITUTIONAL FREEDOMS, WHILE THEY ARE STILL ACTIVELY UNDER ATTTACK! That is the most indecesnt, insane, unplausible, unrealistic, absurd proposal that I've ever heard! While I can provide you with contact information to a HUNDRED other people who will tell you the exact same thing about me! I don't LIE DOWN and ALLOW people to STEAL MY FREEDOM! Placing a NOOSE AROUND MY NECK and UNJUSTLY STEALING MY FREEDOM is the best way to GUARANTEE that I CAN'T AND WON'T EVER LEAVE UNTIL MY PERSON IS RESTORED! While I will scream "BLOODY MURDER" with every legal means that I have access to or can obtain, without care or regard for how high-up the totem pole the POWERFULLY CORRUPT PARTY ABUSING ME IS! I believe in ACCOUNTABILITY! I also believe that it is MY DUTY to hold the PASTOR and the JUDGE "accountable" as it is their job to hold me "accountable". I do not fear PEOPLE or POSITIONS, and I LIVE FOR TRUTH! I KNOW that given enough time, the TRUTH WILL WIN, because I will not QUIT EXPOSING IT, from every roof-top, until the power of the absurd LIES has been EXPOSED and DEFEATED! As for how many corrupt judges and attorneys need to be exposed and find a new line of work afterwards, or how many Local Rules and Procedures need to be BOILER PLATE throughout Tennessee, so that NO JUDICIAL DISTRICT has the CHOICE to enact DISCRIMINATORY RULES and PROCEDURES against their CITIZENS, I have learned the HARD WAY exactly where the CRACKS ARE in the system which allowed a couple of corrupt individuals to perversly harm me while I was litterally rendered DEFENSLESS because of the DISCRIMINATION as well as the CORRUPTION within their County Court!

While if any more adverse actions are taken against me, I will go straight to the FBI, filing Criminal Corruption Charges against everyone involved. There is NO CHANGE in Tennessee's JUSTICE or Judicial System, whether in replacing people, positions, policies, reforming laws, rules, procedures, improving transparency, accountability, reforming the Appellate Court so that a person need not be a LEGAL SCHOLAR to have ANY CHANCE of not being VIOLENTLY CRIMINALLY HARMED BY THE ADMINISTRATION OF "LAW"! I probably have a DOZEN ideas right now, which are simply what most people would consider "COMMON SENSE", and probably they would be SHOCKED to learn that though it is "COMMON SENSE", it is not how Tennessee's Judicial System currently operates. So though I would very much like to MOVE ON WITH MY LIFE and leave this LEGAL CRUSADE BEHIND, I will NEVER stop exposing TRUTH and promoting "COMMON SENSE" Judicial Reform in TENNESSEE, until my CONSTITUTIONAL FREEDOMS AS A UNITED STATES CITIZEN HAVE BEEN FULLY RESTORED, the LIES AGAINST ME (of being an "abuser", a "stalker", a "danger", or having "threatened" or "harmed" or "endangered" the PERSONAL SAFETY OF

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ANYONE, EVER) HAVE BEEN REVOKED, DISMISSED, STRICKEN, OVERTURNED, AND PERMANENTLY EXPUNGED!

If that (MY PERSON) can be RESTORED in 1-month, 3-months, 6-months, 5-years, 15-years, then THAT is when **I WILL BE FREE TO MOVE FORWARD WITH MY LIFE.** Meanwhile, any POWER holding my FREEDOM, my REPUTATION, my PERSON and/or my LIFE HOSTAGE, until that day of RESTORATION finally arrives, will be held financially liable for the IRREVOKABLE LOSS of **EACH AND EVERY DAY OF MY LIFE**, and my UNJUSTLY LOST **LIFE, LIBERTY, AND PURSUIT OF HAPPINESS,** along with the IMPACT that DELAY in vocational rehabilitation and professional development has upon my ability to ever RETIRE. **Starting from the date when I was illegally EVICTED FROM MY HOME, by Attorney Virginia Lee Story, Judge Michael W. Binkley, and the Williamson County Sherif's Office (whom they had unconscionably "enforce" their CRIME against me) on 9/3/2019!** Though it certainly could be justified sooner, that shall be the date qthat this TRAVESTY OF INJUSTICE, MALICIOUS LITIGATION, ADA EXPLOITATION AND ABUSE, AND JUDICIAL CORRUPTION

The pattern which I recognized, because I witnessed it just enough times to actually SEE it, was that Ms. Story would handle all the really "DIRTY WORK", providing Judge Binkley just the thinnest vail of "plausible deniability" (though I don't believe that any "impartial" mind would find it wholely UNREASONABLE), Ms. Story would then provide intentionally MISLEADING testimony or an affidavidt in Court, which then left a GAP to traverse to their absolutely incorrect conclusion, which Chancellow Michael W. Binkley would then leap over, as Ms. Story passed him the ball and Judge Binkley SLAM DUNKED IT, with the fully weight of the Williamson County Court System and the WCSO behind him to "ENFORCE" his LITTERALLY ILLEGAL COURT ORDER! Based upon flase and manipulated information, and an UNREASONABLE conclusion, without allowing me any involvement to speak for myself, a crime against the Judicial Canons, every Constitution, and their Oaths of Office.

Causing FURTHER damage my life while they both were already guilty of a litany of Federal Crimes against me, **I believe including violations of the RICO Act, as they have forced me to rely upon the State of Michigan's social services simply to SURVIVE their wholley unjustifiable malicious litigious, exploitation, coercement, abuse, extortion, threats of incarceration, and judicial corruption violently commited against me, while denying me ANY OPPORTUNITY AT DUE PROCESS!** Their will be a time when JUSTICE will hear the crimes of Judge Michael W. Binkley, Attorney Virginia Lee Story, and Attorney Mary Beth Ausbrooks against me, where their answer will need to be MORE than accusing me of being the "MONSTER" they have portrayed me as, although there is NO EVIDENCE of that, while not even having an arrest in my lifetime (which is better than Judge Michael W. Binkley). At some point, regardless of the OUTRAGEOUS LIES which my EX-WIFE has told, or which her COUNSEL has directod her to TELL, no LEGAL TRIAL or HEARING can take place without giving BOTH PARTIES an opportunity for their CASES to be HEARD by an UNBIASED TRIBUNAL! While that's exactly what they CAN'T produce any evidence of, because it NEVER HAPPENED! While I did everything IN MY POWER to BE HEARD, even though I KNEW that it wasn't a "fair" and "IMPARTIAL TRIBUNAL"! There was nothing which I was MORE SURE OF!

ASTHMA, ALLER(

S. Anne, M.D. R. Botta, M.D.

Patient Name: Marsha Fenton
Visit Date: 7/2/2020

Thank you very much for letting me participate in
consultation on 07/02/20. Marsha states that her Ig
respiratory tract infection. She has been following
She is wearing the mask. She is staying home. Her
any fever, chills, or rigors. She denies any upper (

PHYSICAL EXAMINATION: Deferred at this tim

IMPRESSION: Ms. Marsha Fenton has:
1. IgA deficiency, and
2. Chronic rhinosinusitis.

RECOMMENDATIONS:
1. Marsha is prone to develop recurrent infections
exposure to COVID-19 infection.
2. Since her son stays with Marsha, I strongly recc
reduce significantly the risk of exposure of Ms. Fe
3. A follow-up appointment has been scheduled in

I have repeatedly offered to FORFEIT every penny I am due, and even to sign mutual hold harmless agreements with every party who has obviously harmed me, including federal crimes of corruption and obstruction of justice, abuse of process, crimes which could cost them serious prison time, being disgraced and disbarred, and never being able to practice law again (like Casey Moreland), if they would only IF they would drop their BOGUS charges against me, take the NOOSE OFF MY NECK, and allow me to MOVE FORWARD with my life untethered. Clearly I wouldn't have written 250-pages in my defense and then NOT WANTED TO PARTICIPATE after (I KNEW THEY ILLEGALLY) ran me out of my HOME with the Williamson County Sherrif's Office, and subsequently the State of Tennessee, refusing to provide me with ANY substitute shelter or provision whatsoever.

WHERE to Aiding in the "COVER-UP" while denying me any assistance to help mitigate my outrageous damages which are daily increasing exponentially, to SUPPORT AND ENFORCE THE CONSTITUTION of BOTH Tennessee and the United States, or to help DELIVER JUSTICE. Acting as though seeing NOTHING out of the ordinary, while continuing his walk. That COA JUDGE (whether a friend of Binkley's or Story's – which Middle Tennessee is known for and I believe is very likely – seeking to PRETEND to offer HELP by granting extensions of TIME, while refusing EVERY OTHER ACCOMODATION requested (and I thought approved) in my ADA Request for Modifications form (such as to JUDGE by the SPRIT OF THE LAW RATHER THAN to help "Cover-Up" he COA absolutely REFUSED to reach out a hand to help SAVE ME, UNLESS I COULD FIRST DEFEAT ATTORNEY VIRGINIA LEE STORY IN A LEGAL JOUST IN THE COLLESEAM FOR THE JUDGES AMUSEMENT!

The Judicial Canons as well as the Tennessee State Constitution say NOTHING about the need to (be able to) file an APPELLANT BRIEF (procedure) in order to receive JUDICIAL PROTECTION for illegal CORRUPTION, COLLUSION, and UNCONSTITUTIONAL BIAS and HARM. Actually, they say EXACTLY THE OPPOSITE and provide provisions for SETTING ALL RULES AND PROCEDURES ASIDE FOR THE ADMINISTRATION OF JUSTICE TO ANY CITIZEN!

Tennessee Citizens are ENTITLED to EQUAL protection by the LAWS of the State of Tennessee, and illegal HARMS caused by the Court. CLEAR EVIDENCE of JUDICIAL ABUSE, COERSION, NEPITISM, DISCRIMINATION, BIAS, AND COLLUSION (along with likely OBSTRUCTION OF JUSTICE) was clearly evident in that ONE RECORDING, had they simply listened to that one 30 MINUTE AUDIO RECORDING from my abusive trial on 8/29/2019 in Williamson Chancery, while FACT CHECKING EVERY WORD SPOKEN by Judge Michael W. Binkley and Attorney Virginia Lee Story.

I pleaded for an EXCEPTION to the rules, for which there are rules to allow so not to prevent any citizen JUSTICE, while the Court instead chose to HIDE the CORRUPTION while continuing to daily cause me harm by the continued corruption.

JUSTICE delayed is JUSTICE denied! I'm exhausted at begging Tennessee JUDGES to HONOR, RESPECT, and ABIDE BY THE LAW! I will seek Federal Criminal Charges against all parties now, in

addition to public exposure and any real "accountability" provided by your ethics boards (which so far I'm not very hopefull for.)

Anyhow, I need the PANEL the JUDGE was on who handled my case with the COA, as well as the NAME OF THAT JUDGE for the Tennessee Board of Judicial Conduct. SURELY you know and there are SOME records at SOME level for who was assigned to each case, and who DECIDED (and denied) my EVERY REQUEST! Even the attached ADA REQUEST FOR MODIFICATION REQUIRES THE SIGNATURE OF THE PRESIDING JUDGE, UNLESS THEY WERE JUST FAKING IT AND THAT REQUEST FOR MODIFICATION WAS KEPT IN HOUSE AND BURRIED UPON DISMISSAL? Maybe I need to work "backwards" from the AOC director, to see if any such form was ever turned into her. (Even if no "Panel was Assigned", at least a JUDGE was, and I would greatly appreciate their name.)

Where transparency is cloaked, and accountability is unreachable, CORRUPTION THRIVES! It blows my mind how unethical, hidden, and unaccountable our "decision makers" are! And we wonder WHY they are corrupt? Because we paved the way for them! Ridiculous.

Please know that at this point, all information will most likely be made publicly available. It is nothing personal, I really like you, but the absolute INACCESSIBILITY of JUSTICE for the common mane, is totally unacceptable, as we have some litteral MOBSTERS running our Courts, who are "untouchable". That must come into the LIGHT, become EXPOSED, and the infection REMOVED from our JUDICIAL SYSTEM, or JUSTICE is no more guaranteed any man or woman in Tennessee, than the odds of playing DICE or any other gambling fetish.

Please provide me with the name of the JUDGE who DENIED ME JUSTICE, yet AGAIN!

Thanks to COVID, with my mom's immunity disorder, I CAN'T GET A JOB FROM HOME (as needed not to endanger my mother's life), until this absolutely absurd obomination of justice is FIXED! SO all day every say, all that I can do is keep shaking trees and exposing the truth to larger and larger audiences, from State to Federal, until I join up with others who have been similarly injured by Tennessee's broken Judicial System, and our voice becomes much greater, or until somebody hears my cries and uses a little common sense, deducting that it isn't HUMANE to rob my home, every penny I've ever had, force me out without replacement shelter, any healthcare, medication, vocational training, job, or means to survive, WHILE ALSO HARMING MY EMPLOYMENT OPPORTUNITIES WITH A FRAUDULENT OP, WHICH MS. STORY AND JUDGE BINKLEY WERE NOT INTERESTED IN CHARGING ME WITH UNTIL I WAS NO LONGER AN ALIMONY CONCERN FOR MS. FENTON, AND I WAS RUN OUT OF THE STATE OF TENNESSEE, TO BE ON THE STATE OF MICHIGAN'S WELFARE SYSTEM! I see SO MANY potential civil and criminal lawsuits in this matter.... FENTON VS. STATE OF TENNESSEE.... All because some arrogant thug REFUSED TO REMOVE THEIR ILLEGAL NOOSE FROM AROUND MY NECK! Which the World is going to KNOW and think of TENNESSEE as the king of JUDICIAL CORRUPTION once again! PLANTATION LAW.... Where the "MASTERS" still won't let the "SLAVES" be FREE, regardless of what COLOR they ARE!

It's not about race, it is about SOCIOECONOMICS, which the judicial CANONS of TENNESSEE EXPRESSLY FORBID BIAS or DISCRIMINATION BASED UPON!

Yet here we are…. Again…

One part of me says, TAKE IT TO FEDERAL COURT, spend a year on it, and I'll never need to work again! (I have no other chance at "retirement") The people who have CLEARLY UNCONSCIONABLY violated me, have VERY DEEP POCKETS and will eventually be FORCED TO PAY! But I just want to GO ON WITH MY LIFE WITHOUT A FREAKING NOOSE AROUND MY NECK, OR DAILY FEAR FOR ME OR MY MOTHER AT WHAT UNCONSCIONABLE CRIMES OR LIES THEY WILL TELL ABOUT ME NEXT. An embarrassment to ALL of TENNESSEE… MOBSTERS making $200k per year on the TAXPAYERS ROLES, and God only knows how much under the table (since they refuse transparency and accountability). MOBSTERS WHOSE NAMES HAVE BEEN AND WILL AGAIN BY RIGHTFULLY SYNOMONOUS WITH THEIR KLAN LEADER, AND FORMER BENEFACTOR, CASEY MORELAND!

This seems so SIMPLE that anyone with a SIXTH GRADE LEVEL OF "COMMON SENBSE" or even a HOMELESS PERSON, could ADMINISTER JUSTICE IN THIS CASE FAR BETTER THAN THE EGOMANIACS AND BUDDIES MAKING $200k per year to HOLD THE PUBLIC DOWN! It is OUTRAGEOUS!

While taking up the RESOURCES of a dozzen different departments in Tennessee, from the AOC, the COA, the TRIAL COURT, the BOARD OF JUDICIAL CONDUCT, the Supreme Court, the BOARD OF PROFESSIONAL RESPONSIBILITY… all because of one VERY OBVIOUSLY UNJUST RULING, with a MOUNTAIN OF EVIDENCE, but which only requires listening to ONE COURT RECORDING, while FACT CHECKING!

But nobody cares enough to do it…

Thanks.

REFUSED Per my ADA REQUEST – though without acknowledging it:
Judgment Based Upon the LAWS – not just the Technical Codes which I am Knowledgeable about, or able to Research and Cite (ignorance about the law is no excuse for breaking it, hence it shouldn't be for being protected by the law either). Please Judge based upon the SPIRIT of the Law, not just the Technical Manipulation of Words used to Express, Define, and Communicate it. Thank you!

Significant problem and request for Court Oversight, Accountability, Advocacy, and Assistance: I strongly believe that the narrative driving the basis for ALL the actions levied against me so far by the opposing counsel (Ms. Story) has been largely FALSE, Intentionally Deceptive, Bombarding me from every angle simultaneously, specifically to Exploit my Known Disabilities, to Strategically Devastate me, using HARRASSMENT BY LEGAL PROCESS (malicious litigation). Combined with Ms. Story's Reputation, Resources, and Relationships, I don't believe that I ever had a chance at a Fair Trial. Ms. Story BOUND me with an OP obtained under False Testimony, then TOOK and DESTROYED everything of substance, which I have ever owned, in just two months.

JEFF FENTON

Jeff Fenton

From: Jeff Fenton
Sent: Friday, March 17, 2023 10:18 AM
To: Jim.Hivner@tncourts.gov; john.coke@tncourts.gov
Cc: appellatecourtclerk@tncourts.gov; Lisa Marsh
Subject: FENTON INFORMATION REQUIRED: M2019-02059-COA-R3-CV | WILLIAMSON COUNTY CHANCERY COURT #48419B
Attachments: 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio (SENT).pdf; 2020-07-08 ADA Request for Modification due to Mental Health (Under Tennessee Judicial Branch Policy 2_07).pdf; 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances (SENT).pdf; USCOURTS-tnmd-3_15-cv-00127-1 (PRO SE Default Judgment) with Markup.pdf; T.C.A. § 39-16-403 Official Oppression - Markup (A-2b).pdf; Tennessee Court Clerk Guidelines (with markup).pdf; 2020-10-28 Motion to Supplement and Correct the Record.pdf; Cruel and Inhumane - (Binkley, Beeler, Story) Markup (A-2B).pdf

Hello Mr. Hivner!

Congratulations on the promotion Mr. Coke!

I need a file stamped first page of the following documents which I filed through you:

- **2020-10-16 Affidavit of Jeffrey R. Fenton – "Authenticity of Audio"**, which I emailed to you on 10/16/2020, at the same time as I emailed you the "EMERGENCY MOTION Notifying of Exigent Circumstances.
- **2020-10-28 Motion to Supplement and Correct the Record**

My understanding is that all fillings are to be time stamped "filed" within 24 hours of receipt, regardless of how the judge chooses to rule on the matter. So, I need a file stamped copy of the "RECEIVED" Affidavit and Motion proving that I submitted them to the court please.

Also, I should have received (but never did) a fully executed copy of each of my ADA Requests for Modification due to Mental Health (Under Tennessee Judicial Branch Policy 2_07). One for each filing. Showing it time stamped filed/received with each filing, while also notifying me about what accommodations each Judge approved or alternates suggested per the fully executed forms. (Please send me all three fully executed pages for each filing, so that I can try to understand what transpired):

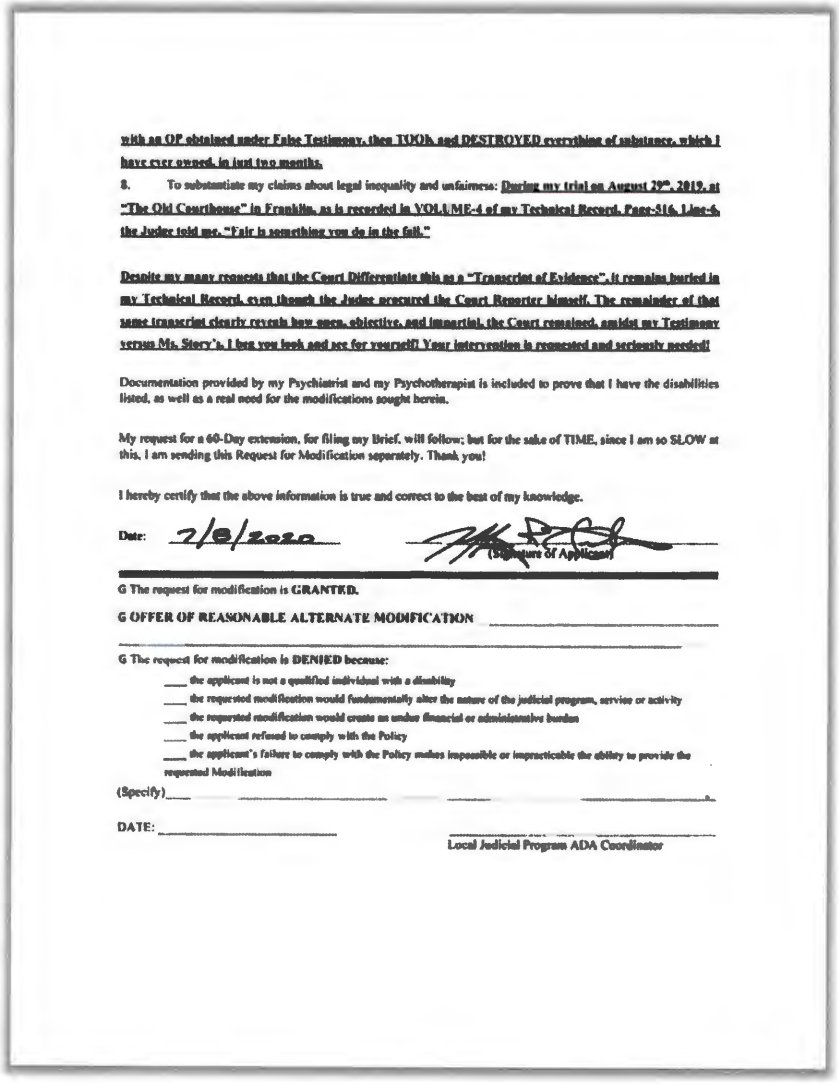
- GRANTED
- OFFER OF REASONABLE ALTERNATE MODIFICATION
- The request for modification is DENIED because:
  - The application is not a qualified individual with a disability.
  - The requested modification would fundamentally alter the nature of the judicial program, service or activity.
  - The requested modification would create an undue financial or administrative burden.
  - The applicant refused to comply with the Policy.
  - The Applicant's failure to comply with the Policy makes impossible or impracticable the ability to provide the requested Modification.
- (Specify)_____
- DATE: _____

- Local Judicial Program ADA Coordinator: _____

With the next page including:

- APPEALS:
- PRESIDING JUDGE REVIEW
- ADMINISTRATIVE OFFICE OF THE COURTS REVIEW

With all dates and signatures for each of my filings, executed. As I understand they are determined individually by the Presiding Judge who reviews each filing.



with an OP obtained under False Testimony, then TOOk and DESTROYED everything of substance, which I have ever owned, in just two months.

8. To substantiate my claims about legal inequality and unfairness: During my trial on August 29th, 2019, at "The Old Courthouse" in Franklin, as is recorded in VOLUME-4 of my Technical Record, Page-516, Line-6, the Judge told me, "Fair is something you do in the fall."

Despite my many requests that the Court Differentiate this as a "Transcript of Evidence", it remains buried in my Technical Record, even though the Judge procured the Court Reporter himself. The remainder of that same transcript clearly reveals how open, objective, and impartial, the Court remained, amidst my Testimony versus Ms. Story's. I beg you look and see for yourself! Your intervention is requested and seriously needed!

Documentation provided by my Psychiatrist and my Psychotherapist is included to prove that I have the disabilities listed, as well as a real need for the modifications sought herein.

My request for a 60-Day extension, for filing my Brief, will follow; but for the sake of TIME, since I am so SLOW at this, I am sending this Request for Modification separately. Thank you!

I hereby certify that the above information is true and correct to the best of my knowledge.

Date: 7/8/2020 (Signature of Applicant)

G The request for modification is GRANTED.

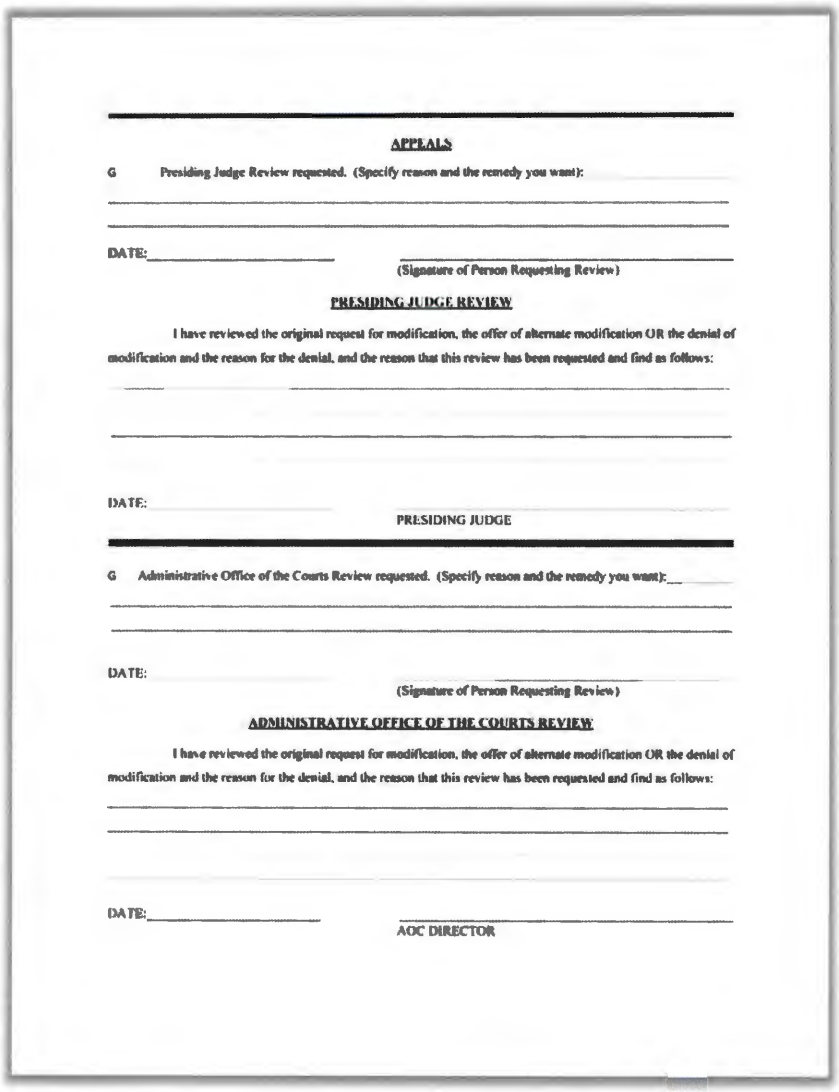
G OFFER OF REASONABLE ALTERNATE MODIFICATION _____

G The request for modification is DENIED because:

___ the applicant is not a qualified individual with a disability
___ the requested modification would fundamentally alter the nature of the judicial program, service or activity
___ the requested modification would create an undue financial or administrative burden
___ the applicant refused to comply with the Policy
___ the applicant's failure to comply with the Policy makes impossible or impracticable the ability to provide the requested Modification

(Specify)_____

DATE: _____ Local Judicial Program ADA Coordinator



APPEALS

G Presiding Judge Review requested. (Specify reason and the remedy you want):

DATE: _____ _____
(Signature of Person Requesting Review)

PRESIDING JUDGE REVIEW

I have reviewed the original request for modification, the offer of alternate modification OR the denial of modification and the reason for the denial, and the reason that this review has been requested and find as follows:

DATE: _____
PRESIDING JUDGE

G Administrative Office of the Courts Review requested. (Specify reason and the remedy you want):

DATE: _____
(Signature of Person Requesting Review)

ADMINISTRATIVE OFFICE OF THE COURTS REVIEW

I have reviewed the original request for modification, the offer of alternate modification OR the denial of modification and the reason for the denial, and the reason that this review has been requested and find as follows:

DATE: _____ _____
AOC DIRECTOR

Also, please do not destroy any documentation, and please instruct the trial court not to either. I no longer communicate with the Trial Court due to the harsh, bias, collusive, discriminatory, threatening, and retaliatory behavior which they have exhibited against me (all with records). From Clerk and Master Beeler to Judge Michael W. Binkley, to their close family friend of over 40—years across the street, Attorney Virginia Lee Story, who unbeknownst to me wrote my court orders, directly falsifying and coloring them feloniously packed with fraud! (All which you have evidence of on file, yet the truth and evidence have been unfortunately irrelevant to date.)

Please also ensure that this does not get turned into a collection agency or recall it and remove any negative marks on my credit, as this action by Binkle/Story/Ausbrooks/etc... was entirely **Predatory Litigation**, as I have unfortunately had to learn, and due to my disabilities and the fact that it is ME against over a dozen powerful members of the Courts, while everything done to date lacks one good-faith, honest, action in either State or Federal Courts, which I have evidence of. There is no sense in destroying me more than they have already done.

I'm being forced to learn a LOT of law just to be treated as a HUMAN and allowed to proceed with my life without interference, extortion, threats, coercion, but I'm narrowing down my remaining tasks for the next step in litigation. Hopefully when this is all over, there will be greater protection for those in my demographic throughout the State of Tennessee.

Thank you, sirs!
Jeff Fenton

From: Jim Hivner <Jim.Hivner@tncourts.gov>
Sent: Monday, January 4, 2021 1:51 PM
To: Jeff Fenton <jeff.fenton@live.com>
Cc: Lisa Marsh <Lisa.Marsh@tncourts.gov>
Subject: Re: Which COA Judge was Assigned to my Case and which Panel is he/she on?

Mr. Fenton:

The Order dismissing your appeal was approved by the following panel of judges: Judge Frank Clement, Judge Andy Bennett and Judge Neal McBrayer.

Jim Hivner

James M. Hivner
Clerk of the Appellate Courts
State of Tennessee
Supreme Court Building
401 7th Ave. North
Nashville, TN 37219-1407
(615) 741-2681

TENNESSEE APPELLATE COURTS
UNIFORM FACSIMILE FILING COVER SHEET

TO (COURT CLERK): **IN THE COURT OF APPEALS OF TENNESSEE**

WITH (COURT): **MIDDLE TENNESSEE DIVISION (AT NASHVILLE)**

CLERK'S FAX NUMBER: **(615) 532-8757**

CASE NAME: **JEFFREY RYAN FENTON v FAWN TIFFANY FENTON**

DOCKET NUMBER: **M2019-02059-COA-R3-CV**

TITLE OF DOCUMENT: **(ADA) REQUEST FOR MODIFICATION**

FROM (SENDER): **JEFFREY RYAN FENTON**

SENDER'S ADDRESS: **17195 SILVER PARKWAY, #150**

FENTON, MICHIGAN 48430-3426

SENDER'S VOICE TELEPHONE NUMBER: **(615) 837-1300**

SENDER'S FAX TELEPHONE NUMBER: **(810) 255-4438**

DATE: **07/08/2020** TOTAL PAGES, INCLUDING COVER PAGE: **13**

FILING INSTRUCTIONS/COMMENTS (attach additional sheet if necessary):

PLEASE FILE AND RESPOND ELECTRONICALLY, EITHER VIA EMAIL TO JEFF.FENTON@LIVE.COM OR VIA FAX TO (810) 255-4438. MY FAX IS A DEDICATED LINE SETUP SOLELY FOR COMMUNICATING WITH THE COURT, NO COVER PAGE OR SPECIAL INSTRUCTIONS REQUIRED.

THANK YOU!
JEFF FENTON

REQUEST FOR MODIFICATION

Applicant requests accommodation under Tennessee Judicial Branch Policy 2.07

Applicant Information

Applicant is: ____ Witness _____ Juror ____ Attorney __X__ Party _____Other (Specify Nature of Interest):_____

Name: JEFFREY RYAN FENTON
Telephone: (615) 837-1300
Address: 17195 Silver Parkway, #150
Fenton, MI 48430-3426

Court: COURT OF APPEALS OF TENNESSEE MIDDLE DIVISION (AT NASHVILLE)
Judge: _____
Case No.: M2019-02059-COA-R3-CV

1. Type of proceeding. _____ Criminal __X__ Civil
2. Proceedings to be covered (e.g., bail hearing, preliminary hearing, particular witnesses at trial, sentencing hearing, motion hearing, trial): **Appeal of Forced Sale of Home, Divorce Judgment, Stalking Charge, and Order of Protection**
3. Dates modification needed (specify): **Currently – Throughout Appeal**
4. Disability necessitating modification (specify): **Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5), Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2), Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F41.1), Circadian Rhythm Sleep Disorder (CRSD) Non-24-Hour Sleep-Wake Disorder (Non-24) DSM-5 307.45 (G47.24), Poverty, Forced Geographic Distance from Court**
5. Type of modification requested (specify): **Procedural and Technical Flexibility, Additional TIME for Deadlines to Self-Represent by Necessity, Communication Modifications due to COVID-19 and Excessive Mailing Times to Michigan, Judgment Based Upon the LAWS – not just the Technical Codes which I am Knowledgeable about, or able to Research and Cite (ignorance about the law is no excuse for breaking it, hence it shouldn't be for being protected by the law either). Please Judge based upon the SPIRIT of the Law, not just the Technical Manipulation of Words used to Express, Define, and Communicate it. Thank you!**
6. Special requests or anticipated problems (specify): **Additional TIME and Patience please. By disorder I'm a Perfectionist who has a nearly impossible time Focusing and Remaining On Task, especially when of Significant Consequence. Yet I can't afford to hire anyone to help Represent me. I also request that all Court Communications please be sent to me Electronically, via Email or Fax (I setup a dedicated fax number for the court), because it often takes a WEEK to receive Mail here in Michigan, plus in-house handling times. My Email is jeff.fenton@live.com, and my dedicated fax number for the court is (810) 255-4438.**
7. Significant problem and request for Court Oversight, Accountability, Advocacy, and Assistance: **I strongly believe that the narrative driving the basis for ALL the actions levied against me so far by the opposing counsel (Ms. Story) has been largely FALSE, Intentionally Deceptive, Bombarding me from every angle simultaneously, specifically to Exploit my Known Disabilities, to Strategically Devastate me, using HARRASSMENT BY LEGAL PROCESS (malicious litigation). Combined with Ms. Story's Reputation, Resources, and Relationships, I don't believe that I ever had a chance at a Fair Trial. Ms. Story BOUND me**

with an OP obtained under False Testimony, then TOOK and DESTROYED everything of substance, which I have ever owned, in just two months.

8. To substantiate my claims about legal inequality and unfairness: **During my trial on August 29th, 2019, at "The Old Courthouse" in Franklin, as is recorded in VOLUME-4 of my Technical Record, Page-516, Line-6, the Judge told me, "Fair is something you do in the fall."**

Despite my many requests that the Court Differentiate this as a "Transcript of Evidence", it remains buried in my Technical Record, even though the Judge procured the Court Reporter himself. The remainder of that same transcript clearly reveals how open, objective, and impartial, the Court remained, amidst my Testimony versus Ms. Story's. I beg you look and see for yourself! Your intervention is requested and seriously needed!

Documentation provided by my Psychiatrist and my Psychotherapist is included to prove that I have the disabilities listed, as well as a real need for the modifications sought herein.

My request for a 60-Day extension, for filing my Brief, will follow; but for the sake of TIME, since I am so SLOW at this, I am sending this Request for Modification separately. Thank you!

I hereby certify that the above information is true and correct to the best of my knowledge.

Date: 7/8/2020 _____ (Signature of Applicant)

G The request for modification is **GRANTED.**

G **OFFER OF REASONABLE ALTERNATE MODIFICATION** _____

_____

G The request for modification is **DENIED** because:

____ the applicant is not a qualified individual with a disability

____ the requested modification would fundamentally alter the nature of the judicial program, service or activity

____ the requested modification would create an undue financial or administrative burden

____ the applicant refused to comply with the Policy

____ the applicant's failure to comply with the Policy makes impossible or impracticable the ability to provide the requested Modification

(Specify)_____

DATE: _____ _____

Local Judicial Program ADA Coordinator

APPEALS

G Presiding Judge Review requested. (Specify reason and the remedy you want): _____

_____

_____

DATE:_____ _____

(Signature of Person Requesting Review)

PRESIDING JUDGE REVIEW

I have reviewed the original request for modification, the offer of alternate modification OR the denial of modification and the reason for the denial, and the reason that this review has been requested and find as follows:

_____

_____

_____

_____

DATE:_____ _____

PRESIDING JUDGE

G Administrative Office of the Courts Review requested. (Specify reason and the remedy you want):_____

_____

_____

DATE:_____ _____

(Signature of Person Requesting Review)

ADMINISTRATIVE OFFICE OF THE COURTS REVIEW

I have reviewed the original request for modification, the offer of alternate modification OR the denial of modification and the reason for the denial, and the reason that this review has been requested and find as follows:

_____

_____

_____

_____

DATE:_____ _____

AOC DIRECTOR

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

DONALD W. FISHER, **Plaintiff,**	)	
v.	)	**No. 3-15-cv-127** **Judge Crenshaw**
CHRISTOPHER GATES AND GATES CONSTRUCTION AND DESIGN, LLC, **Defendants.**	)	**Magistrate Judge Frensley**

REPORT AND RECOMMENDATION

Pending before the Court is Defendants' Motion to Vacate Entry of Default (Docket No. 55) and Plaintiff's First Motion for Default Judgment (Docket No. 61). For the reasons stated herein, the undersigned recommends that Defendants' Motion to Vacate Entry of Default (Docket No. 55) be Granted in part and Denied in part; and Plaintiff's First Motion for Default Judgment (Docket No. 61) be Granted in part and Denied in part. Specifically, the undersigned recommends the entry of default as to the individual Defendant, Christopher Gates, be vacated but that the entry of default as to the corporate defendant, Gates Construction and Design, LLC, remain and that the Motion for Default Judgment be Granted as to Gates Construction and Design, LLC only.

Standard of Review

Federal Rule of Civil Procedure 55 (a) requires the clerk of court to enter a party's default when the party "against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend" and "that failure is shown by affidavit or otherwise." Fed. R. Civ. P. 55 (a). Upon entry of default a party may proceed to seek default judgment under Rule 55 (b), either from the clerk of court or the district court. The Sixth Circuit has held that entry of default is a

prerequisite to a default judgment. *Devlin v. Kalm*, 493 F. App'x 678, 685-686 (6th Cir. 2012). "Once a default is entered against a defendant, that party is deemed to have admitted all the well pleaded allegations in the complaint except those relating to damages." *Microsoft Corp. v. McGee*, 490 F. Supp. 2d 874, 878 (S. D. Ohio 2007)(citations omitted). Rule 55 (c) of the Fed. Rules of Civil Procedure allows the district court to set aside an entry of default for good cause. Fed. R. Civ. P. Rule 55 (c).

DISCUSSION

Defendants' Request to Set Aside Default

Following the entry of default in this case Defendant filed an Answer to the complaint (Docket No. 54) and Motion to Vacate Entry of Default (Docket No. 55). Plaintiff has not filed a response to Defendant's motion to vacate.

The Court acknowledges that Defendants are acting pro se in this matter, and their pro se status is a factor for the court to consider in its good cause determination in setting aside a Defendant's default. *Dessault Systemes S. A. v. Childress*, 663 F. 3d 832, 844 (6th Cir. 2011)(Citing *Shepard Claims Serv., Inc. v. William Darrah and Associates*, 796 F. 2d 190, 194 (6th Cir. 1986). Nevertheless, pro se litigants are not exempt from the requirements of the Federal Rules of Civil Procedure. *McNeill v. United States*, 508 U. S. 106, 133 (1980). The Court also notes that "mere negligence or failure to act reasonably is not enough to sustain a default." *United States v. $22,050.00 in United States Currency*, 595 F. 3d 318, 327 (6th Cir. 2010).

While the failure of the individually named defendant to answer the complaint is clearly negligent, nothing before the court suggests that defendant acted to thwart the judicial proceedings or with reckless disregard for the effect of his conduct on the proceedings. *See, Childress*, 663 F. 3d at 841. It is clear from the pleadings that the defendant wishes to defend

against this action. Therefore, the Court recommends that the default against the individually named defendant be set aside.

With respect to the corporate defendant, the Court has been clear that the defendant corporation must retain an attorney to represent its interest in the case. Docket No. 57. Despite being repeatedly advised of this requirement and its consequences, defendant corporation has not obtained counsel therefore the court recommends that the default as to the defendant corporation remain and not be vacated.

Plaintiff's Motion for Default Judgment

Plaintiff has filed a Motion For Default Judgment (Docket No. 61) based upon the previously issued default (Docket No. 51). Defendants have not responded to the Motion for Default Judgment. Plaintiff contends that default judgment is appropriate based upon the corporate defendant's failure to comply with the Court's previous orders requiring that any pleadings be filed by an attorney admitted to practice before this court and that the Answer filed on behalf of the individually named defendant fails to comply with the pleading requirements of Rule 8 (b) and (c) Fed. R. Civ. P.. Docket No. 61, pp. 1-2.

As noted above, the corporate defendant's failure to comply with the rules supports the entry of default under Rule 55 (a) Fed. R. Civ. P. and likewise the entry of default judgment under Rule 55(b). Therefore, the undersigned recommends that the motion for default judgment be GRANTED as to the corporate defendant, Gates Construction and Design, LLC.

With respect to the individually named defendant, the Answer to the complaint states as follows:

> [t]he Plaintiff and only after refusing to perform additional repairs for free on the pool on areas due to damages caused by the mishandling namely freezing of the pool as maintained by the Plaintiff and his pool man who is a disgruntled former employee of the Defendants who was released from Defendants employ

for incompetents (sic) and undesirable conduct, did this action get filed so that the Plaintiff could claim dishonesty on the Defendants part and avoiding the 4 year limitation on his ability to claim.

Defense 1 Failure to State a Claim

Defendant answering the complaint herein, alleges all allegations and counts brought forth therein fails to state a claim for which relief can be granted.

WHEREFORE, Defendant prays that the Plaintiff take nothing and that the Defendant have judgement against the Plaintiff and recover the costs of suit herein, and such other relief that the court may deem proper.

Docket No. 54.

Federal Rules Civil Procedure Rule 8(e) provides that "pleadings must be construed so as to do justice," and the Sixth Circuit has noted that "[t]he drafting of a formal pleading presupposes some degree of legal training or, at least, familiarity with applicable legal principles, and pro se litigants should not be precluded from resorting to the courts merely for want of sophistication." *West v. Adecco Employment Agency*, 124 F. App'x 991, 992-93 (6th Cir. 2005)(quoting *Jourdan v. Jabe*, 951 F. 2d 108, 110 (6th Cir. 1991)).

While it is certainly true that the answer does not respond to each and every specific averment in the complaint, viewing the Defendant's pleadings liberally, as it must for all documents filed by pro se litigants, and mindful of the requirement to do justice, it is clear that the individually named defendant has not failed to plead or otherwise defend against this action and therefore the undersigned recommends that the Motion for Default Judgment for the individually named Defendant, Christopher Gates, be DENIED.

RECOMMENDATION

For the reasons discussed above, the undersigned recommends that the Defendants' Motion to Vacate Entry of Default be Granted as to the individually named defendant, Christopher Gates and be Denied as to the corporate defendant, Gates Construction and Design,

LLC, and that the Plaintiff's First Motion for Default Judgment be Granted as to the corporate defendant, Gates Construction and Design, LLC, and Denied as to the individual defendant, Christopher Gates.

Under Rule 72(b) of the Federal Rules of Civil Procedure, any party has fourteen (14) days after service of this Report and Recommendation in which to file any written objections to this Recommendation with the District Court. Any party opposing said objections shall have fourteen (14) days after service of any objections filed to this Report in which to file any response to said objections. Failure to file specific objections within fourteen (14) days of service of this Report and Recommendation can constitute a waiver of further appeal of this Recommendation. *See Thomas v. Arn,* 474 U.S. 140, 106 S. Ct. 466, 88 L. Ed. 2d 435 (1985), *reh'g denied*, 474 U.S. 1111 (1986); 28 U. S. C. § 636(b)(1); Fed. R. Civ. P. 72.

JEFFERY S. FRENSLEY
U. S. Magistrate Judge

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UST - REGION 8

Federal Judicial Districts Established for the Districts of Tennessee and Kentucky

The United States Trustee Program is a component of the U.S. Department of Justice that supervises the administration of bankruptcy cases. The United States Trustee for Region 8 serves the federal judicial districts established for the Districts of Tennessee and Kentucky. The regional office is located in Memphis, TN. The links on this site contain information about the regional office of the United States Trustee and the field offices within Region 8.



IMPORTANT NOTICES

USTP FORMS FOR THE FILING OF PERIODIC OPERATING REPORTS IN NON-SMALL BUSINESS CHAPTER 11 CASES NOW EFFECTIVE

Wednesday, July 21, 2021

On June 21, 2021, the United States Trustee Program's rule titled Procedures for Completing Uniform Periodic Reports in Non-Small Business Cases Filed Under Chapter 11 of Title 11, (28 C.F.R. § 58.8) became effective. The Final Rule governs the filing of pre-confirmation monthly operating reports (MORs) and quarterly post-confirmation reports (PCRs) by all debtors except those who are small business debtors or who, in accordance with the CARES Act, elect relief under subchapter V of chapter 11. To obtain the required MOR and PCR forms, instructions for completing and filing MOR and PCR forms, and other important information, please visit the United States Trustee Program's Chapter 11 Operating Reports resource page at www.justice.gov/ust/chapter-11-operating-reports.

U.S. TRUSTEE PROGRAM EXTENDS TELEPHONIC OR VIDEO SECTION 341 MEETING

Friday, August 28, 2020

The U.S. Trustee Program has extended the requirement that section 341 meetings be conducted by telephone or video appearance to all cases filed during the period of the President's "Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak" issued March 13, 2020, and ending on the date that is 60 days after such declaration terminates. However, the U.S. Trustee may approve a request by a trustee in a particular case to continue the section 341 meeting to an in-person meeting in a manner that complies with local public health guidance, if the U.S. Trustee determines that an in-person examination of the debtor is required to ensure the completeness of the meeting or the protection of estate property. This policy may be revised at the discretion of the Director of the United States Trustee Program.

U.S. TRUSTEE PROGRAM EXTENDS TELEPHONIC SECTION 341 MEETINGS TO CASES FILED THROUGH MAY 10, 2020

Wednesday, April 1, 2020

The U.S. Trustee Program is extending the requirement that section 341 meetings be conducted only through telephonic or other alternative means not requiring in-person appearance to all cases filed through May 10, 2020. Appropriate notice will be provided to parties in accordance with bankruptcy law and rules.

U.S. TRUSTEE PROGRAM
REGION 8

LEADERSHIP
Paul A. Randolph
Acting United States Trustee

CONTACT
Office of The U. S. Trustee
(901) 544-3251

****
Paul A. Randolph
Forwarded Referral To:
****
Megan Seliber
Trial Attorney, Office of the United States Trustee

(615) 695-4060 (office)
megan.seliber@usdoj.gov

318 Customs House,
701 Broadway
Nashville, TN 37203
****
19-02693 Fenton: Fraud Referral
****

****
Paul A. Randolph (USTP)

Acting United States Trustee
Region 8 (Nashville)

202-590-8690 (work cell)
901-544-3251 (office)
314-539-2990 (fax)
paul.a.randolph@usdoj.gov

Assistant U.S. Trustee
Eastern District of Missouri
(Region 13)
****
19-02693 Fenton: Fraud Referral
****

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U.S. Bankruptcy Courts

Jeff Fenton

From: Randolph, Paul (USTP) <Paul.A.Randolph@usdoj.gov>
Sent: Tuesday, January 18, 2022 11:45 AM
To: Jeff Fenton
Subject: RE: [EXTERNAL] Fraud Upon the Court, Conspiracy Against Rights, Deprivation of Rights & Property Under Color of Law, ADA, FED, & HUD Violations - Protecting Disabled, Vulnerable, and Aged from Financial Exploitation: ALL Started with a Falsified Secret BK

Mr. Fenton:

I have received your six emails and will send them to our Nashville office to review. Please note that neither the U.S. Trustee nor any of its employees can provide you with legal representation or advice. You should take whatever legal steps you deem appropriate to protect your interests. Thank you for your referral.

Paul Randolph

Paul A. Randolph

Acting United States Trustee
Region 8 and
Assistant U.S. Trustee
Eastern District of Missouri (Region 13)
202-590-8690 (work cell)
314-539-2990 (fax)

Fenton 19-02693: sale motion complaint - Message (HTML)

File Message Add-ins Help Acrobat Tell me what you want to do

Save Previous Item Next Item Print Preview

Fenton 19-02693: sale motion complaint

SM Seliber, Megan (USTP) <Megan.Seliber@usdoj.gov>
To Jeff Fenton

Reply Reply All Forward ...
Tue 3/15/2022 6:08 PM

fenton 319-02693 deed.pdf
247 KB

This email is from the **USTP Trial Attorney in Nashville** who was **Assigned to Research my BANKRUPTCY FRAUD COMPLAINT** by Region 8 Acting United States Trustee, **Paul A. Randolph, who is over Tennessee and Kentucky.** Mr. Randolph is who I contacted to **REPORT BANKRUPTCY FRAUD** and **to seek information to help me understand what VIOLATIONS were made by whom.**

Mr. Fenton,

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

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

This concludes my investigation into your complaint.

Best,

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

Ms. Seliber ACTS like she is HELPING ME, but she really isn't. She does confirm that the Bankruptcy Court failed to provide me NOTICE about my Ex-wife's Secret Bankruptcy and the THREAT to MY HOME, but then she lies to me, provides me with misinformation, and plays the blame game, between Federal and State Courts being responsible for my damages.

Jeff Fenton

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

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

Mr. Fenton,

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

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

This concludes my investigation into your complaint.

Best,

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

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

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

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

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

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

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

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

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

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

JEFFREY R. FENTON

17195 SILVER PKWY #150, FENTON, MI 48430-3426

Phone: (810) 735-7456 · Email: jeff.fenton@live.com

GENESEE CO DHS UNION ST DISTRICT
Specialist / ID: M. Client-connection / MDHHS-Genesee-Union
Case Name: Jeffrey Fenton
Case Number: 128998254
Individual ID: 1240737350

DEAR CASE WORKER,

I've been experiencing computer problems and only accessed this letter about a week ago, after it was already past due. I've been working on this for days since. Due to my disabilities, no task is simple in my world. While I've been overwhelmed and swamped for over three years now, fighting a corrupt legal system in Tennessee, who refuses to even acknowledge my most basic human rights.

I've lived at the SAME address as I have since returning to Michigan in 2019, that being the ONLY ADDRESS in the WHOLE WORLD where I can stay for FREE when I need to, which is with my MOTHER, Marsha A. Fenton at [redacted]

When I signed-up for assistance at Union Station at the end of 2019, I specifically requested that **my mother's address be kept confidential**. That was for my safety as well as for my elderly mothers. Because of a corrupt judge, and a bunch of corrupt attorneys, and auctioneers who perform Racketeering (RICO) directly out of the Williamson County Chancery Court, in Middle Tennessee.

They have and continue to threaten my safety, my freedom, my life, my liberty, while they illegally took my property, which was my life's savings, and everything I had saved toward retirement. But they didn't stop there... I wish there was a simple way to explain it to you, but they falsified the Court Records, to make it look like I was an evil monster who deserved nothing, and voluntarily chose to give away my home for free and relocate to Michigan, when I had no plans of ever living in Michigan again. (I planned to continue to visit my mom, but not to relocate here, as I was inevitably forced, purely to survive their illegal schemes.)

No offense, but I had lived in Middle Tennessee for 25-years, the weather was much better, I had a beautiful home, and the economy was thriving. Yet the RICO scam the Court and Counsel played on me, almost instantly (with just five-days notice) left me with no shelter, income, support, provision, or means to sustain myself, amidst a simple divorce with no children. Which I didn't even want, but agreed to, without the need for ANY drama.

I've used a mailing address for everything (including with the State of Michigan), at **17195 Silver Parkway #150, Fenton, Michigan, 48430-3426**. I don't recall giving the address where I physically reside to anyone other than the State of Michigan, yet somehow that was not kept "CONFIDENTIAL" as I requested.

I received some junk mail at my mother's address and became concerned that her address had been compromised. As quickly as I could, I switched my physical address with the State of Michigan to my aunt's house in Fenton, to help provide a tiny buffer or notice should the corrupt Court in Tennessee and over a half-dozen attorneys try to further harm me.

While physically I never moved. I've remained at my mother's home at [redacted] Since they were both located in Genesee County, and I haven't voted since I have been here, I thought it was "the least of greater evils", to help restore some peace, privacy, and protection here at my mother's tiny, open, and exposed home, for us both!

Since 2019, both me AND my mother, have been at FEAR for our SAFETY from a Corrupt Court and a gang of corrupt Attorneys who have repeatedly threatened me, with fraudulent incarceration, financial devastation, and physical harm.

It's not just ME. There are MANY people who literally fear for their safety and some even their LIVES and the LIVES of their family, from this same lawless pack!

I'm not the only person I know who has left the State and **SWORN to NEVER STEP ON TENNESSEE SOIL AGAIN, IN MY LIFE**, because of similar actions out of this same CORRUPT COURT, located in the wealthiest County within the State of Tennessee (unless I need to protect my ex-wife or to testify in a criminal trial against the Judge or Counsel).

The corruption within this Court has destroyed MANY LIVES! While one attorney who stood up to protect a victim I know of, was found DEAD the next day! (Against Judge Michael W. Binkley, the same judge who destroyed my life, in about as much time as his lunch break.)

In late 2019 when I started trying to figure out what in the heck just happened to everything in my life, I began Googling the names of the Corrupt Judge and Counsel, where I found a Facebook page dedicated to exposing the corruption and requesting the Investigation of this exact judge. This was one of my first steps to learning about more evil than I ever wanted to know, while connecting me with other victims: **https://www.facebook.com/judgebinkley**

So, the fact is that my address has NEVER CHANGED. I have no LEASE, I haven't been able to EARN a DOLLAR in the past year, while trying to guestimate a budget for how much MORE IN DEBT that I go to my mother each month to pay for her electric bill tripling since I moved in, and to pay for my toilet paper, soap, deodorant, internet, phone, clothes, car insurance, office supplies for trying to fight this regime of injustice, and software subscriptions like Adobe Acrobat and Microsoft Word, to have the tools to TRY, seems completely pointless.

You can use the same exact budget that you have on file from my last interview over the phone, while to be clear, my mother is not "GIFTING" anything to me, except for RENT while I have

ZERO INCOME. Everything else she is keeping a running tally of, while I probably owe her in excess of $20k currently.

I apologize for missing the due date and I hope that this won't affect my benefits. I only get the FAP for food, which I need, so that I'm not even more of a burden for my mother (she is a retired nurse, who planned retirement for herself, but not to support two people).

She can let me live here for free, when need be, but the additional expenses are really adding up. Especially after so long with no legal remedy or relief in sight. I've finally decided to try to file criminal complaints through the Michigan State Police, which I'm currently drafting documents for. My hope is that the Michigan State Police will work with the Tennessee Bureau of Investigation and the FBI. (Though that is probably a long shot.)

I've considered writing to Governor Whitmer to see if she can provide any assistance. It is hard to convince anyone to intervene with a powerful gang of lawless judges and attorneys, while many federal resources are devoted currently to "Domestic Terrorism" and were previously devoted to COVID.

So far, every judge backs the original judge's order, without even considering the possibility that the Trial Court Judge is Corrupt and the Opposing Counsel is one of his best friends (undisclosed). More absurdly, by "local court rules", my vexatious Opposing Counsel was allowed to WRITE the Court Orders HERSELF! To top it off, the Chancery Court Clerk & Master has literally been a **"close family friend"** of my vicious Opposing Counsel for over FORTY-YEARS. (Try to find any fairness, impartiality, or justice there! The Judge literally told me on Court Record, that **"FAIR is something you do in the fall."**)

Try as I do, each and every day (10-16 hours per day, at least 6-days per week), I've yet to reach **any help**. Unfortunately, I've learned that is common in cases of "Predatory Litigation". Most people have no idea that one corrupt judge can completely destroy their lives and literally render them homeless, broke, and destitute, in just an hour or two. Without being allowed to be heard, to provide evidence, to cross examine the bogus claims made about them, etc.

All these "laws", "civil rights", "constitutional rights", natural inalienable "human rights", and alleged "freedoms" that we were taught in school that we HAVE and honestly believe WILL protect us, until the day you find yourself in a corrupt "FAMILY COURT", up against an army of dirty attorneys, who have already setup a scheme to wipe you out, before you can even figure out what happened! Yet it happens EVERY DAY across our Country! (Actually, it's an epidemic in almost EVERY COUNTRY currently!)

You learn quickly that ANY WORDS ON PAPER (laws, constitutions, rights, judicial canons, rules of professional conduct) are only as good as the people who are appointed to HONOR & ENFORCE them! (We don't need more laws. We need more judges who respect the rights of the people, honor and obey the Law.)

I don't know how to explain what happened to me in Tennessee in a way that is believable and doesn't make me sound crazy. I'm not crazy, I'm just slow, overwhelmed, and a perfectionist (ADHD/OCPD/GAD). They intentionally targeted and attacked my known disabilities.

Recently my mother was doing something online, and one of those people finder ads popped up showing me living HERE at HER HOME, with her address plain as day. A week or two later, I had a similar experience while doing some research online.

Also, since I have decided to try to involve the Michigan State Police for our protection, I decided to change everything with the State of Michigan back to my mother's address, still wanting to keep it as confidential as possible, but knowing that there is no safety or hiding from the criminals who run Tennessee's judicial system! (Again, there have been ZERO changes for me physically or financially, just in the contact information with the State of Michigan.)

I'm providing an abundance of documentation proving my mother's address, and my living here. Such as my mother's property tax assessment for 2023, my voter registration and driver's license at this same address, along with even letters from my psychiatrist in Tennessee and my psychotherapist in Tennessee, who I both trusted enough to give my mother's address to.

I'll try to upload a few documents that SHOW you a tiny glimpse of the battle I have been fighting against a DIRTY JUDGE in Tennessee, Judge Michael W. Binkley, from the Williamson County Chancery Court, along with Attorney Virginia Lee Story, Clerk & Master Elaine Beaty Beeler, etc.

Hopefully this will be sufficient to maintain my benefits.

Please let me know if you need anything further and allow me some extra time to provide it to you. (I'm slow, I spent 9 hours writing this letter alone.)

Thank you,

4/19/2023

Jeffrey R. Fenton

AMENDMENTS

2008—Subsecs. (e) to (h). Pub. L. 110–325 added subsecs. (e) to (h).

EFFECTIVE DATE OF 2008 AMENDMENT

Amendment by Pub. L. 110–325 effective Jan. 1, 2009, see section 8 of Pub. L. 110–325, set out as a note under section 705 of Title 29, Labor.

§ 12202. State immunity

A State shall not be immune under the eleventh amendment to the Constitution of the United States from an action in[1] Federal or State court of competent jurisdiction for a violation of this chapter. In any action against a State for a violation of the requirements of this chapter, remedies (including remedies both at law and in equity) are available for such a violation to the same extent as such remedies are available for such a violation in an action against any public or private entity other than a State.

(Pub. L. 101–336, title V, § 502, July 26, 1990, 104 Stat. 370.)

REFERENCES IN TEXT

This chapter, referred to in text, was in the original "this Act", meaning Pub. L. 101–336, July 26, 1990, 104 Stat. 327, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note set out under section 12101 of this title and Tables.

§ 12203. Prohibition against retaliation and coercion

(a) Retaliation

No person shall discriminate against any individual because such individual has opposed any act or practice made unlawful by this chapter or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this chapter.

(b) Interference, coercion, or intimidation

It shall be unlawful to coerce, intimidate, threaten, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by this chapter.

(c) Remedies and procedures

The remedies and procedures available under sections 12117, 12133, and 12188 of this title shall be available to aggrieved persons for violations of subsections (a) and (b), with respect to subchapter I, subchapter II and subchapter III, respectively.

(Pub. L. 101–336, title V, § 503, July 26, 1990, 104 Stat. 370.)

REFERENCES IN TEXT

This chapter, referred to in subsecs. (a) and (b), was in the original "this Act", meaning Pub. L. 101–336, July 26, 1990, 104 Stat. 327, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note set out under section 12101 of this title and Tables.

[1] So in original. Probably should be "in a".

CONSTITUTIONALITY

For constitutionality of section 503 of Pub. L. 101–336, see Congressional Research Service, The Constitution of the United States of America: Analysis and Interpretation, Appendix 1, Acts of Congress Held Unconstitutional in Whole or in Part by the Supreme Court of the United States.

§ 12204. Regulations by Architectural and Transportation Barriers Compliance Board

(a) Issuance of guidelines

Not later than 9 months after July 26, 1990, the Architectural and Transportation Barriers Compliance Board shall issue minimum guidelines that shall supplement the existing Minimum Guidelines and Requirements for Accessible Design for purposes of subchapters II and III of this chapter.

(b) Contents of guidelines

The supplemental guidelines issued under subsection (a) shall establish additional requirements, consistent with this chapter, to ensure that buildings, facilities, rail passenger cars, and vehicles are accessible, in terms of architecture and design, transportation, and communication, to individuals with disabilities.

(c) Qualified historic properties

(1) In general

The supplemental guidelines issued under subsection (a) shall include procedures and requirements for alterations that will threaten or destroy the historic significance of qualified historic buildings and facilities as defined in 4.1.7(1)(a) of the Uniform Federal Accessibility Standards.

(2) Sites eligible for listing in National Register

With respect to alterations of buildings or facilities that are eligible for listing in the National Register of Historic Places under division A of subtitle III of title 54, the guidelines described in paragraph (1) shall, at a minimum, maintain the procedures and requirements established in 4.1.7(1) and (2) of the Uniform Federal Accessibility Standards.

(3) Other sites

With respect to alterations of buildings or facilities designated as historic under State or local law, the guidelines described in paragraph (1) shall establish procedures equivalent to those established by 4.1.7(1)(b) and (c) of the Uniform Federal Accessibility Standards, and shall require, at a minimum, compliance with the requirements established in 4.1.7(2) of such standards.

(Pub. L. 101–336, title V, § 504, July 26, 1990, 104 Stat. 370; Pub. L. 113–287, § 5(k)(5), Dec. 19, 2014, 128 Stat. 3270.)

REFERENCES IN TEXT

This chapter, referred to in subsecs. (a) and (b), was in the original "this Act", meaning Pub. L. 101–336, July 26, 1990, 104 Stat. 327, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note set out under section 12101 of this title and Tables.

AMENDMENTS

2014—Subsec. (c)(2). Pub. L. 113–287 substituted "division A of subtitle III of title 54" for "the National Historic Preservation Act (16 U.S.C. 470 et seq.)".

18 U.S.C. § 1951

Section 1951 - Interference with commerce by threats or violence

(a) Whoever in any way or degree obstructs, delays, or affects commerce or the movement of any article or commodity in commerce, by robbery or extortion or attempts or conspires so to do, or commits or threatens physical violence to any person or property in furtherance of a plan or purpose to do anything in violation of this section shall be fined under this title or imprisoned not more than twenty years, or both.

(b) As used in this section-

(1) The term "robbery" means the unlawful taking or obtaining of personal property from the person or in the presence of another, against his will, by means of actual or threatened force, or violence, or fear of injury, immediate or future, to his person or property, or property in his custody or possession, or the person or property of a relative or member of his family or of anyone in his company at the time of the taking or obtaining.

(2) The term "extortion" means the obtaining of property from another, with his consent, induced by wrongful use of actual or threatened force, violence, or fear, or under color of official right.

(3) The term "commerce" means commerce within the District of Columbia, or any Territory or Possession of the United States; all commerce between any point in a State, Territory, Possession, or the District of Columbia and any point outside thereof; all commerce between points within the same State through any place outside such State; and all other commerce over which the United States has jurisdiction.

(c) This section shall not be construed to repeal, modify or affect section 17 of Title 15, sections 52, 101-115, 151-166 of Title 29 or sections 151-188 of Title 45.

18 U.S.C. § 1951

June 25, 1948, ch. 645, 62 Stat. 793; Pub. L. 103-322, title XXXIII, §330016(1)(L), Sept. 13, 1994, 108 Stat. 2147.

HISTORICAL AND REVISION NOTES*Based on title 18, U.S.C., 1940 ed., §§420a-420e-1 (June 18, 1934, ch. 569, §§1-6, 48 Stat. 979, 980; July 3, 1946, ch. 537, 60 Stat. 420).Section consolidates sections 420a to 420e-1 of Title 18, U.S.C., 1940 ed., with changes in phraseology and arrangement necessary to effect consolidation.Provisions designating offense as felony were omitted as unnecessary in view of definitive section 1 of this title. (See reviser's note under section 550 of this title.) Subsection (c) of the revised section is derived from title II of the 1946 amendment. It substitutes references to specific sections of the United States Code, 1940 ed., in place of references to numerous acts of Congress, in conformity to the style of the revision bill. Subsection (c) as rephrased will preclude any construction of implied repeal of the specified acts of Congress codified in the sections enumerated.The words "attempts or conspires so to do" were substituted for sections 3 and 4 of the 1946 act, omitting as unnecessary the words "participates in an attempt" and the words "or acts in concert with another or with others", in view of section 2 of this title which makes any person who participates in an unlawful*

enterprise or aids or assists the principal offender, or does anything towards the accomplishment of the crime, a principal himself.Words "shall, upon conviction thereof," were omitted as surplusage, since punishment cannot be imposed until a conviction is secured.

EDITORIAL NOTES

REFERENCES IN TEXT*Sections 101-115 of Title 29, referred to in subsec. (c), is a reference to act Mar. 23, 1932, ch. 90, 47 Stat. 70, popularly known as the Norris-LaGuardia Act. For complete classification of this Act to the Code, see Short Title note set out under section 101 of Title 29, Labor, and Tables.Section 11 of that act, formerly classified to section 111 of Title 29, was repealed and reenacted as section 3692 of this title by act June 25, 1948, ch. 645, §21, 62 Stat. 862, eff. Sept. 1, 1948.Section 12 of that act, formerly classified to section 112 of Title 29, was repealed by act June 25, 1948, and is covered by rule 42(b) of the Federal Rules of Criminal Procedure, set out in Appendix to this title.Section 164 of Title 45, included within the reference in subsec. (c) to sections 151-188 of Title 45, was repealed by act Oct. 10, 1940, ch. 851, §4, 54 Stat. 1111.Section 186 of Title 45, included within the reference in subsec. (c) to sections 151-188 of Title 45, was omitted from the Code.*

AMENDMENTS1994*-Subsec. (a). Pub. L. 103-322 substituted "fined under this title" for "fined not more than $10,000".*

STATUTORY NOTES AND RELATED SUBSIDIARIES

SHORT TITLE*This section is popularly known as the "Hobbs Act".*

casetext

Tenn. Code § 39-16-403

Section 39-16-403 - Official oppression

(a) A public servant acting under color of office or employment commits an offense who:

(1) Intentionally subjects another to mistreatment or to arrest, detention, stop, frisk, halt, search, seizure, dispossession, assessment or lien when the public servant knows the conduct is unlawful; or

(2) Intentionally denies or impedes another in the exercise or enjoyment of any right, privilege, power or immunity, when the public servant knows the conduct is unlawful.

(b) For purposes of this section, a public servant acts under color of office or employment if the public servant acts, or purports to act, in an official capacity or takes advantage of the actual or purported capacity.

(c) An offense under this section is a Class E felony.

(d) Charges for official oppression may be brought only by indictment, presentment or criminal information; provided, that nothing in this section shall deny a person from pursuing other criminal charges by affidavit of complaint.

T.C.A. § 39-16-403

Acts 1989, ch. 591, § 1; 1990, ch. 980, § 11.

casetext

Case 1:23-cv-01097-PLM-RSK ECF No. 1-30, PageID.1770 Filed 10/13/23 Page 32 of 55

REPORTING ELDER ABUSE AND NEGLECT

According to the National Center on Elder Abuse, only 1 in 14 cases of elder abuse ever come to the attention of authorities.

Tennessee is a mandatory reporting state. If you see abuse — or even suspect that an adult is being abused, neglected or exploited — you must report it. Call the Tennessee Department of Human Services Adult Protective Services unit, toll-free at **888-277-8366**.



WHO SHOULD I TELL?

If the abuse is happening now, call 911.

If you suspect elder or adult abuse, call Adult Protective Services at **888-277-8366**.

If the abuse is physical, call Tennessee Domestic Violence Hotline at **800-356-6767**.

WARNING SIGNS OF PHYSICAL ABUSE

Bruising, especially in the torso or head; frequent injuries from accidents; broken eyeglasses or frames; caregiver's refusal to allow visitors alone with the older person.

WARNING SIGNS OF EMOTIONAL ABUSE

Isolation of the older person or refusing to allow visits alone with the senior; observed threatening or belittling of the older person by the caregiver.

WARNING SIGNS OF NEGLECT

Unusual weight loss; malnutrition; dehydration; untreated physical problems; unsafe and unsanitary living conditions such as dirt, vermin, soiled clothes and bedding; inappropriate clothing for the weather; desertion or abandonment of the older person in a public place.

WARNING SIGNS OF FINANCIAL EXPLOITATION

Significant withdrawals from the vulnerable adult's accounts; sudden changes in their financial circumstances; valuable items or cash missing from their home; increase in junk mail soliciting purchases or payments for sweepstakes money; neglect of the victim, such as no food in the home; and maintenance and repairs of the home are ignored.

TCAD
TENNESSEE COMMISSION ON AGING AND DISABILITY

502 Deaderick Street | Nashville, Tennessee 37243 | www.tn.gov/aging | Main Office 615-741-2056
Information and Assistance 866-836-6678 | SHIP Medicare Counseling 877-801-0044

AO 91 (Rev. 11/11) Criminal Complaint

UNITED STATES DISTRICT COURT

for the

Middle District of Tennessee

United States of America
v.

Case No. 3:18mj3002

Cason Moreland

Defendant(s)

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of Feb. 1, 2017 to Feb. 14, 2018 in the county of Davidson in the Middle District of Tennessee, the defendant(s) violated:

Code Section	*Offense Description*
18 U.S.C. 1512	Tampering with a witness, victim, or an informant
18 U.S.C. 1519	Destruction, alteration, or falsification of records in Federal investigations

This criminal complaint is based on these facts:

See the attached Afidavit of FBI Special Agent Mark Shafer.

Managed out of the Memphis Field Office
"Nashville Resident Agency" (Satellite)
2868 Elm Hill Pike, Nashville, TN 37214

FBI Special Agent Mark Shafer
Email: mshafer@fbi.gov
Phone: (615) 232-7513

☑ Continued on the attached sheet.

Complainant's signature

FBI Special Agent Mark Shafer
Printed name and title

Sworn to before me and signed in my presence.

Date: 02/28/2018

Judge's signature

City and state: Nashville, TN

Magistrate Judge Joe B. Brown
Printed name and title

Memphis — FBI

https://www.fbi.gov/contact-us/field-offices/memphis

An official website of the United States government. Here's how you know

MORE > CONTACT US > FIELD OFFICES FBI Search

MEMPHIS

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As the nation recognizes Police Week, FBI Director Christopher Wray expressed his gratitude to law enforcement officers nationwide.

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06.14.2022 Former Memphis Police Officer Indicted for Sexually Assaulting a Female Crime Victim

06.07.2022 Memphis Man Sentenced to 11 Years for Leading Role in Cocaine Distribution Conspiracy

More

Reporting Crime

You can report suspicious activities and crime by contacting your local FBI office 24 hours a day, seven days a week. You can also submit a tip electronically at tips.fbi.gov.

Hiring and Recruitment



Visit FBIJobs.gov for information on current hiring and recruitment opportunities, including internships and collegiate hiring.

Contact Us

225 North Humphreys Boulevard
Suite 3000
Memphis, TN 38120
(901) 747-4300

Special Agent in Charge



Douglas Korneski

Assistant Special Agents in Charge

- Jeremy N. Baker
- Matt Foster
- Bryan McCloskey

Resident Agencies

Along with our main office in Memphis, we have five satellite offices, known as resident agencies, in the area.

Clarksville ▸
Columbia ▸
Cookeville ▸
Jackson ▸
Nashville ▾

Counties covered: Davidson, Sumner, Rutherford, and Williamson

Tweets by @FBIMemphis

FBI Memphis
@FBIMemphis

The #FBI wants to prevent you from becoming victims of virtual kidnapping for ransom schemes. Victims get calls from criminals claiming to have kidnapped their loved ones and threaten to harm them unless a ransom is paid. Learn more here: ow.ly/rBAz50JGTKu.



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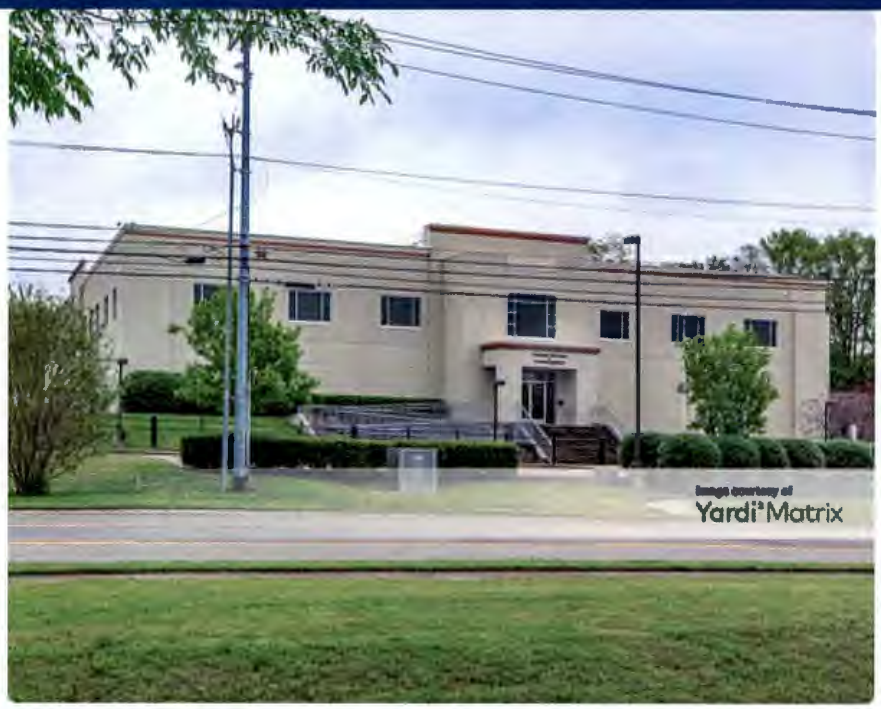
FBI FEDERAL BUREAU OF INVESTIGATION

FBI.gov Contact Center

CommercialCafe®





Details | Contacts | Documents | Tax | Location

FBI Building Off-Market

2868 Elm Hill Pike, Nashville, TN 37214

Property Type
Office - Government Office

Property Size
31,000 SF

Lot Size
3 Acre

Parking Spaces Avail.
136

Parking Ratio
4.40/ 1,000 SF

Property Tenancy
Single Tenant

Building Class
B

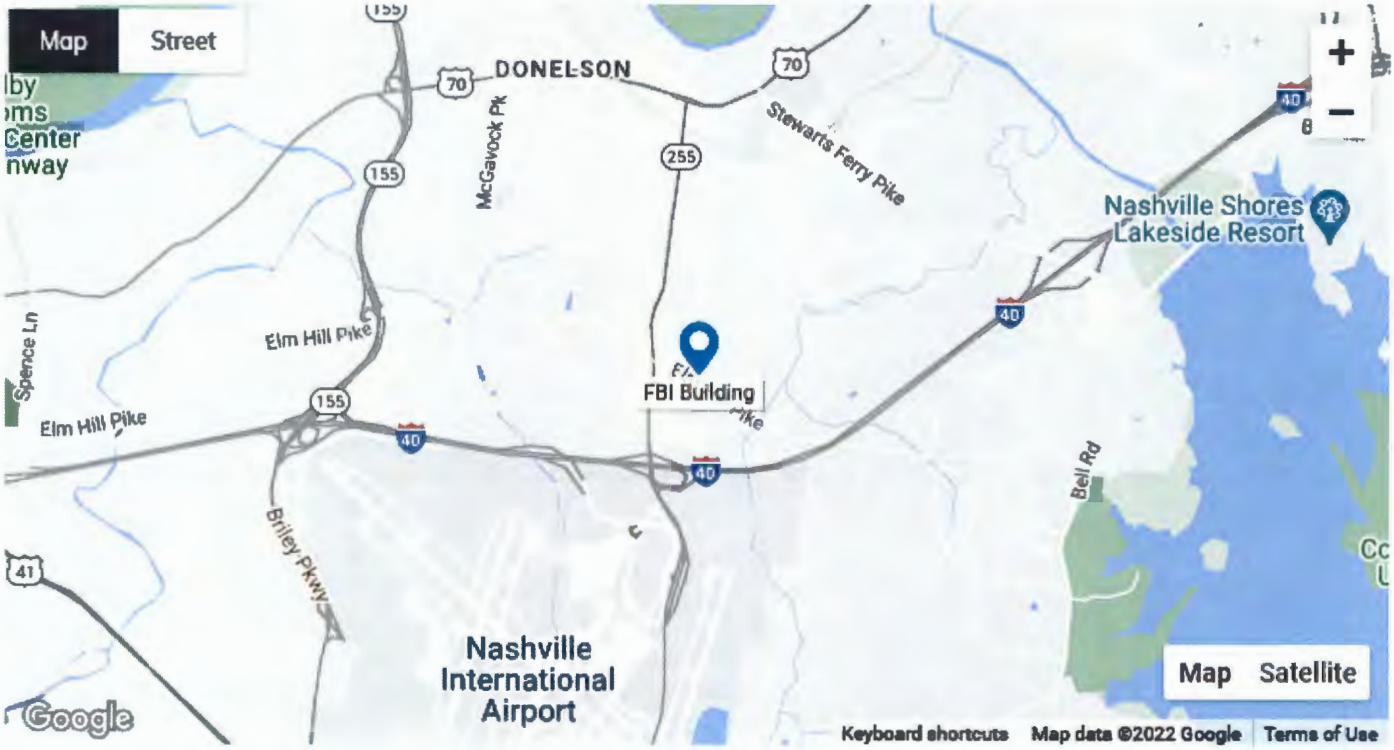
Year Built
2005

Sales

Purchase Date
13 Jan, 2022

Purchase Price

Location



Frequently Asked Questions

What is the total square footage of FBI Building?

FBI Building totals 31,000 square feet.

When was this property built?

FBI Building was built in 2005.

When was FBI Building last sold?

FBI Building was last sold on 13 Jan, 2022.

FBI Building, Nashville, TN 37214 - Office Space

FBI Building is located at 2868 Elm Hill Pike in the Donelson neighborhood, TN, Nashville, 37214. The Class B Office building was completed in 2005 and features a total of 31,000 SF.

Case Summary

3:18-mj-03002 All Defendants USA v. Moreland
Date filed: 02/28/2018
Date of last filing: 03/14/2018

Cason Moreland (1)
Office: Nashville
County: Davidson
Other Court Case: None

Filed: 02/28/2018
Terminated:
Reopened:

Complaint
Citation:
Offense Level: 4
18:1512 Tamper with a witness, victim or informant, 18:1519 Destruction, alteration, or falsification of records in a federal investigation
Defendant Custody Status: Custody This Court

Defendant: Cason Moreland	**represented by**	Peter J. Strianse(Designation Retained)	**Phone:**(615) 244-2770 **Fax:** (615) 244-2778 **Email:** pstrianse@tewlawfirm.com
Plaintiff: USA	**represented by**	Cecil W. VanDevender(Designation Assistant US Attorney)	**Phone:**(615) 401-6595 **Fax:** (615) 401-6626 **Email:** cecil.vandevender@usdoj.gov

AO 91 (Rev. 11/11) Criminal Complaint

UNITED STATES DISTRICT COURT

for the

Middle District of Tennessee

United States of America
v.

Case No. 3:18mj3002

Cason Moreland

Defendant(s)

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I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

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This criminal complaint is based on these facts:

See the attached Afidavit of FBI Special Agent Mark Shafer.

☑ Continued on the attached sheet.

Mark Shafer

Complainant's signature

FBI Special Agent Mark Shafer

Printed name and title

Sworn to before me and signed in my presence.

Date: 02/28/2018

Joe B Brown

Judge's signature

City and state: Nashville, TN

Magistrate Judge Joe B. Brown

Printed name and title

STATEMENT IN SUPPORT OF COMPLAINT

I, Mark Shafer, being duly sworn, deposes and states as follows:

1. I am a Special Agent with the Federal Bureau of Investigation ("FBI") and have been so employed for twenty years. As a Special Agent, I am charged with the responsibility of investigating violations of the laws of the United States Code, including, but not limited to, violations of Title 18, United States Code, Sections 666 (federal programs theft/bribery), 1341, 1343, and 1346 (honest services fraud), 1951 (Hobbs Act extortion under color of official right), as well as Sections 1503, 1510, 1512, 1513, and 1519 (obstruction of justice), and collecting evidence in matters in which the United States is or may be a party of interest. I have received specialized training to perform those official duties and responsibilities. I have been exposed to a variety of investigative techniques and resources, which include, but are not limited to, physical surveillance, electronic surveillance, monitoring court-authorized wiretaps, managing the use of confidential sources ("CS"), consensual monitoring of conversations, the use of vehicle tracking devices, conducting searches of physical locations, and conducting searches of electronic storage media, e.g., computers, cell phones, and other digital storage devices, all of which may be utilized to retain information such as, among other things, documents, e-mails, text messages, pictures, voice notes, contact lists and call logs.

2. I have personally participated in the investigation set forth below. I am familiar with the facts and circumstances of the investigation from discussions with Special Agents and Analysts with the FBI; from my discussions with witnesses involved in the investigation; from my review of recordings made during the course of the investigation; and from my review of other records and reports relating to the investigation. Unless otherwise noted, wherever in this affidavit I assert that a statement was made, the information was provided by an FBI Special Agent or Analyst, or a witness who may have had either direct or hearsay knowledge of that statement and

to whom I or others have spoken or whose reports I have read and reviewed. Such statements are among many statements made by others and are stated in substance and in part unless otherwise indicated. Where statements from recorded calls or meetings are set forth in quotation marks, these quotes represent an attempt at rough transcription based on the recordings, which have not been officially transcribed. This affidavit does not contain all the information known to me regarding this investigation but only what I believe to be sufficient facts for the sole purpose of establishing probable cause for the arrest of Cason ("Casey") MORELAND. Therefore, I have not set forth each and every fact that I have learned during the course of this investigation. Facts not set forth herein are not being relied upon in reaching my conclusion that an arrest warrant should be issued. Nor do I request that the Court rely on any facts not set forth herein.

3. This affidavit is presented in support of an arrest warrant for Cason ("Casey") MORELAND, and a complaint charging that, beginning in or about February 2017 and continuing on through at least February 13, 2018, in the Middle District of Tennessee and elsewhere, MORELAND did knowingly obstruct justice through destruction of records, in violation of Title 18, United States Code, Sections 1519 and 2, and attempt to obstruct justice through witness tampering, in violation of Title 18, United States Code, Section 1512(b)(1).

THE FEDERAL CRIMINAL INVESTIGATION INTO MORELAND

Background of the Investigation & Indictment

4. Until on or about April 4, 2017, MORELAND was a Judge on the General Sessions Court of Metropolitan Nashville & Davidson County, Tennessee. MORELAND presided over Division X of the General Sessions Court and heard civil, criminal, and traffic cases. MORELAND had previously served as Presiding Judge of the General Sessions Court and directed the administration of two specialized court programs—the General Sessions Drug Treatment Court

(now known as the General Sessions Recovery Court), and the Cherished H.E.A.R.T.S. program—until his resignation from those positions on or about February 3, 2017.

5. On or about January 25, 2017, the FBI opened a federal criminal investigation into whether MORELAND and others violated federal anti-corruption statutes, including 18 U.S.C. Sections 1341, 1343, and 1346 (honest services fraud); and 18 U.S.C. Section 1951 (Hobbs Act extortion under color of official right).

6. In or about February 2017, a federal grand jury in the Middle District of Tennessee began to investigate whether MORELAND and others had violated federal anti-corruption laws. The grand jury issued its first subpoena in furtherance of the investigation on or about February 15, 2017.

7. The federal criminal investigation initially centered on allegations that MORELAND solicited, accepted, and extorted things of value—including sexual favors, travel, and lodging—from persons with whom he had close personal relationships, in return for performing official acts that benefitted these persons and their associates. As described in greater detail below, the federal criminal investigation also encompasses allegations that MORELAND participated in a scheme to steal, for his own personal use, funds belonging to the Davidson County Drug Court Foundation (the "Drug Court Foundation"),[1] in violation of 18 U.S.C. Section 666.

8. On or about March 28, 2017, I submitted a criminal complaint in the Middle District of Tennessee, stating that MORELAND had violated 18 U.S.C. Sections 1510, 1512, and 1513; on or about April 26, 2017, a federal grand jury in the Middle District of Tennessee returned a five-count indictment, alleging that MORELAND had violated 18 U.S.C. Sections 2, 1510(a), 1512(b)(3), 1512(c)(2), 1513(e), and 1519 by, among other things, attempting to persuade and

[1] The Drug Court Foundation is now known as the Tennessee Recovery Foundation.

bribe a woman with whom he had had a sexual relationship to sign an affidavit containing false statements, and scheming to plant drugs in that woman's car to discredit her. Specifically with respect to the bribe, the indictment alleges that on or about March 11, 2017, MORELAND provided $5,100 in cash to be used to persuade the woman to sign the affidavit, and that he provided an additional $1,000 in cash later that same day. The indictment is pending in the Middle District of Tennessee.

MORELAND's Knowledge of the Investigation in February 2017

9. There is probable cause to believe that MORELAND was well aware of the federal investigation in February 2017.

10. On or about February 1, 2017, FBI agents, identifying themselves as such, made contact with MORELAND and attempted to interview him. CS-1, discussed in more detail below, was present and observed FBI agents contacting MORELAND. MORELAND advised the agents to speak to his attorney. MORELAND's attorney then contacted the U.S. Attorney's Office.

11. On or about February 23, 2017, MORELAND's attorney met with the U.S. Attorney's Office to discuss the status of the criminal investigation.

12. On or about February 7, 2017, the local media publicly reported the existence of the federal criminal investigation into MORELAND's conduct. *See* Stacey Barchenger, *FBI Looks Into Allegations Involving Nashville Judge Casey Moreland*, THE TENNESSEAN, Feb. 7, 2017; Ben Hall & Phil Williams, *FBI Investigates Nashville Judge's Relationships*, NEWSCHANNEL 5, Feb. 7, 2017.

MORELAND'S RELATIONSHIPS WITH THE DRUG COURT FOUNDATION AND CS-1

The Drug Treatment Court & the Drug Court Foundation

13. The General Sessions Drug Treatment Court was a program designed to address certain criminal defendants' substance abuse issues by, among other things, referring them to, and monitoring their participation in, outpatient drug treatment and counseling programs. MORELAND oversaw the Drug Treatment Court before resigning from that position. Numerous others assisted MORELAND as part of a "team" monitoring Drug Treatment Court participants' progress, including representatives from the local Office of the District Attorney General, the Public Defender's Office, and treatment providers.

14. The Drug Court Foundation was created in or about 2009 as an independent nonprofit entity organized under 26 U.S.C. Section 501(c)(3). Although it was ostensibly managed by a Board of Directors, of which MORELAND was not a member, MORELAND took an active role in the Drug Court Foundation's management. Additionally, MORELAND's judicial assistant (employed in that position by Metropolitan Government of Nashville and Davidson County) was employed by the Drug Court Foundation as its bookkeeper. In that capacity, MORELAND's judicial assistant controlled the Drug Court Foundation's checkbook and had authority to write checks on its behalf.

15. In or about 2012, the Drug Court Foundation launched the Court Foundation Center.[2] The Court Foundation Center was an outpatient treatment facility designed to provide substance abuse counseling services, in the form of group sessions held approximately three times

[2] The Court Foundation Center is now known as the Tennessee Center for Change.

each week. The day-to-day manager of the Court Foundation Center was CS-1, who conducted various administrative and managerial tasks and personally ran some group counseling sessions.

16. The vast majority of participants in the Court Foundation Center's treatment services were referred there by the General Sessions Drug Treatment Court team, over which MORELAND presided. Costs associated with these participants, including an hourly wage for CS-1 (up to an agreed-upon cap based on the availability of funds), were reimbursed by the Drug Court Foundation.[3] Invoices for the Court Foundation Center's costs were routinely submitted to MORELAND's judicial assistant, who would routinely write checks from the Drug Court Foundation in response.

17. In addition to participants referred by the Drug Treatment Court team, the Court Foundation Center treated people who were not before the Drug Treatment Court, such as certain individuals charged with driving under the influence of alcohol who were eligible to participate in an outpatient treatment program in exchange for a reduction in their prison sentences. These individuals, known as "self-pay" clients, were required to pay for their treatment in cash or via money order; self-pay clients were initially charged approximately $500 for a six-month course of outpatient counseling sessions, although at some point that amount increased to approximately $750. However, self-pay clients participated in the same group counseling sessions as participants referred from Drug Treatment Court; thus, expenses associated with their treatment such as rent, utilities, and an hourly wage for CS-1 were effectively paid by the Drug Court Foundation.

[3] For a period after the Court Foundation Center was created, funding from the Drug Court Foundation was occasionally inadequate to cover the costs associated with all participants, and the Court Foundation Center effectively treated some participants for free.

18. Court Foundation Center staff maintained records of attendance at counseling sessions by all participants ("attendance logs"), as well as records reflecting payments by self-pay clients ("receipts").

MORELAND's and CS-1's Arrangement to Keep Cash[4]

19. Until in or about 2016, with MORELAND's knowledge and approval, CS-1 kept the cash paid by self-pay clients for herself in addition to billing the Drug Court Foundation for her time. Between the creation of the Court Foundation Center and the end of 2016, the volume of self-pay clients increased, and by early 2016 CS-1 was keeping thousands of dollars in cash each month.

20. In or about spring 2016, CS-1 became uncomfortable with the large quantities of cash she was taking, and she approached MORELAND with her concerns. MORELAND suggested that CS-1 begin bringing him half of the cash she kept each month: he told her to bring half of the cash in an envelope to his personal office in the General Sessions courthouse. CS-1 complied, bringing MORELAND half of the cash from self-pay clients she received each month, typically leaving a plain white envelope containing the cash on MORELAND's desk while MORELAND himself was not present.

21. Later in 2016, CS-1 returned to MORELAND and again expressed discomfort with the cash she was taking. CS-1 told MORELAND that, instead of keeping cash from self-pay clients, she would prefer to be permitted to submit invoices for all of her hours worked without having to reduce them to a specified limit. MORELAND agreed, telling CS-1 that she could submit invoices for all of her hours worked, and that in exchange CS-1 should begin delivering all

[4] Unless otherwise indicated, the facts recounted in this section are based on CS-1's account of events.

of the cash she received from self-pay clients to him. CS-1 began doing so, again typically leaving a plain white envelope containing the cash on MORELAND's desk while MORELAND was absent from his office.

22. CS-1's payments to MORELAND continued until in or about February 2017, as the federal investigation was underway.

MORELAND's Request that CS-1 Store Cash[5]

23. In or about February 2017, CS-1 and MORELAND were both present in the General Sessions courthouse, having participated in a Drug Treatment Court meeting. MORELAND asked CS-1 to meet him in the building's parking garage following the meeting; in the parking garage, he handed her an envelope full of cash, which appeared to CS-1 to be identical to the envelopes full of cash she had routinely brought to MORELAND's office. MORELAND told CS-1 to hold onto the money, and to buy a lockbox in which to store it. On or about February 15, 2017, CS-1 purchased a lockbox (after texting a picture of the lockbox to MORELAND for MORELAND's approval) and kept the cash MORELAND had given her inside the lockbox, which she stored in a filing cabinet at the Court Foundation Center. CS-1 sought and obtained reimbursement for her purchase of the lockbox from MORELAND's judicial assistant.

24. Several weeks later, in or about March 2017, MORELAND contacted CS-1 and asked her to bring him the cash at his sister's house. CS-1 brought him the cash as requested. MORELAND removed the cash from the envelope and counted it in front of CS-1; the total amount of cash in the envelope came to approximately $6,000, and the denominations of the bills were consistent with the denominations of the bills CS-1 routinely brought to MORELAND's office.

[5] Unless otherwise indicated, the facts recounted in this section are based on CS-1's account of events.

25. MORELAND told CS-1 that the money would ensure "she told the truth," or words to that effect. Based on the timing and context of that conversation, I believe it is reasonable to conclude that MORELAND was referring to the bribe payment referred to above in paragraph 8 in connection with a draft affidavit.

MORELAND'S SCHEME TO DESTROY COURT FOUNDATION CENTER RECORDS[6]

26. In or about mid-February 2017, MORELAND and CS-1 discussed the records that the Court Foundation Center maintained. MORELAND suggested that CS-1 destroy all records that would reflect cash paid to the Court Foundation Center: specifically with respect to those records, MORELAND told CS-1 words to the effect of: "Make sure everything is taken care of." CS-1 believed based on that conversation that MORELAND wanted those records to be inaccessible to law enforcement.

27. On or about March 2, 2017, CS-1 gathered up the Court Foundation Center's receipts and attendance logs covering the period from approximately 2012 through approximately 2016. CS-1 tore up those records into pieces and deposited the pieces in a dumpster behind the Court Foundation Center building.

28. Following CS-1's destruction of the Court Foundation Center's records, MORELAND and CS-1 had another conversation, during which MORELAND asked CS-1 whether "everything was taken care of over there," or words to that effect. CS-1 informed MORELAND that the records were destroyed, and MORELAND responded approvingly.

29. Following that interaction, CS-1 and MORELAND continued to stay in touch with one another, including on occasion by meeting in person for lunch. These contacts included a

[6] Unless otherwise indicated, the facts recounted in this section are based on CS-1's account of events.

lunch meeting between the two of them on or about December 22, 2017, and a series of text messages regarding a potential future lunch meeting between the two of them on or about January 22, 2018.

MORELAND'S RECORDED CONVERSATIONS WITH CS-1 AND HIS ATTEMPT TO INFLUENCE CS-1'S TESTIMONY

30. Beginning on or about January 29, 2018, CS-1 met several times with FBI agents conducting the above-described investigation. CS-1 agreed to meet and consensually record a conversation with MORELAND. At the FBI's direction, CS-1 arranged to meet with MORELAND for lunch on or about February 9, 2018, by telling him that she wanted to talk about having been approached by federal investigators. CS-1 agreed to tell MORELAND that she had been subpoenaed to testify before a grand jury, and to express concerns that investigators would learn about the cash she had brought MORELAND from the self-pay clients. In addition to that recorded conversation during the lunch meeting, CS-1 consensually recorded a telephone call with MORELAND after their lunch on or about February 9, 2018; exchanged text messages with MORELAND following the telephone call on or about February 9, 2018; consensually recorded a telephone call with MORELAND on or about February 13, 2018; and consensually recorded a telephone call with MORELAND on or about February 14, 2018.

31. On or about February 9, 2018, during their consensually recorded conversation at lunch, CS-1 told MORELAND that she had received a subpoena for the "Wednesday [i.e., February 14, 2018] grand jury." MORELAND repeatedly pressed CS-1 for details of what the FBI had asked her,[7] and during the subsequent consensually recorded telephone call he asked her

[7] In response to one such inquiry, CS-1 told MORELAND that investigators "asked about—they want all the receipts and books and all of that, and the receipt book, of course, is gone, you know, like we talked about last time. But there is an attendance log, and that shows all of the people that—cash people." MORELAND replied, "Just 'cause they came don't mean they paid."

to call him after she testified before the grand jury. MORELAND further requested that she provide him with a copy of all documents she produced in response to the grand jury subpoena. When CS-1 advised him that the full document production would be voluminous, MORELAND asked that she instead provide him with a list of documents produced.

32. During the lunch meeting on or about February 9, 2018, and in various recorded conversations that followed, CS-1 repeatedly told MORELAND that she was concerned about whether anyone else knew that she had delivered envelopes full of cash to his office. At certain points, MORELAND denied any knowledge of these cash payments. At other points, however, MORELAND responded in ways that indicated he was in fact well aware of them. For example:

a. On or about February 9, 2018, CS-1 asked MORELAND whether particular named individuals knew about her bringing cash to him in his office. In response, MORELAND assured her that "not a soul" knew, "not even Jackie." I believe that MORELAND's reference to "Jackie" was a reference to his wife.

b. On or about February 9, 2018, CS-1 told MORELAND that she was worried that there would be "cameras or something" that would show her putting envelopes on his desk. In response, MORELAND stated, "I had stuff put on my desk all the time."

c. On or about February 14, 2018, CS-1 told MORELAND that she had just testified in front of the grand jury and had "told them about me collecting the cash, about me giving you cash, about the lockbox, about me bringing cash out to your sister's

---

CS-1 asked, "But what if they know it? What if they contact those people?" MORELAND responded, "That's a lot of contacting."

house. I told them all of it." After a long pause, MORELAND responded, "All right."

33. During the lunch meeting on or about February 9, 2018, and in various recorded conversations that followed, CS-1 also repeatedly asked MORELAND what she should do about the fact that she, while acting at his direction, had destroyed the receipt book containing records of the clients who had paid cash. MORELAND's responses corroborated CS-1's statements that MORELAND had in fact directed her to destroy the receipt book. For example:

a. On or about February 9, 2018, CS-1 asked MORELAND what she should say if "they ask me about the receipt book? Where's the receipt book?" MORELAND responded, "Where is it?" After several seconds during which no intelligible conversation can be heard on the audio recording of their conversation, CS-1 stated, "Yes, it's gone. Just like we talked about." MORELAND stated, "If it's gone, it's gone." CS-1 then asked, "But what are they gonna say? What are they gonna say about why it's gone? 'Well, [CS-1], where are these receipt books?'" MORELAND told CS-1: "Well, just say, look, for the longest time you didn't write receipts. Very few paid. Most people had grants and stuff like that. All that money went to the Foundation."

b. On or about February 9, 2018, CS-1 told MORELAND that the FBI had spoken to her about "all the records I need to bring" to grand jury. CS-1 added, "And of course there's going to be the glaring hole about the receipt book. And that, you know, was destroyed last year. What am I going to say about that?" MORELAND responded, "Well, if it's lost, it's lost. If it's gone, it's gone. Ain't the only thing

to have gone missing down there. I mean, we don't deal with the most honest people in the world to begin with."

c. On or about February 9, 2018, CS-1 again told MORELAND that the FBI "want[s] receipt books, I don't have those." MORELAND responded, "You got some now, though, don't you?" CS-1 acknowledged that she did have new receipts books, but that they only went back to 2017. CS-1 again predicted that she would be asked "what happened to the ones before then?" MORELAND asked her what she would say if asked, and CS-1 responded, "I can't say, well, I destroyed them, because [unintelligible] I was giving money." MORELAND laughed in response, and added, "Well, if they're gone, they're gone. They're gone."

d. On or about February 14, 2018, CS-1 also advised MORELAND that, during her grand jury testimony, she had "told them about you talking to me about tearing up the receipt book. They know all of it now. I couldn't lie." After a long pause, MORELAND responded, "All right."

34. Throughout the conversations between on or about February 9 and on or about February 13, 2018, MORELAND repeatedly suggested various false cover stories that CS-1 could provide to the grand jury to explain what happened to the cash that CS-1 was collecting at the Center, and the receipt books documenting that collection. For example:

a. During the lunchtime conversation on or about February 9, 2018, MORELAND suggested to CS-1 at various points: that many attendees never paid anything; that CS-1 "bought stuff with that cash"; that CS-1 "bought chairs" and "other things" such as "meals for parties and stuff like that"; and that employees at the Center and attendees in the program may have stolen the cash, stating, "Money's been taken

out of drawers down there. And there's cash, there's been cash come up missing. . . . I mean, we are dealing with criminals."

b. In an exchange of text messages on or about February 9, 2018, MORELAND asked CS-1, "Didn't the foundation spend a lot of cash on that family whose house burnt?" CS-1 replied, "Sort of remember that. Why?" MORELAND responded, "Where some of the cash may have went along with helping clients here and there[.]" CS-1 asked, "Is that what I should say?" MORELAND replied, "Just saying the foundation used the money to help clients, cash and checks[.]" CS-1 responded, "Anytime we helped clients it was. With a check. I'm worried about the undocumented cash." MORELAND replied, "We gave cash at times ! I know I dug into my pocket many times[.]" CS-1 responded, "Digging in your pocket doesn't help explain where the foundation cash is." MORELAND reiterated, "I'm just saying we gave out cash here and there many times[.]"

c. During the consensually recorded conversation on or about February 13, 2018, MORELAND told CS-1, "I can't believe you didn't recall that guy whose house burnt!" CS-1 replied, "I mean, that was, that was, like, three years ago. Or way in the past." MORELAND responded, "Well, but I mean, I'm just using that as an example of times that we probably would've used cash. Took 'em on a Walmart spree, things like that. Christmas parties. Thanksgiving."

d. During the lunch meeting on or about February 9, 2018, MORELAND also suggested to CS-1 that she should tell the grand jury that any receipt books prior to 2017 were simply unavailable, repeatedly stating, "If they're gone, they're gone,"

or similar words to that effect. MORELAND further explained to CS-1 that "shoddy bookkeeping" is "not a crime."

35. During the lunch meeting on or about February 9, 2018, MORELAND also asked CS-1 to tell the grand jury that he had no involvement with the Center and did not know about any cash. MORELAND stated, "I don't even know about money. And you can tell 'em that, if you don't mind. That I never had anything to do with any money, because I didn't." MORELAND subsequently reiterated, "I'd appreciate it if you tell 'em I never had anything to do with that place down there. And y'all wouldn't—." CS-1 interrupted to ask, "What, the Center?" MORELAND replied, "Uh-huh."

36. During the lunch meeting on or about February 9, 2018, MORELAND twice assured CS-1 that she could only get in trouble with investigators if she gave them information. At one point, CS-1 told MORELAND, "I'm just, cannot—and plus, you know, I know the Foundation, if this comes out, my life's gonna be destroyed." MORELAND replied, "There's no way it'll come out. Unless you say something." Later during the lunch meeting, CS-1 told MORELAND, "I'm just so scared." MORELAND replied, "They're not after you." CS-1 responded, "They can get after me though." MORELAND told CS-1, "Only if you let 'em."

CONCLUSION

37. The numerous explanations and rationalizations that MORELAND proposed in the above paragraphs to account for missing cash—including the claim that MORELAND had no knowledge of the cash, the claim that receipts were never kept for some participants, the claim that CS-1 did not handle cash for some time, the claim that cash was used to buy office supplies or meals, the claim that cash was used as petty cash, the claim that cash and the receipt book were likely stolen, the claim that bookkeeping was generally shoddy, and the claim that cash was

frequently used to help clients—are all inconsistent with CS-1's recollection. Based on the above-described conversations between MORELAND and CS-1, as well as CS-1's description of her independent recollection of keeping cash from self-pay clients and delivering that cash to MORELAND, I believe there is probable cause to believe that MORELAND attempted to obstruct justice through witness tampering, in violation of Title 18, United States Code, Section 1512(b)(1).

38. Likewise, based on CS-1's independent recollection about the destruction of Court Foundation Center records, as well as my review of the consensually recorded conversations between CS-1 and MORELAND—including MORELAND's repeated acknowledgement that records from the Court Foundation Center were gone, and his reaction when told that CS-1 had told the grand jury that she had destroyed the records at his direction—I believe there is probable cause to believe that MORELAND knowingly directed the destruction of records in a Federal investigation, in violation of Title 18, United States Code, Sections 1519 and 2.

39. Based upon my training and experience, and the totality of the facts described above, I believe there is probable cause to believe that, beginning not later than February 1, 2017, continuing on through at least February 13, 2018, in the Middle District of Tennessee and elsewhere, MORELAND did knowingly obstruct justice through destruction of records, in violation of Title 18, United States Code, Sections 1519 and 2, and attempt to obstruct justice through witness tampering, in violation of Title 18, United States Code, Section 1512(b)(1).

JB

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8/29/2019	9:17 AM	HUSBAND'S RESPONSE AND COUNTERMOTION TO WIFE'S MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION AND FOR DATE CERTAIN FOR WALK THROUGH OF HOUSE AND MOTION FOR SCHEDULING ORDER	63-PAGES (Primary) TR. v1 (page 119) through TR.v2 (page 181) v1: 124 through v2: 32	TR. v1-v3 (p119 - 380)	v1: 124-155 v2: 2-151 v3: 2-80	Court started at 9am... texted M stayed up several nights in a row p Exhibit-B, had to run out the door minutes AFTER court started, then where I handed Virginia Story Copi copies of my signed and stamped r

JEFF FENTON
17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300

"ORDER OF PROTECTION" AS AN ILLEGAL "PRIOR RESTRAINT"

U.S. BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

WILLIAMSON COUNTY CHANCERY COURT AT FRANKLIN, TENNESSEE

BK: #3:19-BK-02693 | TN: #M2019-02059-COA-R3-CV | WILCO: #48419B

APPENDIX-15

THE FRAUDULENT DEFAULT 6-YEAR "ORDER OF PROTECTION" to violently BIND, RESTRAIN, and SILENCE me, while they carelessly TOOK everything, which I loved most in my life 1

2020-09-24 RETALIATION: "ORDER OF PROTECTION" 5-YEAR EXTENTION (out of jurisdiction, without motion, notice, or hearing) 1

My Raccoon Buddy: Kind Communications with my ex-wife, just 3-DAYS before their Secret Bankruptcy SCAM; Orchestrated by Story/Binkley/Ausbrooks/Etc... 7

Ex-wife's UNSIGNED Personal Statement about her "fear for (her) safety", included with her " Petition for an Order of Protection" at R.v1(pages 15-16) 8

Federal Rules of Civil Procedure - RULE 11 (Personal Statements with NO SIGNATURE are TRASH!) 10

EMERGENCY: I CAN NOT WORK FROM HOME WITH FRAUDULENT "ORDER OF PROTECTION" (Can't work outside the home because of my mother's immunity disorder!) 12

A 30-Page Letter I wrote to my ex-wife on 2/9/2005, before we even got married. Proving I've always been "long-winded", she knew that before marraige, and there certainly is no "Crime" or "Abuse" in exercising my 1st Amendment Right (even if I exercise it more than most) 13

PLEASE STRIKE & EXPUNGE THE "DEFAULT ORDER OF PROTECTION" & 5-Year Extension thereafter, without notice. This is no more than an illegal "Prior Restraint", which Judge Binkley is becoming famous for, due to his fear of public exposure of his misconduct, including the criminal activities of he and his friends 15

CONSTITUTION ANNOTATED: Amdt5.4.4.2.1 Deprivations of Liberty 16

My Ex-wife is a Highly-Trained FIREARMS EXPERT! She is a Tennessee and NRA Licensed Handgun Instructor, with daily carry of a Glock .40 Caliber handgun and Pepper Spray. She is also certified by the NRA to teach their "Refuse to be a Victim" program, emphasizing situational awareness, basic self-defense, and the defensive deployment of Pepper Spray. She has trained with both the Mt. Juliet and the Davidson County Police Departments. She has an extensive arsenal, with two fully-loaded military grade assault rifles, an FN FAL & an AR-15, both with extensive desert training as a "Family First"

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Lifetime Member, at Frontsight Firearms Training Institute, in Pahrump, Nevada. She owns approximately a half-dozen handguns, and last I knew, had about 17

Ex-wife's "Self-Defense Handgun Instructor" Resume (Training superior to that received by most Law Enforcement Officers) 18

Ex-wife's AR-15 with Combat Harness, Collapsable Stock, and High-End VCOG Optic 20

Ex-wife graduated from the Davidon Co. Citizen's Police Academy (Photo with Major Dean) 21

Ex-wife's FN-FAL 7.62 x 51mm NATO, Assault Rifle, Modified. Her same high-end VCOG Optic mounts on both of her Rifles. (This is a BIG GUN) 22

Ex-wife's AMMO Inventory (over 5,000 rounds) 23

Ex-wife's ammo cans, when she moved-out of our Marital Residence (5,000 Rounds Inventoried) 25

Front-Sight Firearms Institute in Pahrump Nevada (Where Ex-wife and her brother have Legacy "First Family" Lifetime Memberships) 26

Ex-wife Training with her FN-FAL Assault Rifle at Front Sight Firearms Institute 27

Ex-wife Training with her AR-15 Assault Rifle at Front Sight Firearms Institute (Iron Sights before we purchased the VCOG Scope for her.) 28

Ex-wife and her brother "Mark" (a Marine Veteran who introduced her to shooting, after her first divorce), at Front Sight Firearms Institute in Nevada 29

Ex-wife taking a "Defensive Handgun" class, with her .40 Caliber Glock, at Front Sight Firearms Institute in Nevada 30

Ex-wife's State Certified HANDGUN INSTRUCTOR Instructor Certificate (Tennessee) 31

Ex-wife working at Front Sight Firearms Training Institute as a "Line Coach" for their " Defensive Handgun" program. Shown with her brother (Mark), and their Father (Eddie). Shooting is a family affair! 32

Ex-wife's Glock Model 23, .40 Caliber Pistol (her daily carry handgun) 33

Ex-wife's NRA Certified "Pistol Instructor" Credentials 34

Ex-wife's Glock Model 17, 9mm Training Pistol (she uses when training new shooters) 35

Ex-wife's National Rifle Association - Life Membership Certificate 36

Ex-wife's Ruger SP101 .357/.38 Caliber Stainless Steel Revolver 37

2018-04-22 Ex-wife Abandonded our Marital Residence with a completely unnecessary 4-

Deputy Escort. Her first attempt to falsly justify an "Order of Protection" (for purely a strategic advantage in court) with her first Attorney, W. Edward Porter IV. Fortunately Mr. Porter refused, saying it was unethical since we had no history, priors, domestics, nor physical threats of any sort. This was over a year before Attorney Story & Judge Binkley got involved. 38

Ex-wife's "Dog-Walking-Gun", a North America Arms .22 Magnum Minature Revolver (small enough to wear as a necklace, put in a wallet, or carry in your pocket without detection 39

WIFE DESIGNED CUSTOM No Trespassing Signs - Using CAD and Microstation at her Work 40

Invoice for Custom No Trespassing Signs (The Sign Center) 40

PROOF: Custom No Trespassing Sign 41

INSTALLED: Custom No Trespassing Signs at Sunnyside 42

2017-07-23 Deer Graphics for Sign Selected by Wife 43

2017-07-23 Wife Emails Links to Purchase Deer Graphic she Likes 44

2017-08-02 Wife Emails Sign Legal Citations 45

2017-08-02 Wife Emails FINAL Sign Template 47

2017-07-31 Wife Designed 35.25" x 18" Sign Template 48

2017-07-31 Wife Emails CAD Master Files 49

2017-08-02 Wife Designed 36.5" x 18.5" Sign Template 50

2017-07-28 Wife: Wee.... AutoCAD Finally Came Up! (Wife sends CAD and Microstation Masters to Keep) 51

Wife Designed 36" x 18" Sign Template 52

2017-07-26 Wife Corresponded with Zach Geiser the Mid-Atlantic A&E Business Development Manager at Hikvision (Researching Our Surveillance Cameras) 53

TN Supreme majority: Police can ignore 'notrespassing' signs (Humphrey on the Hill) 56

STATE OF TENNESSEE V. JAMES ROBERT CHRISTENSEN, JR. (Sharon G. Lee) 58

2020-09-11 COA: Motion for Extention and Counsel (Informed Court about Foul-Play by Binkley & Story during 8/29/2019 Hearing - Asked Court to Compare 8/1 & 8/29 Transcripts, while Fact Checking Claims of LAW, and Consistency with the Record (COA: No Response about Foul-Play) 66

2020-09-15 COA ORDER: Denied Counsel (30-Day Extention Granted) 69

The "ORDER of PROTECTION" was purely a TOOL to help BIND, SILENCE, and

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DISCARD me 70

No one shall be subjected to torture or cruel, inhuman, degrading treatment or punishment 70

Change.org: Petition by a Tennessee lady to, "Stop False Allegations to get Order of Protections in Tennessee (commonly referred to as "the Nuclear Bomb of Divorce Litigation") and Hold False Accusers Accountable" 71

Tenn. Code § 39-16-403 (Official Oppression) Using an Illegal, Unjustified, Unheard, Out of Jurisdiction, "Order of Protection", based upon a highly Fraudulent Affidavit the JUDGE ordered the Counsel to write 74

18 U.S.C. § 1951 (Hobbs Act) EXTORTION UNDER COLOR OF OFFICIAL RIGHT 75

42 U.S.C. § 12202 NO State Immunity for ADA Violations, §12203 Prohibition Against Retaliation and Coercion, Interference, Coercion, or Intimidation 76



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PRIOR-RESTRAINT WITHOUT MOTION, NOTICE OR HEARING

Order of Protection

☒ Amended Order

☐ Petitioner is under 18

Case # *(the clerk fills this in)*: 48419B

CLERK & MASTER
2020 SEP 24 AM 10:09

In the Chancery Court of Williamson County, TN 9-24-20
FILED FOR ENTRY

Petitioner *(person needing protection)*

Fawn	Tiffany	Fenton
first	*middle*	*last*

Petitioner's Children under 18 Protected by this Order:

Name, Age, Relationship to Respondent	Name, Age, Relationship to Respondent
1.	3.
2.	4.

Respondent's Information *(person you want to be protected from)*:

Jeffrey	Ryan	Fenton	10/5/69
first	*middle*	*last*	*date of birth (MM/DD/YYYY)*

[redacted] MI [redacted]
street address *city* *state* *zip*

Respondent's Employer: None
Employer's name *Employer's phone #*

Describe Respondent:

Sex	Race	Hair	Eyes	Height – Weight – SSN – Other			
☒ Male ☐ Female	☒ White ☐ Asian ☐ Black ☐ Hispanic ☐ Other: _____	☒ Black ☒ Grey ☐ Blond ☐ Bald ☐ Brown ☐ Other: _____	☒ Brown ☐ Hazel ☐ Blue ☐ Green ☐ Grey ☐ Other: _____	Height	5.9	Weight	240
				Social Sec. # (If known)	(Provided to Clerk's office if known) **Do not list it here. XXXXX**		
				Scars/Special Features			
				Phone Number	[redacted]		

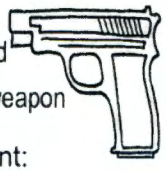
Petitioner's relationship to the Respondent *(Check all that apply)*:

- ☒ We are married or used to be married.
- ☐ We have a child together.
- ☐ We are relatives, related by adoption, or are/were in-laws. *(Specify)*: _____
- ☐ We are the children of a person whose relationship is described above *(Specify)*: _____
- ☒ The Respondent has stalked me.
- ☐ Other: _____
- ☐ We live together or used to live together.
- ☐ We are dating, used to date, or have had sex.
- ☐ The Respondent has sexually assaulted me.

This is a Court Order.

Findings About Abuse:

Warning!
☐ Weapon involved
☐ Has or owns a weapon



1. The Court has jurisdiction over the parties and this case. The Respondent was given reasonable notice of the hearing and an opportunity to be heard.

2. Based on the information in the *Petition,* and the hearing held, the court finds that the Respondent:

☑ Did the things listed in the Petition and the court adopts these as facts and incorporates them by reference, AND/OR

☐ Did the following things:

_____

_____

_____

AND there is credible evidence that Respondent is a threat to the safety of the Petitioner and ☐ Petitioner's Minor Children.

3. Respondent has specifically: *(check all that apply):*

☑ Abused/Threatened to Abuse

☐ Sexually Assaulted

☑ Stalked

the ☑ Petitioner AND ☐

FALSE: I NEVER ABUSED OR STALKED MY EX-WIFE! THIS IS ADA RETALIATION & INTERFERENCE WITH HOBB'S ACT EXTORTION OF MY SILENCE ABOUT THE MISCONDUCT AND CRIMES COMMITTED BY THE COURT & COUNSEL!

Findings about the minor children of the parties: *(check one):*

n/a ☐ The Court has jurisdiction over custody for the child(ren) of the parties because his/her/their home state is Tennessee.

☐ The Court has temporary emergency jurisdiction over custody for the children of the parties listed above because they are in Tennessee now, and they (or the Petitioner) were at risk. (If another state has jurisdiction over child custody under UCCJEA, this Court's temporary jurisdiction will end on _____ or when the other state's Court makes an order.)

Findings About Firearms:

The Respondent *(check all that apply):*

☐ Has no firearms

☑ Has firearms that he/she must give to someone else who is allowed to have them (TCA § 36-3-625).

☐ Has firearms that are registered under the National Firearms Act and must be either transferred to a responsible third party, or locked in a safe or other secure container to which the Respondent does not have access. A state or federal agency must give its approval before the firearms are turned in.

☐ Has a federal firearms license (FFL) or is a responsible party under an FFL, and has firearms under that FFL that qualify as business inventory, and *(check one):*

☐ There is **no** responsible party listed on the FFL other than the Respondent in this case. The Respondent must turn in or transfer all firearms inventory under his/her control to a separate FFL holder who is legally allowed to have firearms.

☐ There **is** another responsible party listed on the FFL other than the Respondent in this case. This Order does not require the Respondent to turn in or transfer the firearms inventory.

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PERSPECTIVE: FOR THOSE UNFAMILIAR WITH THIS CASE, THIS WAS A "DIVORCE" WITH NO CHILDREN. JUDGE MICHAEL W. BINKLEY AND HIS UNDISCLOSED "CLOSE FAMILY FRIEND", ATTORNEY VIRGINIA LEE STORY, ONLY SPENT TWO 30-MINUTE "HEARINGS" TO FORCEFULLY STEAL MY BRENTWOOD HOME (WORTH $900K CURRENTLY, WITH MORTGAGES OF ONLY $300K), WITHOUT A PENNY TO MYSELF OR MY EX-WIFE. WHILE THERE WERE NO ARRESTS, NO ASSAULTS, NO DOMESTICS, NO PHYSICAL THREATS, NO STALKING, NO SUPPORTING HISTORY, NO REASONABLE THREAT OF DANGER OF ANY SORT, WHILE THE OPPOSING PARTY IS THE ONE WHO COMMITTED MULTIPLE GROSS FELONIES AGAINST ME, WITH THE CRIMINAL GUIDANCE AND ASSISTANCE OF AT LEAST TWO JUDGES, AND A HALF-DOZEN ATTORNEYS, WITH AT LEAST AS MANY COMPROMISED AND CORRUPT POWERFUL MEMBERS OF THE COURT WHO HAVE HELPED TO COVER-THIS-UP, AND DENY ME ANY ASSISTANCE SINCE. KNOWING THAT I CAN'T EVEN WORK TO SUPPORT MYSELF TO SIMPLY TRY TO SURVIVE, IN THE CONDITION WHICH THE STATE OF TENNESSEE LITERALLY DISCARDED ME IN!

The Court orders Respondent to:

- ☑ Obey all orders on this form.
- ☑ Not abuse or threaten to abuse Petitioner or Petitioner's minor children.
- ☑ Not stalk or threaten to stalk Petitioner or Petitioner's minor children.

Other Orders to the Respondent *(Check all that apply):*

☑ **No Contact**
You must not come about the Petitioner (including coming by or to a shared residence) for any purpose and must not contact ☐ Petitioner AND ☐ Petitioner's children, either directly or indirectly, by phone, email, messages, text messages, mail or any other type of communication or contact.

☑ **Stay Away**
You must stay away from the ☐ Petitioner's home ☐ Petitioner's workplace ☐ Children's home and workplace.

☑ **Personal Conduct –**
☑ You must not cause intentional damage to the Petitioner's (or Petitioner's children's) property or interfere with the utilities at their home(s).

☑ You must not hurt or threaten to hurt any animals owned or kept by the Petitioner/Petitioner's children.

☑ **Counseling/Substance Abuse Programs**
You must go to the following program(s) and give the court proof that you have gone, participated and have made progress in this program *(contact information):* _____

My ex-wife wanted this fraudulent "Order of Protection" to help her gain possession of our HOME, and to have me forcefully REMOVED from it, so that she could LIQUIDATE it and DISBURSE the funds without a single penny to ME.

That was the PERFECT CRIME that Attorney Virginia Lee Story orchestrated and led her through, and my ex-wife got away with it. I completely forgave my ex-wife four-years ago, because I know what a desperate and vulnerable place she was in emotionally and physically, at that time. Rather than providing an ethical guiding hand to my ex-wife, through one of the toughest seasons of her life, Attorney Virginia Lee Story and a several of her "friends" instead exploited my ex-wife's desperation and vulnerability to steal the sum wealth of BOTH of our lives.

This "Order of Protection" isn't to protect my Ex-wife as it states (it endangers my ex-wife with potential Federal criminal charges, because of my need to constantly seek Federal assistance to get FREE.) This fraudulent "Order of Protection" is SOLELY to protect Judge Michael W. Binkley & Attorney Virginia Lee Story from being EXPOSED IN THE MEDIA for their crimes against me and my family!

This is a Court Order.

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☐ **Child Support** $ ____/ each _____ (month/week, etc) beginning _____ (date).

- ☐ This is the guideline amount. See the attached DHS *Child Support Worksheet.*
- ☐ This is **not** the guideline amount and is a deviation from the guideline amount. The Court has considered the best interest of each child in this case, and finds that guideline support would be unjust or inappropriate in this case.
- ☐ Other: _____

Payment method:

- ☐ Pay the Petitioner directly by the _____ day of each month. (the court finds that this does not endanger the Petitioner or the Petitioner's minor children and it is not a violation to send payment only with no notes or comments to the Petitioner)
- ☐ Take payment to this Court Clerk's Office. You will also have to pay a clerk fee of _____% on

Since "they" KNOW that in the past, I have very successfully exposed professional negligence and fraud against our family on the Internet, they also know that EXPOSING the TRUTH on the Internet is the ONLY "threat" that I am to anybody! But that specific threat happens to be their greatest fear!

By labeling my Ex-wife a "victim" of domestic abuse (which is untried, unheard, and false), by Fraudulent "DEFAULT" Judgments, there are strict laws protecting "victims" from having their court documents published online. (These same documents could easily expose this entire RICO scam!)

On 3/21/2021 the KnoxNews ran a story with a video clip of Judge Michael W. Binkley chastising and threatening attorneys, the press, and the people, stating, "What people are doing to judges, making up stuff, putting it in the media when it's totally false..." Further stating, "If your client is part of that kind of stuff, turn them in. Don't be part of the problem... don't be a chicken, because that's all it is... you're part of the problem if you don't do something about it." Indicating that there would be pre-emptive consequences for those who might speak-up.

That is EXACTLY what this outrageous, out of jurisdiction, bad-faith, untried, unheard, "DEFAULT" Order of Protection is, without MOTION or NOTICE where I could even ATTEMPT to DEFEND myself. While this was allegedly for LONG but NON-THREATENING emails and text messages, which Attorney Story decided that my Ex-wife is no longer CONSENSUAL to receiving, the day after I learned about the AMBUSH the Chancery and Bankruptcy Courts had conspired together against me.

Judge Michael W. Binkley and Attorney Virginia Lee Story are literally using my Ex-wife as a HUMAN SHIELD, to protect THEMSELVES from being exposed for an absurd amount of Attorney and Judicial Misconduct, including their roles in Bankruptcy Fraud, Deprivation of Rights and Property under Color of Law, Hobb's Act Extortion, ADA Coercion, Retaliation, Interference, Official Oppression, Etc!

All which I reported to the Court of Appeals as I cried-out for HELP, but instead they helped Binkley and Story to COVER-IT-UP, and denied me any assistance! This has unfortunately been the position of EVERY SINGLE DIVISION of the Tennessee Courts and Supervisory Boards, to date.

_____

_____

☑ **Orders to the Respondent about Firearms:**

- You must not have, or attempt to have, receive or attempt to receive or in any other way get any firearm while this or any later protective order is in effect.

- You must transfer all firearms in your possession within 48 hours to any person who is legally allowed to have them.
- You must fill out and file a *Firearms Declaration* within 1 business day of transferring your firearms. You may take more than 1 business day to file this form **only** if the Court gave you a later deadline. (You can get the *Firearms Declaration* form from the Court Clerk's Office or at *www.tncourts.gov.)*
- If a state or federal agency approves it, your weapons that are registered under the National Firearms Act must be either transferred to a responsible third party, or placed in a locked safe or other secure container to which you do not have access.
- If your *Firearms Declaration* shows that you have a federal firearms license (FFL), and that you are the **only** responsible party listed on that FFL, you must transfer all firearms inventory under your control to a separate FFL holder or another responsible party.

☑ **Costs, fees and litigation taxes**

THIS FRAUDULENT "ORDER OF PROTECTION" IS THE ONLY WAY WHICH A CORRUPT JUDGE COULD KEEP A NOOSE AROUND MY NECK FROM 600-MILES AWAY, WITHOUT DUE PROCESS! THREATENING MY LIFE, MY SAFETY, AND MY FREEDOM FOR AN OUTRAGEOUS SIX-YEARS. WHERE I CAN BE ARRESTED WITHOUT WARRANT OR NOTICE **24/7/365**, ANYWHERE WITHIN THE UNITED STATES OF AMERICA. REQUIRING LESS FOUL-PLAY THAN I HAVE ALREADY EXPERIENCED BY JUDGE MICHAEL W. BINKLEY AND ATTORNEY STORY. ALL WITHOUT HEARING, MOTION, OR NOTICE! ABSURD, INHUMANE, ADA INTERFERENCE AND UNCONSTITUTIONAL RETALIATION & EXTORTION!

THIS IS THE EQUIVALENT OF JUDGE MICHAEL W. BINKLEY HOLDING A GUN UP TO MY HEAD, AND WHISPERING INTO MY EAR, "GO AHEAD, TELL ON ME!" I DEMAND A FULL CRIMINAL INVESTIGATION!

THIS ORDER TAKES EFFECT IMMEDIATELY UPON SIGNING.

This Order starts today, *(date)*: 9-24-20. **This Order ends** *(date)*: 9-24-2025

☐ In 1 year. (The Petitioner may ask to extend the Order) ☑ In 5 years (1st violation of current PO)
☐ In 10 years (2nd or more violation of current PO)

Date: 9/24/20 **Time:** 10:08 ☐ a.m. ☐ p.m.

Signature of Judge or Chancellor

Certificate of Service – Respondent *(check one)*:	**Certificate of Service – Petitioner** *(check one)*:
☐ Signed by Respondent: _____	☐ Signed by Petitioner: _____
☐ Signed by Respondent's counsel: _____	☐ Signed by Petitioner's counsel: _____
☐ Hand delivered to Respondent.	☒ Hand delivered to Petitioner.
☐ Hand delivered to Respondent's counsel.	☐ Hand delivered to Petitioner's counsel.
☒ U.S. mail, prepaid postage to Respondent's last known address	☐ U.S. mail, prepaid postage to Petitioner's last known address.
☐ U.S. mail, prepaid postage to Respondent's counsel's last known address	☐ U.S. mail, prepaid postage to Petitioner's counsel's last known address.
☐ Reasonable attempts to find the Respondent's address were made, but there is no known address at this time.	☐ Reasonable attempts to find the Petitioner's address were made, but there is no known address at this time.
Signature of Server: Debra Stevens	Signature of Server: Debra Stevens
Server's title *(check one)*: ☐ Clerk ☒ Deputy Clerk 9-24-20 ☐ Authorized Officer ☐ Attorney	Server's title *(check one)*: ☐ Clerk ☒ Deputy Clerk ☐ Authorized Officer ☐ Attorney
Service was made on: Date: _____ Time: _____ ☐ a.m. ☐ p.m.	Service was made on: Date: 9-24-20 Time: 10:08 ☐ a.m ☐ p.m.

☐ **The Clerk certifies a copy of this Order was forwarded to 911, local law enforcement, and any court in which the respondent and petitioner are parties to an action.**

This is a Court Order.

Warnings to Respondent:

This Order is valid everywhere in the U.S.

If you travel to another state, territory or tribal land, with the intention of disobeying this Order, you can be charged with a federal crime. The courts of any U.S. state, the District of Columbia, all tribal lands, and U.S. territories, must enforce this Order, even if the Order is not registered. (18 U.S.C. §§ 2262, 2265)

No Guns, Firearms

You must not have any firearm while this Order is in effect. You cannot own, possess, have, buy or try to buy, receive or try to receive, or in any other way get any firearm or ammunition.

You must legally transfer, sell, or turn in any firearm that you have within 48 hours. Transfers are only legal if the person you transfer to is allowed to have firearms. You may get your firearms back when the Order of protection ends.

You will face separate charges if you disobey this Order

You may face separate, criminal contempt charges and/or civil penalties if:

- You disobey this Order on purpose (TCA § 36-3-610).

  The penalty for each violation is **up to 10 days in jail and a $10 or $50 fine** (TCA § 29-9-103).
- You may also have to pay a civil penalty of up to $50 for each violation (TCA § 36-3-610).

You may face separate, Class A misdemeanor charges if:

- You violate this Order (Public Chapter No. 422, effective July 1, 2019).

  A violation is punishable by **up to 11 months and 29 days in jail and a fine of not less than $100 nor more than $2500 for each violation.**
- You do not transfer your firearm(s) legally by the deadline (TCA § 36-3-625).
- You have a firearm while the Order is in effect (TCA § 39-13-113(h)(1)).

  The penalty for each violation is **up to 11 months and 29 days in jail and a fine of up to $2,500** (TCA § 40-35-111(e)(1)). There may be other charges if domestic violence is involved.
- You do not transfer, sell, or turn in any firearm. You may face Class A misdemeanor charges and you may also be charged with a federal crime. (TCA §§ 39-13-113(h)(1), 39-17-1307; 18 U.S.C. § 922(g)(8)).

You may face separate, Class C felony charges if:

- You hurt or try to hurt anyone while this Order, probation, or diversion is in effect; you may face charges for aggravated assault (TCA §§ 36-3-610, 39-13-102(c)).

  The penalty for each violation is **not less than 3 years nor more than 15 years and a fine of up to $10,000** (TCA § 40-35-111(b)(3)).

Only the Court can change this Order:

Neither you nor the Petitioner can agree to change this Order. Even if the Petitioner attempts to contact you or agrees to have contact with you, you must obey this Order. If you do not, you can be jailed for **up to 11 months and 29 days and fined up to $2,500**.

To the Petitioner:

You may ask any government agency or utility provider to keep private any information that could be used to locate you, such as addresses, phone numbers, and/or social security number. To do so, give a copy of this Protective Order to the Records Department of the agency or utility. *(TCA § 10-7-504(a)(15-16))*

This is a Court Order.

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Then "THEY" later converted the "Ex Parte" into a FULL **"ORDER OF PROTECTION"**, though still posing **absolutely NO threat to WIFE!** Carelessly destroying my ability to pass preemployment background checks, while needing a JOB more than ever, to simply SURVIVE their CRUEL and INHUMANE ORDERS!

All via a FRAUDULENT AFFIDAVIT and "DEFAULT JUDGMENTS", while DEPRIVING me of ALL RIGHTS to participate in MY HEARINGS!

Further followed by an outrageous, crippling, **FIVE-YEAR EXTENSION**, without even mailing me a NOTICE or a MOTION! (Still to DATE!)

There is NOTHING "LEGAL" about this! It is ALL about POWER, BIAS, DISCRIMINATION, COLLUSION, CONTROL, DOMINANCE & ABUSE!

I thought that "Lady Justice" held SCALES while wearing a BLINDFOLD?

Apparently not in Williamson County Tennessee!

I LOVED MIDDLE TENNESSEE!
I was a hard working, honest, tax paying resident for **25-YEARS**! Until the day that I first met **Judge Michael W. Binkley** and his close personal friend, **Attorney Virginia Lee Story**!

Regretfully now, I hope to NEVER step on Tennessee soil again, ever!

3-DAYS BEFORE Wife secretly filed for **Ch-13 BANKRUPTCY** (requesting to voluntarily forfeit/auction **OUR HOME**), without even mentioning a WORD to me!

I accidentally discovered this (from her attorney) on 6/14/2019. FIVE DAYS LATER, Wife applied for a FRAUDULENT "OP" under FALSE TESTIMONY!

I have NEVER threatened to harm her, or laid a single finger on her in anger! EVER! (While I have ZERO Arrests, Complaints, Priors, NOTHING!)

Even though WIFE is a HIGHLY TRAINED and HEAVILY EQUIPPED firearms and self-defense EXPERT!

She is a Licensed TN HANDGUN INSTRUCTOR, with serious military assault rifles, and over 5,000 Rnds. of ammo when she left!

Yet somehow she obtained an OP "Ex Parte" from **Judge Michael W. Binkley**, who just "happens" to be CLOSE PERSONAL FRIENDS with Wife's divorce attorney, **Virginia Lee Story**.

Welcome back to the **OLD SOUTH!** Let's all practice saying **"YES MASTER"!**

I held out good for my raccoon buddy in my hand tonight, and he touched both his cold little nose and his paw to my hand.

https://1drv.ms/v/s!AlWyAYYGDEXasH4MLLYxg0ct2nKs

I DID IT!!!

Apr 23, 2019

F OMG! raccoon!!! 😀

Fawn Fenton (mobile) Apr 23, 2019

Was that not COOL AS HECK? I did like you told me... Trying to keep the door barely split so he didn't come inside, while taking a video with one hand, holding out the food in the other hand, trying to focus, call to him..... And you say that I can't multi-task!

I've interacted with him a ton through the glass, and a little outdoors, but that was the first time that we touched each other. He was super gentle, with his warm soft little tongue eating out of my hand, with never the slightest nip!

Apr 23, 2019

F Love little raccoon!! 😊

Fawn Fenton (mobile) • Apr 23, 2019

WILLIAMSON COUNTY CHANCERY COURT, AT FRANKLIN, TN | DOCKET #48419B
RE-CREATION OF EX-WIFE'S **UNSIGNED PERSONAL STATEMENT** ALLEGING FEAR & STALKING
LOCATED IN TECHNICAL RECORD VOLUME 1, PAGE 15
Line Numbers Added for Reference & Strike-Through for False/Fraudulent/Misleading Claims

My name is Fawn Fenton and I have been married to Jeff Fenton for 13 years. Jeff and I have been separated since April 22, 2018 and I have not seen him since sometime in April when we met to file our taxes. ~~Prior to that I had not seen him since December 2018~~. I filed for divorce on June 4, 2019.

I am in fear for my safety based on the ~~repeated harassment that has continued to occur~~. ~~Over the last several weeks Jeff has sent me numerous text messages and lengthy e-mails talking about his intentions on ruining my life, causing me issues with my employer and clients at work, ruining my credit and financially ruining me~~. ~~As a result of Jeff's continued verbal and emotional abuse and deliberate non-cooperation, I have filed for bankruptcy to preserve my finances~~. ~~Upon finding out about the bankruptcy petition, Jeff became enraged and his incessant texts and e-mails have been upsetting and vindictive~~. Just as an example, from June 12 through June 16, Jeff sent me 12 e-mails all of substantial length, ~~describing how he plans on ruining my life~~. I am attaching just a snapshot of my email account showing the number of e-mails sent from June 12-16. The length of the emails would be too long to attach; however, I have saved them all. In addition, Jeff continues to send me numerous text messages, some very lengthy, ~~in some of the texts he uses derogatory language, calling me a "bitch~~." On June 14, 2019 he sent me 8 text messages within in less than 40 minutes. The next day, June 15, 2019 he sent me 16 text messages over the course of 4 hours, several of which were extremely lenthy. ~~I have asked Jeff on several occasions to stop e-mailing and texting me, however, he continues to repeatedly harass me~~. At this point all of his communication to me is not consensual ~~and I have relayed this to Jeff multiple times~~. On June 15, 2019 Jeff left me a voicemail on my cell phone stating that if I did not call him back or respond to his emails or text messages that he was going to "show up at my work or apartment to try to get some information out of me." I am fearful that he will actually show up at my work, ~~as he has done so in the past and has sabotaged my work e-mails~~. Jeff has been employed in IT and is very tech savvy. In the past he was able to remotely log into my work computer and delete all e-mails that had his name in them. ~~My company has already spent a considerable amount of money hiring a new IT support team to try and close loopholes and delete Jeffs access to our system, but we are still finding settings that reference Jeffs settings or route to his e-mails. Jeff has also threatened to post derogatory comments anonymously on the internet about both myself and my company. This cyber stalking could potentially cost me my job and career. I am fearful for what he may try to do now that I have filed for divorce and am not responding to his threats~~.

On June 16th, 2019 in one of his lengthy e-mails he stated, "I wish we would have had an asteroid fall on our home and kill us (or at least me"), the day before I discovered your plans to divorce me." Jeff is a licensed gun carrier and has many weapons, and I am in fear of what he may to do me if this continues. ~~**Jeff refers to himself as a part of the "extraction team" and lives a very paranoid life**~~. He installed extensive home monitoring at our marital residence including surveillance videos and ~~audio recording systems~~.

~~The harassment has caused me undue emotional stress and anxiety. I am unable to sleep well, and his harassment is causing trouble in my day to day life~~. The continued texting and e-mailing are interfering with my ability to perform my job and I fear that if these things continue that I will reach a point of an emotional breakdown.

(e) JUDGMENT. In pleading a judgment or decision of a domestic or foreign court, a judicial or quasi-judicial tribunal, or a board or officer, it suffices to plead the judgment or decision without showing jurisdiction to render it.

(f) TIME AND PLACE. An allegation of time or place is material when testing the sufficiency of a pleading.

(g) SPECIAL DAMAGES. If an item of special damage is claimed, it must be specifically stated.

(h) ADMIRALTY OR MARITIME CLAIM.

(1) *How Designated.* If a claim for relief is within the admiralty or maritime jurisdiction and also within the court's subject-matter jurisdiction on some other ground, the pleading may designate the claim as an admiralty or maritime claim for purposes of Rules 14(c), 38(e), and 82 and the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions. A claim cognizable only in the admiralty or maritime jurisdiction is an admiralty or maritime claim for those purposes, whether or not so designated.

(2) *Designation for Appeal.* A case that includes an admiralty or maritime claim within this subdivision (h) is an admiralty case within 28 U.S.C. §1292(a)(3).

(As amended Feb. 28, 1966, eff. July 1, 1966; Dec. 4, 1967, eff. July 1, 1968; Mar. 30, 1970, eff. July 1, 1970; Mar. 2, 1987, eff. Aug. 1, 1987; Apr. 11, 1997, eff. Dec. 1, 1997; Apr. 12, 2006, eff. Dec. 1, 2006; Apr. 30, 2007, eff. Dec. 1, 2007.)

Rule 10. Form of Pleadings

(a) CAPTION; NAMES OF PARTIES. Every pleading must have a caption with the court's name, a title, a file number, and a Rule 7(a) designation. The title of the complaint must name all the parties; the title of other pleadings, after naming the first party on each side, may refer generally to other parties.

(b) PARAGRAPHS; SEPARATE STATEMENTS. A party must state its claims or defenses in numbered paragraphs, each limited as far as practicable to a single set of circumstances. A later pleading may refer by number to a paragraph in an earlier pleading. If doing so would promote clarity, each claim founded on a separate transaction or occurrence—and each defense other than a denial—must be stated in a separate count or defense.

(c) ADOPTION BY REFERENCE; EXHIBITS. A statement in a pleading may be adopted by reference elsewhere in the same pleading or in any other pleading or motion. A copy of a written instrument that is an exhibit to a pleading is a part of the pleading for all purposes.

(As amended Apr. 30, 2007, eff. Dec. 1, 2007.)

Rule 11. Signing Pleadings, Motions, and Other Papers; Representations to the Court; Sanctions

(a) SIGNATURE. Every pleading, written motion, and other paper must be signed by at least one attorney of record in the attorney's name—or by a party personally if the party is unrepresented. The paper must state the signer's address, e-mail address, and telephone number. Unless a rule or statute specifically states otherwise, a pleading need not be verified or accompanied by an affidavit. The court must strike an unsigned paper unless the omission

is promptly corrected after being called to the attorney's or party's attention.

(b) REPRESENTATIONS TO THE COURT. By presenting to the court a pleading, written motion, or other paper—whether by signing, filing, submitting, or later advocating it—an attorney or unrepresented party certifies that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances:

(1) it is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation;

(2) the claims, defenses, and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law;

(3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and

(4) the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on belief or a lack of information.

(c) SANCTIONS.

(1) *In General.* If, after notice and a reasonable opportunity to respond, the court determines that Rule 11(b) has been violated, the court may impose an appropriate sanction on any attorney, law firm, or party that violated the rule or is responsible for the violation. Absent exceptional circumstances, a law firm must be held jointly responsible for a violation committed by its partner, associate, or employee.

(2) *Motion for Sanctions.* A motion for sanctions must be made separately from any other motion and must describe the specific conduct that allegedly violates Rule 11(b). The motion must be served under Rule 5, but it must not be filed or be presented to the court if the challenged paper, claim, defense, contention, or denial is withdrawn or appropriately corrected within 21 days after service or within another time the court sets. If warranted, the court may award to the prevailing party the reasonable expenses, including attorney's fees, incurred for the motion.

(3) *On the Court's Initiative.* On its own, the court may order an attorney, law firm, or party to show cause why conduct specifically described in the order has not violated Rule 11(b).

(4) *Nature of a Sanction.* A sanction imposed under this rule must be limited to what suffices to deter repetition of the conduct or comparable conduct by others similarly situated. The sanction may include nonmonetary directives; an order to pay a penalty into court; or, if imposed on motion and warranted for effective deterrence, an order directing payment to the movant of part or all of the reasonable attorney's fees and other expenses directly resulting from the violation.

(5) *Limitations on Monetary Sanctions.* The court must not impose a monetary sanction:

(A) against a represented party for violating Rule 11(b)(2); or

DUE TO COVID-19

I NEED to get a JOB from HOME
Because of my Mother's Health
Which I CAN'T DO with this STUPID OP!
Please have the OP REMOVED and EXPUNGED or Start Sending Me
SUPPORT PLEASE!

ASTHMA, ALLERGY AND IMMUNOLOGY CENTER

S. Anne, M.D. R. Botta, M.D. I. Badr, M.D. R. Mahajan, M.D. H. Azzam, M.D.

Patient Name: Marsha Fenton
Visit Date: 7/2/2020

Thank you very much for letting me participate in the management of Marsha Fenton, who was seen by telephone consultation on 07/02/20. Marsha states that her IgA deficiency has been stable. She denies any upper or lower respiratory tract infection. She has been following strict avoidance measures from exposing to the COVID-19 infection. She is wearing the mask. She is staying home. Her son also stays with her, who is not working at this time. She denies any fever, chills, or rigors. She denies any upper or lower respiratory tract infection.

PHYSICAL EXAMINATION: Deferred at this time since this was done by telephone consultation.

IMPRESSION: Ms. Marsha Fenton has:
1. IgA deficiency, and
2. Chronic rhinosinusitis.

RECOMMENDATIONS:
1. Marsha is prone to develop recurrent infections. Therefore, I advised her to follow strict isolation measures from exposure to COVID-19 infection.
2. Since her son stays with Marsha, I strongly recommend that her son should do his work from home since it will reduce significantly the risk of exposure of Ms. Fenton to the COVID-19 virus.
3. A follow-up appointment has been scheduled in one year but I advised her to contact me as soon as the pandemic is over for further evaluation and treatment.

Signed Electronically By Suresh Anne, MD
Signed Date: 7/3/2020 9:16:00 AM

E-Faxed to Ravikumar Peddireddy, MD On 7/3/2020 9:16:00 AM

I've been married three times. **First Wife:** 18-20. **Second Wife:** mid-twenties, lasted 4-years. **Third & Last Wife:** 2005-2019 (WILCO Docket #48419B). For the sake of protecting their anonymity (within this document), I will call my most recent wife by a very fond, private pet name, **"Tootie"**. (It might not sound flattering, but it originated from the greatest fondness, and was never used derogatorily!) I will refer to my second wife here, as **"Previous Wife"** or **"Prior Wife"**.

Pastors Jon & Kitty Sterns (Franklin Vineyard), Pastors Jerry & Cindy Bryant (Nashville Vineyard), Dr. Roy Hamley (Woodmont Hills Counseling Center), and [redacted] *(Girlfriend Extraordinaire):*

Greetings!

This started off as an introduction letter to the Sterns, as they've succeeded in learning very little about me thus far (which I'll credit to my avoidance) but I've come to a point where I want to move forward, and to be **unknown** has never been my desire. (Did I hear the Bryant's say "AHMEN"? LOL) It requires a certain fondness, or at least a willingness to read, in order to grow very close to me.

The biggest emotional/spiritual problem that I have struggled with this past year, is the **absolute inability to "balance accounts"** from my past. My past relationships with God, the Vineyard (Nashville), and my [redacted]. For that reason I've decided to also use this letter to try to put language to some of those issues, and am hoping that this will be an instrument that will help bring about closure. Jerry & Cindy – I think that there were a lot of things that were unsaid, but understood, yet I feel that I owe you a direct explanation of why I left the church, the nature of my hurts & resentments prior to leaving, the reason that now in coming back to church I have chosen the Franklin Vineyard over Nashville, and to tell you both once again that **I love you very much and truly appreciate the investment that you made into my life.**

I've decided to do this in an open format, copied to all those mentioned above, hoping **not** to cause anyone shame, or expose anyone's nakedness, but rather because I think it is important for all those addressed to understand **My Journey**, what has brought me to this point, decisions I've made and why, and how this all has impacted me thus far. Further I don't wish to speak behind anyone's back (except [redacted] for reasons that shall become obvious later on). I've included Dr. Roy Hamely in the addressing of this letter as he is a Christian Counselor who is currently working with [redacted] and myself, both individually and as a couple, to help aid us in moving forward. I've also copied this letter to [redacted], though much of it may be hard for her to read as it pertains to my ex-wife [redacted]. I think that it is important that as we move forward together, we both are knowledgeable about what has brought us each to this point, and the struggles that we still face (individually and together) even if those struggles do not directly involve the other.

First off, in regards to the Pastoral oversight, Counseling, and Care, I give you all complete permission to speak freely with each other about me. I am largely an open book. If you have something to say, or a burden on your heart, please don't tip-toe with me, **just say it.** I seem to possess an anointing that at some point causes even the most conservative pastor to swear, in an attempt to get through to me. So I expect this. Please feel free to cuss as you must. LOL

Please honor my request that you treat this letter with the absolute of confidentiality. It is intended for those who are named at top and absolutely no one else.

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The only REAL "evidence" in **#48419B** are **MY OWN WORDS**. While they refuse to even allow me to provide the CONTEXT within which they were spoken, the background and history behind them. WHY I said what I said, WHEN I said it. Or what my words were even MEANT to communicate & convey! I'm just accused of texting/emailing **TOO MUCH** (try the **"block"** button), labeling me an **"abusive stalker"**. WORDS MEAN SOMETHING! **I'm NO MORE of a "STALKER", than anyone reading this is a "PEDOPHILE"!** To assassinate my character while REFUSING to HEAR my TESTIMONY & DEFENSE, is an unconscionable ABUSE OF POWER, causing me to suffer "OFFICIAL OPPRESSION" for well over 2 years now!

Contents:

(It's a bad sign when a letter has a "Table of Contents".)

1 Intro
2 Contents
3 Father – Adolescents – Vegas
4 Meet the Vineyard (Nashville)
5 The Sweat Shop
6 Met Prior Wife
7 Marriage [redacted]
8 [redacted]
9 True Love
10 [redacted]
11 Father vs. Husband
12 Different Journeys
13 [redacted]
14 Love / Hate Relationship
15 [redacted]
16 Dear Jeff
17 [redacted]
18 Purging the Prior Wife Files
19 [redacted]
20 Divorced Previous Wife
21 [redacted]
22 I'm never going to know! – Seeking Counsel
23 The Prophecy
24 Why did I leave the Vineyard (Nashville)?
25 Hurts and Resentments
26 Vineyard Mass Exodus
27 In Steps Tootie
28 Tootie Meets God
29 Walking Through Doors - Conclusion

It may be UNUSUAL to be so verbose, but everyone is different, there is certainly no crime in that! I have been a **WRITER** who best communicates through writing since my TEENS! **That is my FIRST AMENDMENT RIGHT!** It is how I'm wired! How I personally **process life** and **communicate** most effectively. **"Tootie" knew that when we met, long before we ever got married.**

My writing has by far attracted more women in my life than any other quality about me. Many women find my intense honesty, vulnerability, and sincerity, combined with my ability to articulate it, to be rare and something which they are attracted to, and/or can deeply RELATE with!

Most of my life writing has been my most applauded strength and "gift". I've helped change policies throughout the State of Tennessee, before with this "gift". I've been thanked by governors, senators, mayors, given a special award... Often (if not USUALLY), Tootie EDITED my writing for grammar, punctuation, spelling, and overall content. Tootie showed little dislike for my writing, until she LEFT me, and it reminded her of the TRUTH, which we had both experienced together. Our promises to each other, **while I tried to persuade her onto a healthier path for herself.**

NEVER ONCE, in 15-YEARS, had I heard the word "ABUSE" or "Emotional Abuse" from "Tootie", until she secretly met with her first DIVORCE ATTORNEY! We walked very closely with numerous counselors, mentors, pastors, leaders in our lives, we have worked through several of our OWN issues and relational challenges. Yet NEVER ONCE was I remotely accused of "abusing" my beloved "Tootie" in ANY WAY, SHAPE or FORM! **(Such claims are no less than litigious terrorism!)**

The point of me sharing this document with the Court is not the CONTENT, it is the VERBOSITY, the BULK OF WRITTEN CONTENT, **a THIRTY-PAGE written letter PRIOR to marriage - where there were no secrets, all the cards were ALWAYS on the table (at least from my end)!** This also shows the level of AUTHENTICITY, HONESTY, OPENNESS, TRANSPARENCY, VULNERABILITY, and the level of ACCOUNTABILITY that I've walked in for DECADES! **This is WHO I AM!** Regardless of what those with an agenda pretend or claim!

I have a LIFETIME of EVIDENCE proving MY IDENTITY! I belonged to writers groups at church. I founded **NashvilleChristian.com**, as I met with church leaders throughout the mid-state. Twice I was a guest on local radio programs. While I designed, administered and managed the website and fax service prior, for over a decade. I also served as Tootie's SOUND BOARD. She shared and bounced everything off of me, DAILY, while I helped her and her company in any way that I could! I communicated with Tootie probably **5-25 times per day** on average, via texts, emails and phone calls. **We were connected at the hip, and together a force to be reckoned with!** (This was as much by HER will as it was by MINE!) **We were a TEAM!**

Unfortunately, our greatest strengths are often our greatest weakness, when our lives enter into a state of trauma. (Hence, I do regret some things that I've said and done.) **Yet REALITY is NOTHING as has been fraudulently claimed, to bind and discard me, without cost or consequence.**

PLEASE STRIKE & EXPUNGE THE "DEFAULT ORDER OF PROTECTION" ORDERED BY WILLIAMSON CHANCERY ON 10/21/2019 AND THEN EXTENDED FOR FIVE-MORE YEARS, WITHOUT NOTICE OF MOTION! I HAVE NEVER EVEN BEEN ALLOWED TO PARTICIPATE IN A HEARING TO DEFEND MYSELF! DESPITE PROMISES ON COURT RECORD 8/29/2019, TO ALLOW ME TO PARTICIPATE BY PHONE, KNOWING CHANCERY HAD FORCEFULLY RENDERED ME HOMELESS AND I NEEDED TO IMMEDIATELY RELOCATE TO MICHIGAN, HAVING NO OTHER PROVISION FOR SHELTER, FOOD, OR SURVIVAL IN TENNESSEE! WHILE ONCE THE FRAUD AND FALSE TESTIMONY USED TO MANIPULATE THE COURT IS REMOVED, THE ONLY REMAINING "GROUNDS" ARE ELECTRONIC COMMUNICATIONS WITH NO PHYSICAL THREATS OR DANGER!



TEXT MESSAGES FROM WIFE'S INITIAL "DIVORCE ANNOUNCEMENT" TO ME, ON MARCH 13TH, 2018.

WIFE'S "FEAR" WAS ENTIRELY BASED UPON HER BELIEF ABOUT WHAT WAS "UNDERSTANDABLE" IN HER OPINION! NOT ANYTHING I EVER DID!!!

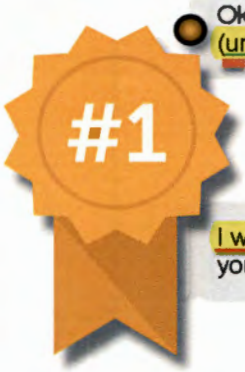
WHAT WIFE NEEDED WAS MENTAL AND PHYSICAL HELP FOR MENOPAUSE, NARCOLEPSY, AND CHRONIC DEPRESSION. WHAT SHE GOT INSTEAD WAS HELP COMMITTING MULTIPLE COUNTS OF FRAUD, WHICH COMPOUNDED HER STRESS & QUICKLY DETERIORATED HER HEALTH EVEN MORE!

3/13/18, 7:58 PM from Fawn Fenton

I thought you would hate me for this, and you would make me as miserable as possible to get back at me.

3/13/18, 8:19 PM from Fawn Fenton

Ok. Thank you. I was truly afraid you would be blinded by rage and hurt, (understandably so).



3/13/18, 8:42 PM from Fawn Fenton

I was so convinced you were going to try to destroy me, I was too afraid to ask you for an agreement.

THIS WAS A WHOLE YEAR BEFORE ATTORNEY STORY WAS HIRED, WITHOUT A SINGLE "INCIDENT", "THREAT" OR "DANGER" OF ANY SORT! WIFE INVITED ME OVER I BROUGHT HER GIFTS, SHE WANTED TO REMAIN FRIENDS AFTER DIVORCE!

Regardless of what people can "GET AWAY WITH" legally, it is CRUEL, INHUMANE, and down right UN-AMERICAN to DEPRIVE a person of their CONSTITUTIONAL RIGHTS and/or Hinder their most Basic Need and Ability to SUPPORT Themselves and their Family, by ANY legal means available to anyone else.

Based entirely upon someone else's unfounded concerns due to the Damages which THEY SECRETLY PLANNED TO CAUSE, with NO HISTORY of Violence, Arrests, or SERIOUS RISK of PHYSICAL DANGER, short of charging the individual with a CRIME and providing them with FULL EQUAL AND DUE PROCESS OF LAW!

The DEPRIVATION OF RIGHTS for Convenience and Arbitrary Power is "ABSURD, SLAVISH, AND DESTRUCTIVE OF THE GOOD AND HAPPINESS OF MANKIND." (Article I, Section 2) of the CONSTITUTION OF THE STATE OF TENNESSEE!

I PRAY THAT THE WILLIAMSON COUNTY CHANCERY COURT OPERATE FAIRLY, WITH THE WELLBEING OF ALL CITIZENS TREATED EQUALLY, AS REQUIRED IN THE CONSTITUTION OF THE GREAT STATE OF TENNESSEE. THAT MY FREEDOM, MY NAME, AND MY REPUTATION, BE RESTORED, HAVING COMMITTED NO CRIME. SO THAT I CAN PASS A BACKGROUND CHECK AND GET A JOB TO SUPPORT MYSELF, AS I DESPERATELY NEED, OR THAT A FULL CRIMINAL INVESTIGATION BE LAUNCHED INTO THE DEPRIVATION OF BOTH MY RIGHTS AND MY PROPERTY!

CONSTITUTION ANNOTATED
Analysis and Interpretation of the U.S. Constitution

Amdt5.4.4.2.1 Deprivations of Liberty

Fifth Amendment:

> *No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.*

With respect to liberty interests, the Court has followed a similarly meandering path. Although the traditional concept of liberty was freedom from physical restraint, the Court has expanded the concept to include various other protected interests, some statutorily created and some not.[1] Thus, in *Ingraham v. Wright*,[2] the Court unanimously agreed that school children had a liberty interest in freedom from wrongfully or excessively administered corporal punishment, whether or not such interest was protected by statute. "The liberty preserved from deprivation without due process included the right 'generally to enjoy those privileges long recognized at common law as essential to the orderly pursuit of happiness by free men.' . . . Among the historic liberties so protected was a right to be free from, and to obtain judicial relief for, unjustified intrusions on personal security."[3]

The Court also appeared to have expanded the notion of "liberty" to include the right to be free of official stigmatization, and found that such threatened stigmatization could in and of itself require due process.[4] Thus, in *Wisconsin v. Constantineau*,[5] the Court invalidated a statutory scheme in which persons could be labeled "excessive drinkers," without any opportunity for a hearing and rebuttal, and could then be barred from places where alcohol was served.

NOT EVERY FEMALE IS FRAIL, WEAK, DEFENSELESS, AND AFRAID; EVEN IF THEY CLAIM TO BE, FOR A STRATEGIC ADVANTAGE DURING A DIVORCE.

















FAWN T. FENTON
1986 Sunny Side Drive, Brentwood, Tennessee 37027
Email: fawn.fenton@live.com
Tel: (615) 333-7377

Self-Defense Handgun Instructor

CERTIFICATIONS & AFFILIATIONS

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

TRAINING

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

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

REFERENCES

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

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

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




Citizen Police Academy
Session 22 - 2009


LEAD SLE

Case 1:23-cv-01097-PEM-RSK ECF No. 1-32, PageID.1820 Filed 10/13/23 Page 3 of 25

Fawn's Ammunitions: Taken During Separation

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

Fawn T. Fenton
[redacted]
[redacted]

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

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

INVENTORY DATE: 5/1/2018

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

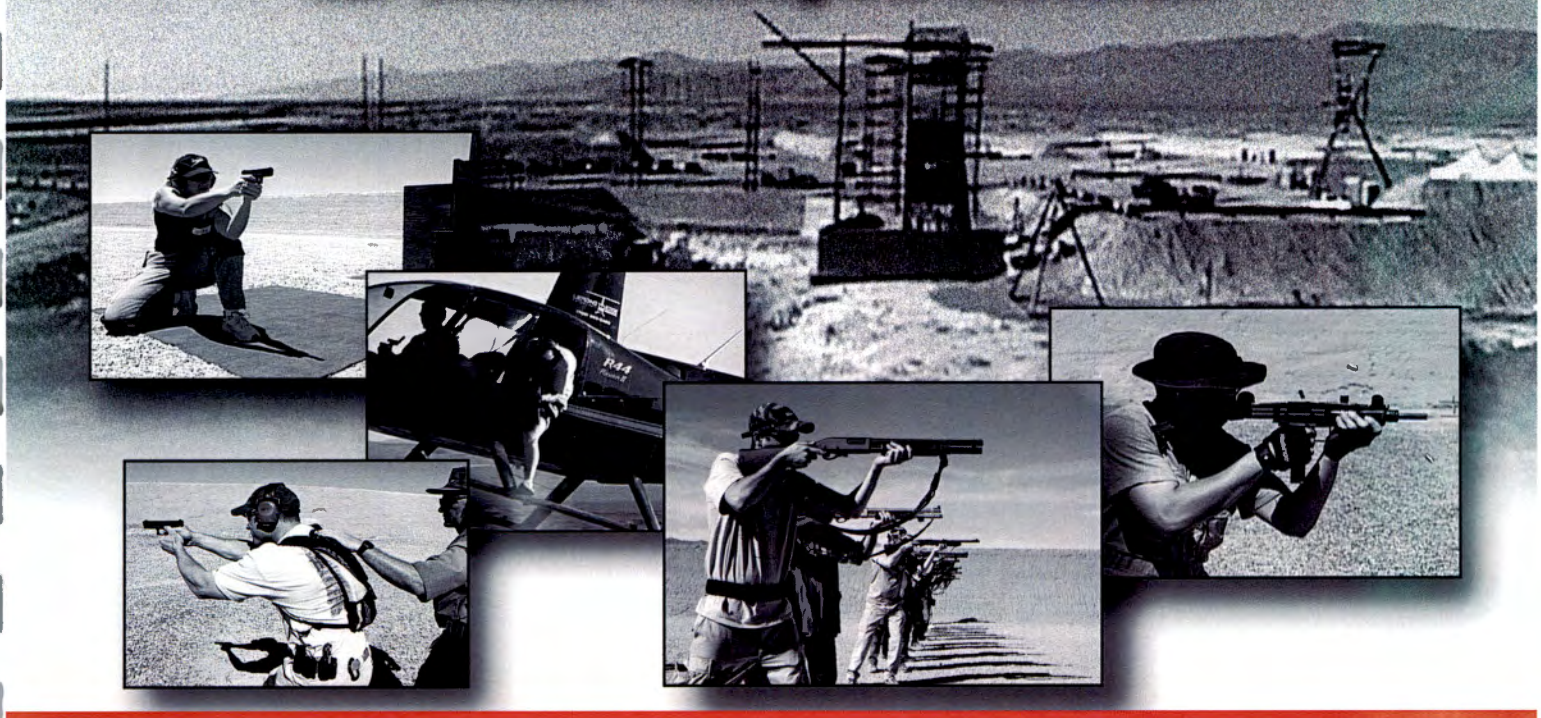
Where Purchased	Quantity Purchased	Purchase Price	Price per Round	Date Counted	Quantity Counted	Estimated Current Value	Notes
SportsmansGuide.com	1,000	$372.38	$0.37	5/1/2018	1,000	$372.38	2x 500 Round Cases (25 Boxes of 20 Rounds Each)
AmmoMan.com	1,000	$219.00	$0.22	5/1/2018	780	$170.82	39 Boxes of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


.308
.308
5.56
.223
.223
9mm
.40
AMERICAN EAGLE

Front Sight's 23 Year Anniversary!

2019 Schedule of Courses

Front Sight Offers You the World's Premier Facility and the Finest Instructional Staff in the Industry for Self Defense Training and Recreation!



Spend an exciting weekend at Front Sight and leave with the skills to safely protect yourself and your family.

Firearms, Edged Weapons, and Empty Hand Defense courses taught by personable, real-world instructors who will dramatically elevate your skills and bring out the best in you... Guaranteed!

All courses open to private citizens and law enforcement alike.

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Las Vegas, Nevada 1.800.987.7719 *www.frontsight.com*


4
2





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STATE CERTIFIED HANDGUN INSTRUCTOR

Awarded to

Fawn T. Fenton

ID # 197 / 30 / 1220

Presented by

Tennessee Department of Safety

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

Program Director **Commissioner**

SF-1106


MARK
CHARGERS
FRONT SIGHT
LINE COACH
Trojans
Triathlon


GLOCK 23 AUSTRIA .40

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

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

National Rifle Association Credentials

FAWN T. FENTON

Instructor

Certified Pistol

New ID Card Enclosed

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

Edward J. Land, Jr., Secretary

NRA # 137202242
Expires: 8/31/2016

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

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

8/6/2013 15:12:04

New ID Card Enclosed


17
AUSTRIA
9x19
GLOCK
NATIONAL RIFLE ASSOCIATION
INCORPORATED
1871

National Rifle Association of America

Certificate of Membership

This certifies that

Fawn Fenton

has fulfilled the requirements of a

Life Member

as set forth in the bylaws of the Association

Date April 26, 2012 *National Rifle Association*

Executive Vice-President



OPERATIONS REPORT

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

8. NATURE OF INCIDENT	DOMESTIC-VERBAL - Event #1804060888
9. LOCATION OF INCIDENT	1986 Sunnyside Drive, Brentwood, TN 37027
LOCATION CODE	01
REPORTING ZONE	1
DISPATCH ZONE/SECTION	1
PATROL ZONE/GRID	1
OTHER ZONE/BEAT	
10. VICTIM COMPLAINANT ACCUSED VEHICLE	Fenton, Fawn Tiffany - 1986 Sunnyside Drive, Brentwood, TN 37027

11. ACTION TAKEN

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

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

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



Invoice



The Sign Center
7107 Crossroads Blvd., Suite 104
Brentwood, TN 37027
ph.: 615-377-0148
fax:. 615-377-4742
email: Dave@TheSignCenterUSA.com

Invoice: **37535**

Description: **custom routed shape Trespassing sign**
Customer: Jeff Fenton ph:
Fenton, Jeff
Salesperson: email:

Product	Font	Qty	Sides	Height	Width	Unit Cost	Item Total
1	ALUM .080 (Pre Cut)	2	1	36	24	$217.50	$435.00

Color: custom on custom
Description: Aluminum (.080) Sign
Text:

Payments Received (thank you)

Date	Amount	Payment Method	Tracking Number
8/28/2017 4:44:04PM	$275.24	Cash	
8/3/2017 3:22:37PM	$200.00	Cash	
Total Payments:	$475.24		

WIFE did the DESIGN Work for these Signs at her Work, using their CAD Architectural Software. Then I helped her with the graphics. This was a JOINT PROJECT, Installed around 8/28/2017. Costing over $500 with Hardware. There was NO PLANS for a DIVORCE when these Signs were Designed, Purchased, & installed! These looked NICE! WIFE Moved out on April 22nd 2018, 16 MONTHS LATER. It had NOTHING to do with these signs!

Other Payments: _____
Form of Payment / Amount / Initials

Notes:

Ordered: 8/3/2017 3:16:38PM
PickedUp: 8/28/2017 4:34:16PM
Printed: 8/28/2017 4:44:45PM
Status: Closed

Line Item Total:	$435.00
Subtotal:	$435.00
Taxes:	$40.24
Total:	$475.24
Total Payments:	$475.24
Balance Due:	$0.00

Payment due upon completion of order.

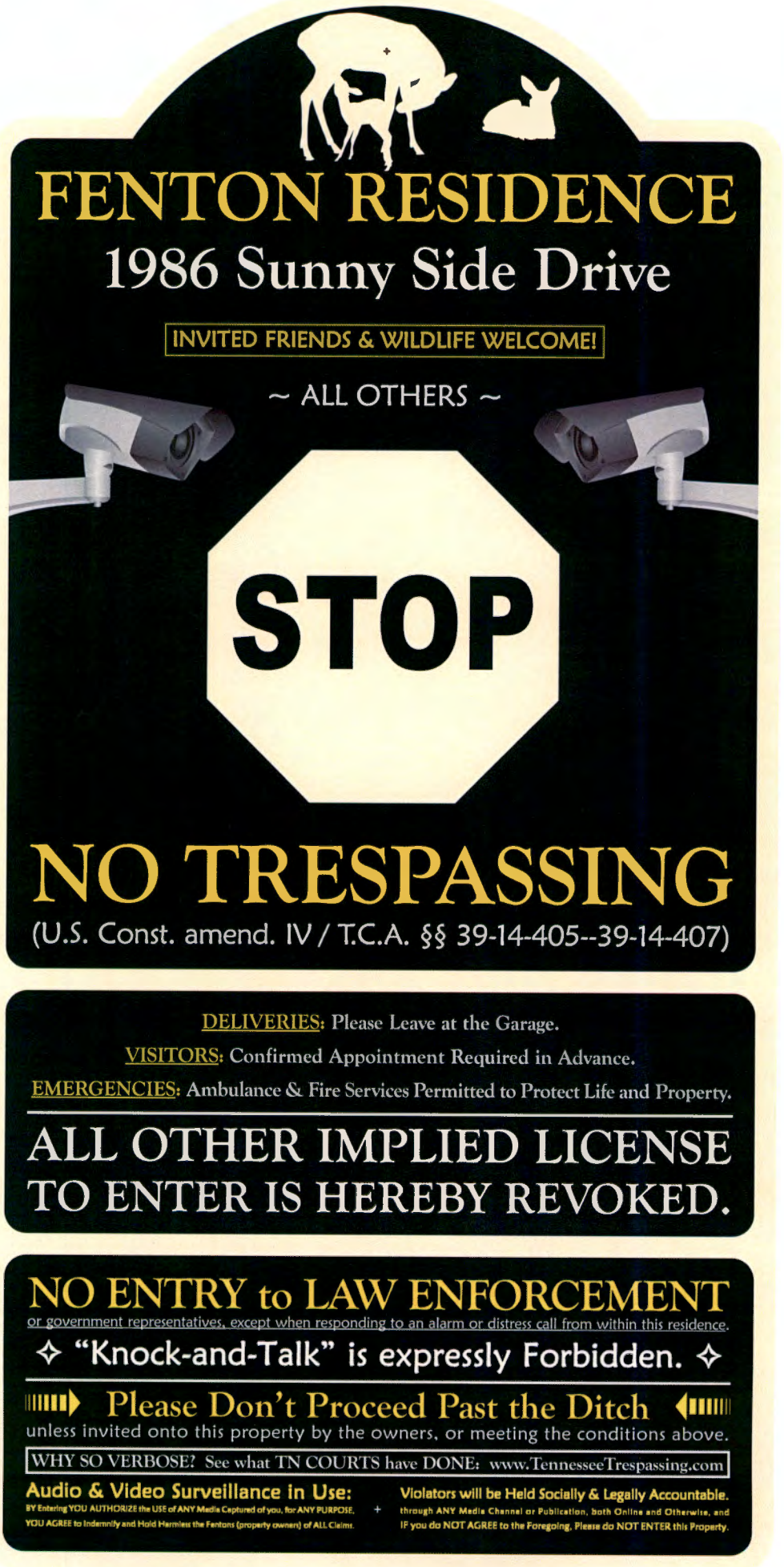
ATTN: Jeff Fenton
Fenton, Jeff
7101 Executive Center Dr.
Suite 147
Brentwood, TN 37027

Received/Accepted By: _____ / /

Almost Professional. Everytime. Guaranteed.

NO TRESPASSING SIGNS Used by Attorney Virginia Story to Assassinate my Character in Court: DESIGNED primarily by WIFE at WORK!

NO TRESPASSING SIGNS Used by Attorney Virginia Story to Assassinate my Character in Court: DESIGNED primarily by WIFE at WORK!



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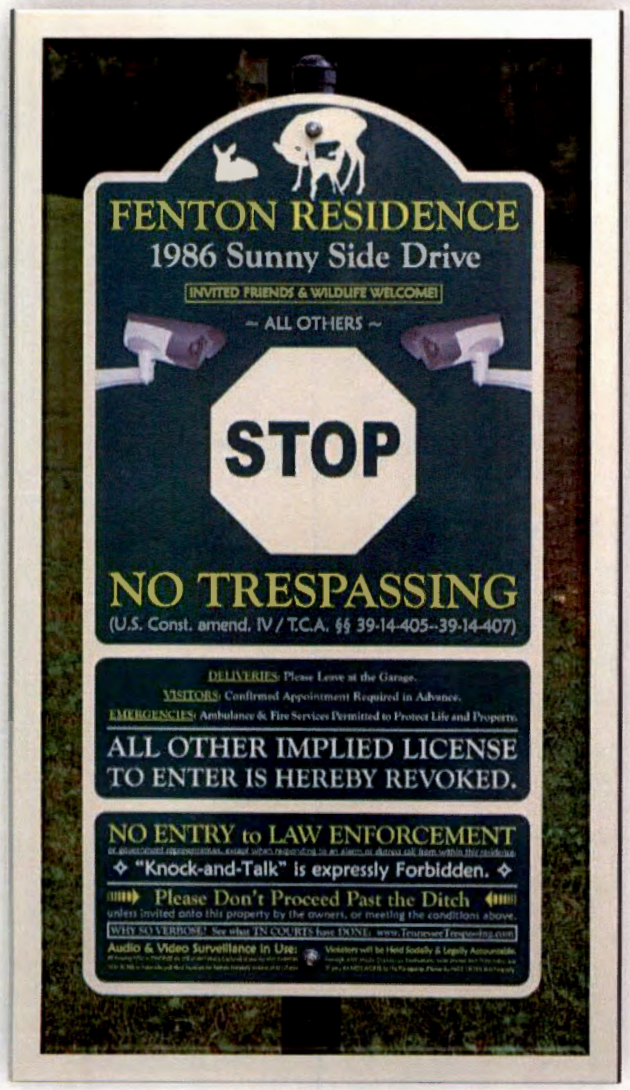





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https://www.canstockphoto.com/deer-family-9892059.html

Pets Finance Weather Social Phone Surveillance Worldflow Mos: Visited Reques: a return K0991

International

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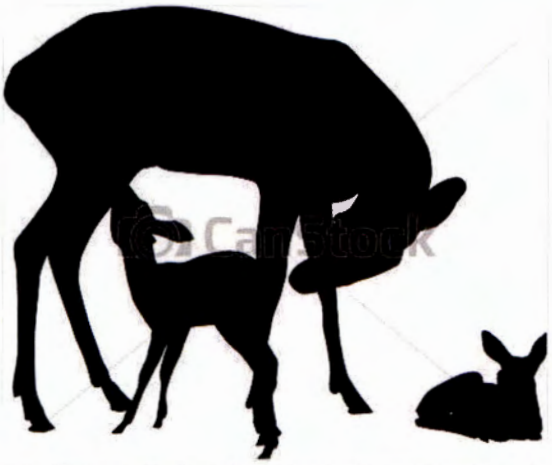
Deer Family



Vector black and white illustration of deer family, mother feeding cattle.

Add to Favorites Save Comp

Pricing

Help Me Choose

File Size	pixels inches cm	USD
Small JPEG	800x664 px - 72 dpi	$2.50
Medium JPEG	1600x1327 px - 300 dpi	$6.00
Large JPEG	3000x2488 px - 300 dpi	$7.00
X-Large JPEG	4000x3318 px - 300 dpi	$8.00
EPS Vector	Scalable to any size	$12.00

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More Options Total: $12.00 USD

Download Now

No Signup Needed

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The deer drawn on a maple leaf


vector illustration of beauty deer family silhouette with sunset...


Cartoon illustration of a deer family Fathe...


Set of Deer fa... vector , illustra...

Illustration Information

by Copestello
Member since July 2, 2007 1,139 images

csp9892059 uploaded on 2012-06-15.

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Jeff Fenton

From: Fawn Fenton
Sent: Sunday, July 23, 2017 7:51 PM
To: Fawn Fenton; Jeff Fenton
Subject: deer graphics for sign

http://www.canstockphoto.com/deer-family-9892059.html

http://www.canstockphoto.com/whitetail-deer-silhouettes-4347808.html

Sent from Mail for Windows 10

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Jeff Fenton

From: Fawn Fenton <ffenton@[redacted]architects.com>
Sent: Wednesday, August 2, 2017 11:11 AM
To: Jeff Fenton
Subject: RE: TN Code (Combining Lines)

Thanks!

From: Jeff Fenton
Sent: Wednesday, August 02, 2017 9:59 AM
To: Fawn Fenton <ffenton@[redacted]architects.com>; Fawn Fenton
Subject: RE: TN Code (Combining Lines)

http://www.tennesseedefenselitigation.com/BlogEntry.aspx?id=37

T.C.A. §§ 39-14-405--39-14-407

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

TECHNICAL CONSULTING, SERVICES, AND SOLUTIONS,
WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!

SUBMIT OR RESPOND TO A SUPPORT TICKET HERE.

A DIVISION OF METICULOUS MARKETING LLC

From: Jeff Fenton
Sent: Wednesday, August 02, 2017 9:43 AM
To: Fawn Fenton <ffenton@[redacted]architects.com>
Subject: RE: TN Code (Combining Lines)

Looks like it would be like this: T.C.A. §§ 39-14-405 to 39-14-407

Based on this example: N.D.C.C. §§ 11-01-09, 11-01-11, 11-01-15 to 11-01-19.

From this webpage: https://www.ndcourts.gov/court/citation/III.A.htm

JEFF FENTON
METICULOUS.TECH

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SUBMIT OR RESPOND TO A SUPPORT TICKET HERE.

A DIVISION OF METICULOUS MARKETING LLC

From: Fawn Fenton [mailto:ffenton@[redacted]architects.com]
Sent: Wednesday, August 02, 2017 9:29 AM
To: Jeff Fenton
Subject: RE: TN Code (Combining Lines)

I have spent 10-15 minutes searching online, and I still don't know the answer to this... I will have to look at it later this afternoon.
Sorry!

From: Jeff Fenton
Sent: Wednesday, August 02, 2017 9:07 AM
To: Fawn Fenton <ffenton@[redacted]architects.com>; Fawn Fenton
Subject: TN Code (Combining Lines)

Lovie,

How would this be expressed:

- T.C.A. § 39-14-405
- PLUS
- T.C.A. § 39-14-406

How would that be combined and denoted?

T.C.A. § 39-14-405, 406?

I need the line to be a little longer to justify with all the other lower lines. ☺

Gracias!

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

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Jeff Fenton

From: Fawn Fenton <ffenton@[redacted]architects.com>
Sent: Wednesday, August 2, 2017 6:13 PM
To: Jeff Fenton
Subject: RE: Very Minor Change in Dimensional PDF WITH BLEED
Attachments: Jeffy Sign_Bleed Dimensions.pdf

Ok here it is

From: Jeff Fenton
Sent: Tuesday, August 01, 2017 10:50 PM
To: Fawn Fenton <ffenton@[redacted]architects.com>; Fawn Fenton
Subject: Very Minor Change in Dimensional PDF WITH BLEED

Hello Lovie,

Can you please make just one minor change for me of the ONE dimensional PDF, which includes the BLEED?

I'd like to change the LABEL on the bottom of the page:

- FROM: "DIMENSIONS OF PRINT COPY WITH BLEED"
- TO: "DIMENSIONS OF OVERPRINT COPY WITH ¼" BLEED"

Exactly as quoted above please! I know that I gave you the wording last time, but in working on this I've remembered that the term "overprint" is what is commonly referred to as the copy WITH Bleed, and that it would be helpful to specify the exact amount of bleed used throughout.

That is the ONLY change. Please just the highlighted text above (without the highlight), replacing the label at the bottom of the sheet.

Everything else is PERFECT!

THANKS LOVIE!!!

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

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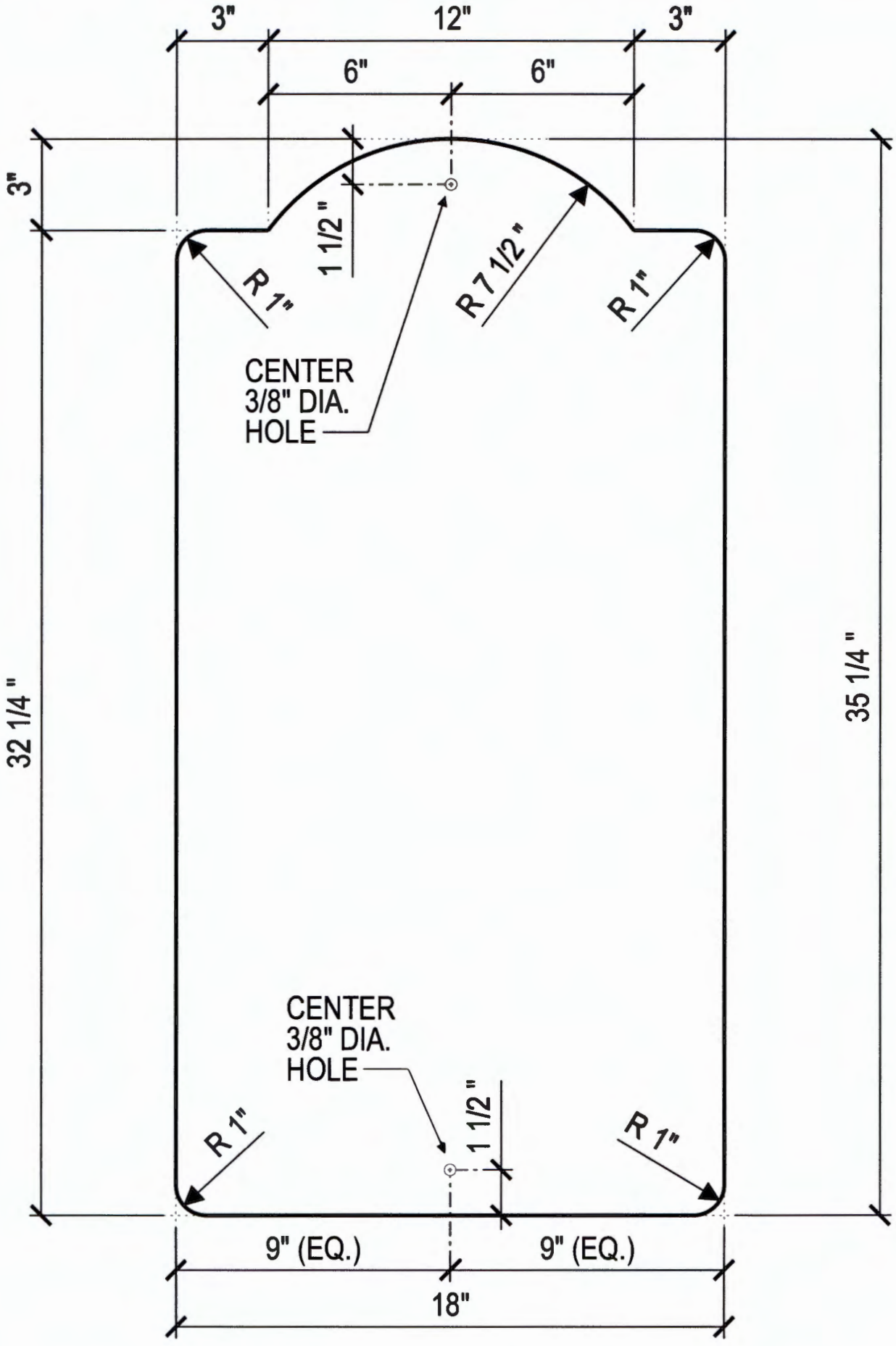

DIMENSIONS OF FINISHED SIGN (METAL PLATE)

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Jeff Fenton

From: Fawn Fenton <ffenton@[redacted]architects.com>
Sent: Monday, July 31, 2017 9:11 PM
To: Jeff Fenton
Subject: RE: Sign PDFs
Attachments: Jeffy Sign_Master.dgn

CAD File Master.....

From: Fawn Fenton
Sent: Monday, July 31, 2017 8:06 PM
To: 'Jeff Fenton'
Subject: RE: Sign PDFs

Again...

From: Fawn Fenton
Sent: Monday, July 31, 2017 7:47 PM
To: 'Jeff Fenton'
Subject: RE: Sign PDFs

Revised again....

From: Fawn Fenton
Sent: Monday, July 31, 2017 7:41 PM
To: 'Jeff Fenton'
Subject: Sign PDFs

Revised PDFs....

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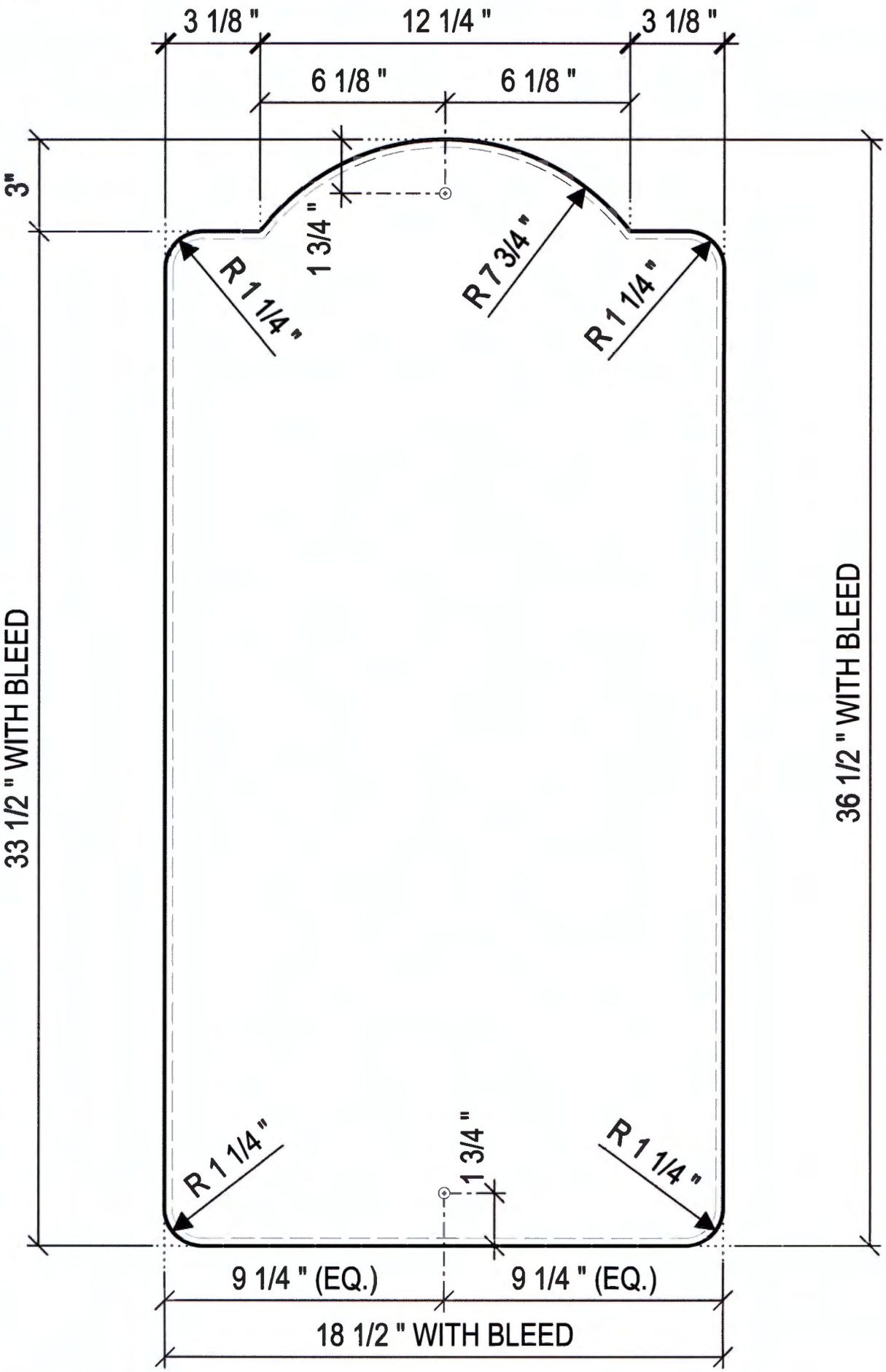

DIMENSIONS OF OVERPRINT COPY WITH 1/4" BLEED

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Jeff Fenton

From: Fawn Fenton <ffenton@[redacted]architects.com>
Sent: Friday, July 28, 2017 3:30 PM
To: Jeff Fenton
Subject: RE: Sign!
Attachments: Jeffy Sign2.dgn

Here's the Microstation file, just in case.

From: Jeff Fenton
Sent: Friday, July 28, 2017 2:24 PM
To: Fawn Fenton <ffenton@[redacted]architects.com>
Subject: RE: Sign!

Cool! So that is the v2000, right?

Can you send me the microstation master just to have, or have changes been made in the AutoCad version, where it is now the working master?

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

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SUBMIT OR RESPOND TO A SUPPORT TICKET HERE.

A DIVISION OF METICULOUS MARKETING LLC

From: Fawn Fenton [mailto:ffenton@[redacted]architects.com]
Sent: Friday, July 28, 2017 2:21 PM
To: Jeff Fenton
Subject: Sign!

Whee.... Autocad finally came up!
I changed the layer names to be descriptive of exactly what they are. I added a layer for the 1/4" outside bleed lines. Let me know if this isn't what you wanted.

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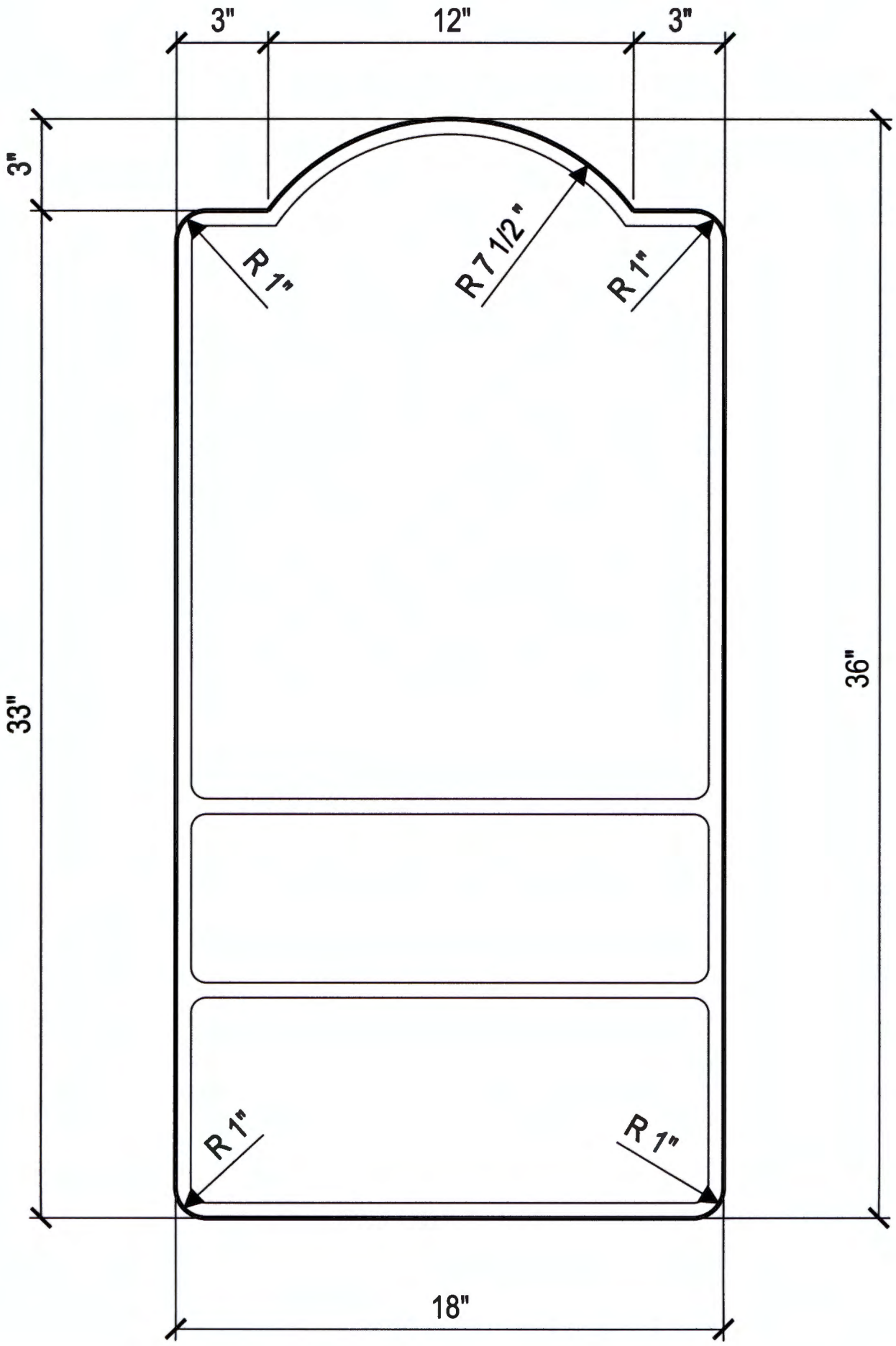

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Jeff Fenton

From: Fawn Fenton <ffenton@[redacted]architects.com>
Sent: Wednesday, July 26, 2017 6:48 PM
To: Jeff Fenton
Subject: FW: Hikvision Video Surveillance | Scheduling a Lunch & Learn

Heh, FYI....

From: Zach.Geiser [mailto:Zach.Geiser@hikvision.com]
Sent: Wednesday, July 26, 2017 12:27 PM
To: Fawn Fenton <ffenton@[redacted]architects.com>
Subject: RE: Hikvision Video Surveillance | Scheduling a Lunch & Learn

Hi Fawn,
Not a problem and thank you for the information. If the high school would like to look into Hikvision solutions, please feel free to pass my information along. On average we are able to save 30% on cost in comparison to our competitors, which is often key in being able to provide quality systems to education projects as they tend to have tighter budgets. We also have 3-5yr warranties, and have a product failure rate less than 1%.

If I can be of any help on future projects, please do not hesitate to reach out as I am happy to consult with you. I will also be sure to get you're A&E online portal registration approved so that you have access to the resources there.

Have a great day!

Best Regards,

Zach Geiser
Business Development Associate
A&E Program, Mid-Atlantic
NJ • PA • MD • DE • DC • VA • WV • TN • KY
☎ 609.235.2624
✉ zach.geiser@hikvision.com

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Read the cybersecurity interview conducted by SSI Magazine with the President of Hikvision, Jeffery He:

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From: Fawn Fenton [mailto:ffenton@[redacted]architects.com]
Sent: Monday, July 24, 2017 6:04 PM
To: Zach.Geiser
Subject: RE: Hikvision Video Surveillance | Scheduling a Lunch & Learn

Hi Zack,

Thanks for following up. My apologies for not getting back to you earlier; I am working on a project where the client had decided they wanted a video surveillance system (at a new restroom/concessions/meeting building of a high school track and football field that we are building), and I had started researching possible systems; however, the school decided they will provide the security system under a separate contract themselves, so that is not in my scope of work now. I will certainly let you know if we come across another opportunity in the future; I have always heard good things about HikVision's systems.

We are a small architectural office, and we do not normally entertain lunch-n-learns; myself and Ken Adkisson are the only two licensed architects, and we typically pursue education on separate paths. In any case, I am glad to have your contact information now, and will keep you on file if we can use your services on a future project.

Best wishes,

Fawn Fenton
[redacted]**Architects, Inc.**
3322 West End Ave., Suite 103
Nashville, Tennessee 37203
(615) 298-9829
ffenton@[redacted]architects.com

From: Zach.Geiser [mailto:Zach.Geiser@hikvision.com]
Sent: Monday, July 24, 2017 3:11 PM
To: Fawn Fenton <ffenton@[redacted]architects.com>
Subject: Hikvision Video Surveillance | Scheduling a Lunch & Learn

Hi Fawn,

My name is Zach Geiser, and I am the Mid-Atlantic A&E Business Development Manager at Hikvision – world's largest video surveillance manufacturer.

I will be in the Tennessee region either the last week in August, or 1st week in September, and I am curious if might we be able to arrange a Lunch N' Learn with the electrical engineering, technology integration, or security design team sometime within that timeframe? Our objective would be to introduce Hikvision at a high level, review our latest products and technologies, as well review our recently implemented A&E program / online portal. I would greatly appreciate the opportunity, and would be great to learn how I can best be a resource to Adkisson& Assoc. on projects with a CCTV element moving forward. My goal is to make the design/specification process as easy as possible, as Hikvision would love to be considered as an approved equal manufacturer / the basis of on various projects whenever possible!

Thank you for your time & assistance - I look forward to your feedback and the prospect of meeting you in person! Feel free to let me know any available dates you might have from **August 28th to September 8th**, and I will be happy to pencil in the date and send over a meeting invitation.

Have a great day!

Best Regards,

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Zach Geiser
Business Development Associate
A&E Program, Mid-Atlantic
NJ • PA • MD • DE • DC • VA • WV • TN • KY
☎ 609.235.2624
✉ zach.geiser@hikvision.com

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TN Supreme majority: Police can ignore 'no trespassing' signs

Published April 7, 2017 | By Tom Humphrey

News release from Administrative Office of the Courts

Nashville, Tenn. - A majority of the Supreme Court has ruled that, despite the existence of "no trespassing" signs near an unobstructed driveway, police officers' warrantless entry onto the defendant's property was constitutionally permissible.

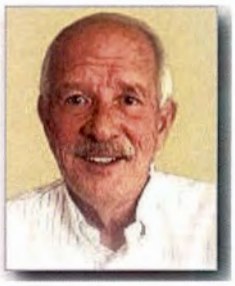
This matter arose when two investigators went to a different residence after receiving information regarding a pseudoephedrine purchase. One of the individuals at that residence informed the officers that he had given the pills to the defendant who lived next door and who was in the process of using them to produce methamphetamine. The officers then left that residence and drove down the defendant's unobstructed driveway and walked up to his front porch.

Upon smelling the odor of the manufacture of methamphetamine when the defendant opened his door, the officers requested consent to enter the residence. When the defendant denied consent, the officers forced entry and discovered an active methamphetamine lab, several inactive labs, various items commonly associated with methamphetamine manufacture, and several guns.

Prior to trial, the defendant filed a motion to suppress evidence obtained as a result of the warrantless entry onto his property, claiming that, because he had posted "No Trespassing" signs near his driveway, the officers' entry onto the property without a warrant violated both the United States and Tennessee Constitutions.

The trial court denied the defendant's motion to suppress. The defendant then proceeded to trial and was convicted by a jury of resisting arrest, promoting the manufacture of methamphetamine, initiating the manufacture of methamphetamine, and two counts of possession of a firearm during the commission of a dangerous felony.

The Supreme Court granted the defendant's application for permission to appeal from the Court of Criminal Appeal's decision affirming the trial



Tom Humphrey

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Former Knoxville News Sentinel capitol bureau chief Tom Humphrey writes about Tennessee politics, government, and legislative news.

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court judgments in order to consider the legality of the police officers' warrantless entry onto the defendant's property.

In the majority opinion authored by Chief Justice Jeffrey S. Bivins, the Court determined that the defendant "failed to demonstrate that he had a reasonable expectation that ordinary citizens would not occasionally enter his property by walking or driving up his driveway and approaching his front door to talk with him 'for all the many reasons that people knock on front doors.'" Therefore, the Court held, the police officers' warrantless entry did not violate the United States or Tennessee Constitutions.

Justice Sharon G. Lee dissented from the Court's decision. She concluded that **the police had no right** to ignore the multiple **"No Trespassing"** signs Mr. Christensen posted at the entrance to his driveway and enter the area around his home **without first getting a warrant.** As a result, the search of Mr. Christensen's home violated his rights under the United States and Tennessee Constitutions. Justice Lee wrote that **citizens should not have to barricade their homes with a fence and a closed gate, perhaps even a locked gate, to protect their constitutional rights.** In Justice Lee's view, **the ability to prevent the public, including the police, from entering one's home and the land around it should be available to all citizens.**

Note: The majority ruling is HERE. Justice Lee's dissenting opinion is HERE.

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TN Judicial.org/s/a/jr123.pdf 5-YEAR "DEFAULT" ORDER of PROTECTION TO EXCUSE MY SILENCE Case 1:23-cv-01097-PLM-RSK ECF No. 1-33, PageID.1895 Filed 10/13/23 Page 13 of 31 Page 62 of 80

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IN THE SUPREME COURT OF TENNESSEE
AT JACKSON
June 2, 2016 Session Heard at Nashville

STATE OF TENNESSEE v. JAMES ROBERT CHRISTENSEN, JR.

Appeal by Permission from the Court of Criminal Appeals
Circuit Court for Tipton County
No. 7799 Joseph H. Walker III, Judge

No. W2014-00931-SC-R11-CD – Filed April 7, 2017

SHARON G. LEE, J., dissenting.

The maxim, "every man's house is his castle," is deeply rooted in our jurisprudence. *Weeks v. United States*, 232 U.S. 383, 390 (1914). It applies whether the house is a castle or a cottage—a mansion or a mobile home.[1] The right to retreat into the privacy of one's home and be free from governmental intrusion is a basic tenet of the Fourth Amendment to the United States Constitution and Article I, section 7 of the Tennessee Constitution. Our homes and adjoining land are protected spaces; governmental officers must have a warrant, absent special circumstances, to intrude onto this private area.

Today, the Court holds that the posting of multiple "No Trespassing" signs is not enough to protect our constitutional rights against a warrantless search and that it may take "a fence and a closed gate that physically block access to the front door of a house" to revoke the implied license to enter the land around a residence.

I disagree that we must barricade our homes with a fence and a closed gate, and perhaps even a locked gate, to protect our constitutional rights against warrantless searches. This option is rarely convenient, affordable, practical, or even possible. Revocation of implied consent to enter one's property should be available to all—not just to those citizens who can afford to erect a fence and a gate and live in an area where this form of barricade is possible.

---

[1] "The poorest man may in his cottage bid defiance to all the forces of the Crown. It may be frail; its roof may shake; the wind may blow through it; the storm may enter; the rain may enter; but the King of England cannot enter—all his force dares not cross the threshold of the ruined tenement!" *Miller v. United States*, 357 U.S. 301, 307 (1958) (quoting remarks of William Pitt, Earl of Chatham, during 1763 debate in Parliament) (internal quotation marks omitted).

FRBP Violated: #3:19-bk-02693 TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: 48419B) JRF.123.1062.00

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A search occurs when the government obtains information through an actual physical intrusion into a constitutionally protected area[2] or by violating a person's reasonable expectation of privacy.[3] By ignoring the "No Trespassing" signs, the officers physically intruded into Mr. Christensen's constitutionally protected area and violated his reasonable expectation of privacy.

Physical Intrusion

A person's right to retreat into his home and be free from unreasonable government searches and seizures stands at the very core of the Fourth Amendment's protections.[4] "This right would be of little practical value if the State's agents could stand in a home's porch or side garden and trawl for evidence with impunity . . . ." *Jardines*, 133 S. Ct. at 1414. The protections of the Fourth Amendment extend to the curtilage of a home. *Id.* (quoting *Oliver v. United States*, 466 U.S. 170, 180 (1984)).

Visitors have an implied license to enter another person's property and step onto the front porch. The Supreme Court has held that "'the knocker on the front door is treated as an invitation or license to attempt an entry, justifying ingress to the home by solicitors, hawkers and peddlers of all kinds.'" *Id.* at 1415 (quoting *Breard v. Alexandria*, 341 U.S. 622, 626 (1951)).[5] This license also extends to law enforcement. *Id.* at 1416 ("[A] police officer not armed with a warrant may approach a home and knock, precisely because that is 'no more than any private citizen might do.'" (quoting *King*, 563 U.S. at 469)).

A citizen may revoke the public's implied license to enter his property. Police officers may lawfully "knock and talk" at a citizen's front door without having probable cause or reasonable suspicion, but *not* when the citizen has expressly revoked the implied

---

[2] *Florida v. Jardines*, 133 S. Ct. 1409, 1414 (2013) (quoting *United States v. Jones*, 565 U.S. 400, 406 n.3 (2012)).

[3] *Katz v. United States*, 389 U.S. 347, 360 (1967) (Harlan, J., concurring); *see also Jardines*, 133 S. Ct. at 1417.

[4] *Silverman v. United States*, 365 U.S. 505, 511 (1961); *see also Kentucky v. King*, 563 U.S. 452, 474 (2011) (Ginsburg, J., dissenting) ("In no quarter does the Fourth Amendment apply with greater force than in our homes . . . .").

[5] *See also State v. Cothran*, 115 S.W.3d 513, 522 (Tenn. Crim. App. 2003) ("A sidewalk or pathway leading from a public street to the front door of a residence represents an 'implied invitation' to the public to use the pathway in pursuing legitimate business or social interests with those inside the residence." (quoting *State v. Harris*, 919 S.W.2d 619, 623 (Tenn. Crim. App. 1995))).

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license to enter. *State v. Blackwell*, No. E2009-00043-CCA-R3-CD, 2010 WL 454864, at *7 (Tenn. Crim. App. Feb. 10, 2010).[6]

Mr. Christensen sufficiently revoked the public's implied license to enter his property by posting multiple "No Trespassing" and "Private Property" signs near the entrance to his driveway. A person need not have a law degree or an understanding of the various legal nuances of "trespass" discussed by the Court to know that these signs meant visitors were not welcome. Ms. Tammy Atkins, who visited homes in the area to share her faith, understood the meaning of the signs. She testified there were several "No Trespassing" signs near Mr. Christensen's driveway, and she did not go to houses that had "No Trespassing" signs.

Courts across the country have taken different approaches when determining whether an individual has revoked the public's implied license for entry onto his property. In Tennessee, the Court of Criminal Appeals has held that "No Trespassing" signs, even without physical barriers such as fences and gates, are sufficient to revoke the public's implied license to enter. *Blackwell*, 2010 WL 454864, at *7 (acknowledging that a "knock and talk" is generally a lawful technique absent express orders against trespass, but the presence of a "No Trespassing" sign evidences a subjective expectation of privacy and a revocation of the implied license to enter the property); S*tate v. Draper*, No. E2011-01047-CCA-R3-CD, 2012 WL 1895869, at *1, *6 (Tenn. Crim. App. May 24, 2012) (quoting *Blackwell*, 2010 WL 454864, at *7) (ruling a search was illegal where an officer bypassed the front door, entered the backyard, and knew that the owner had posted "No Trespassing" signs, which effectively revoked the implied invitation of the front door); *see also State v. Henry*, No. W2005-02890-CCA-R3-CD, 2007 WL 1094146, at *5 (Tenn. Crim. App. Apr. 11, 2007) (holding a "knock and talk" permissible but noting that if there had been evidence that "No Trespassing" signs were present at the time of the search, the "knock and talk" would have been unacceptable).

---

[6] *See also United States v. Taylor*, 458 F.3d 1201, 1204 (11th Cir. 2006) ("'Absent express orders from the person in possession,' an officer may 'walk up the steps and knock on the front door of any man's "castle," with the honest intent of asking questions of the occupant thereof.'" (quoting *Davis v. United States*, 327 F.2d 301, 303 (9th Cir. 1964))); *United States v. Cormier*, 220 F.3d 1103, 1109 (9th Cir. 2000) (quoting *Davis*, 327 F.2d at 303); *United States v. Taylor*, 90 F.3d 903, 909 (4th Cir. 1996) (quoting *United States v. Hersh*, 464 F.2d 228, 230 (9th Cir. 1972)); *United States v. Holmes*, 143 F. Supp. 3d 1252, 1259 (M.D. Fla. 2015) (holding that a person may revoke the implied license but must do so expressly (quoting *Taylor*, 458 F.3d at 1204)); *State v. Grice*, 767 S.E.2d 312, 319 (N.C. 2015) (finding that the implied license to approach the front doors of homes may be limited or rescinded by clear demonstrations by the homeowners (citing *Jardines*, 133 S. Ct. at 1415–16)), *cert. denied*, 135 S. Ct. 2846 (2015).

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These Tennessee cases are consistent with decisions from other jurisdictions that have also determined that "No Trespassing" signs, without physical barriers, are sufficient for a person to preserve his privacy and revoke the implied license to enter his property. *See Powell v. State*, 120 So. 3d 577, 584 (Fla. Dist. Ct. App. 2013), *on reh'g* (Aug. 1, 2013) (stating that homeowners who post "No Trespassing" or "No Soliciting" signs effectively negate the license to enter the property and conduct a "knock and talk"); *State v. Roubique*, 421 So. 2d 859, 861–62 (La. 1982) (finding a "Private Road, No Trespassing" sign at the entrance to the driveway was ample evidence of the resident's intent to preserve his privacy); *see also State v. Poulos*, 942 P.2d 901, 904 (Or. Ct. App. 1997) (indicating that "No Hunting or Trespassing Under Penalty of Law," "KEEP OUT," "Guard Dog on Duty," and "STOP" signs posted along the driveway were sufficient to communicate the property owner's intent to exclude the public even without a gate or barrier).[7]

In other jurisdictions, courts have held that the expectation of privacy and desire to restrict entry can be effectuated by either physical barriers *or* appropriate signage. *See People v. Scott*, 593 N.E.2d 1328, 1338 (N.Y. 1992) (holding that "where landowners fence or post 'No Trespassing' signs on their private property or, by some other means, indicate unmistakably that entry is not permitted, the expectation that their privacy rights will be respected and that they will be free from unwanted intrusions is reasonable"), *quoted in State v. Bullock*, 901 P.2d 61, 74 (Mont. 1995); *Dixson*, 766 P.2d at 1024 (stating that signs, such as "No Trespassing" signs, fences, or other similar measures indicate the property owner's intent to protect privacy and exclude the public); *Cooksey v. State*, 350 S.W.3d 177, 184 (Tex. Ct. App. 2011) (stating that a homeowner may manifest an expectation of privacy, restrict access to pathways leading to the house, and revoke the implied license by erecting a locked gate or by posting "No Trespassing" signs); *see also State v. Hubbel*, 951 P.2d 971, 977 (Mont. 1997) (holding that the property owner had no reasonable expectation of privacy in the property leading to the front door where the property owner did not erect a fence, place a gate, plant shrubs or

[7] Under this approach, signs may be sufficient to revoke the implied license, but they must be appropriately worded and placed. *See Holmes*, 143 F. Supp. 3d at 1262 (noting that other courts have required that the revocation of the implied license be accomplished by clear demonstrations that are unambiguous and obvious to the casual visitor); *State v. Kapelle*, 344 P.3d 901, 905 (Idaho Ct. App. 2014) (noting that where a "No Trespassing" sign is ambiguous and not clearly posted, the implied license is not revoked); *State v. Howard*, 315 P.3d 854, 860 (Idaho Ct. App. 2013) (finding that the implied license had not been revoked because the "No Trespassing" sign was very small and not easily noticed, was not posted over or next to the entrance to the curtilage, and was over a mile from the actual residence); *State v. Dixson*, 766 P.2d 1015, 1024 (Or. 1988) (en banc) (finding that "No Hunting" signs were insufficient to communicate to law enforcement an intent to exclude non-hunting access).

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bushes, or post "No Trespassing" or other signs), *as modified on denial of reh'g* (Feb. 3, 1998).

Another approach taken by courts in other jurisdictions is to determine whether the public's implied license to enter has been revoked by considering the totality of the circumstances, with a "No Trespassing" or similar signage a factor to be considered. *See Powell*, 120 So. 3d at 584 (finding that the existence and extent of a license to conduct a "knock and talk" depends on the circumstances); *Jones v. State*, 943 A.2d 1, 12 (Md. Ct. Spec. App. 2008) (finding that "No Trespassing" signs may be considered as part of the totality of the circumstances); *State v. Kuchera*, Nos. 27375-6-II, 27376-4-II, 2002 WL 31439839, at *5 (Wash. Ct. App. Nov. 1, 2002) (holding that the presence of "No Trespassing" signs "is not dispositive of the establishment of privacy, but is a factor to be considered 'in conjunction with other manifestations of privacy'" (quoting *State v. Johnson*, 879 P.2d 984, 992 (Wash. Ct. App. 1994))).

Under any of these approaches and particularly under existing Tennessee law, Mr. Christensen revoked the public's implied license to enter his property. Near the entrance to his driveway, he posted two signs that said "PRIVATE PROPERTY, NO TRESPASSING" and one sign that said "NO TRESPASSING, HUNTING OR FISHING, VIOLATORS PROSECUTED, UNDER PENALTY OF LAW" and listed his phone number. These signs were clearly visible to anyone approaching his driveway from the main road. Even in the absence of a fence or other physical barrier, the signs effectively communicated Mr. Christensen's intent to protect his privacy and exclude others from approaching his home. As the Idaho Supreme Court has said, "[C]itizens, especially those in rural areas, should not have to convert the areas around their homes into the modern equivalent of a medieval fortress in order to prevent uninvited entry by the public, including police officers." *State v. Christensen*, 953 P.2d 583, 587 (Idaho 1998).

The Court appears to adopt the totality of the circumstances approach but then determines that an objectively reasonable person faced with a "No Trespassing" sign would not conclude that entry is barred. I disagree. Common sense tells us that "No Trespassing" signs, depending on the circumstances, can communicate the property owner's desire not to have members of the public on his land.[8] Moreover, a "No

[8] *Cf. Madruga v. County of Riverside*, 431 F. Supp. 2d 1049, 1061 (C.D. Cal. 2005) (noting that even if signs do not contain the words "No Trespassing" or "Keep Away" "[c]ommon sense and common experiences teaches us that such 'WARNING Guard Dog' signs are placed to dissuade people, be they intruders, sales representatives, delivery agents, or even police officers, from approaching the home. . . . [A]nyone seeing such a sign would understand that the homeowner seeks to exclude them from entering the area beyond the sign.").

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Trespassing" sign should be of particular significance to law enforcement officers in communicating that they may need to obtain a warrant before entering the property.

"No Trespassing" signs factor into criminal trespass cases. In Tennessee, it is a crime to enter or remain on property without the owner's consent. Tenn. Code Ann. § 39-14-405(a). A defense to this crime is that the alleged trespasser reasonably believed that he had the owner's consent to enter the property. *Id.* § 39-14-405(b)(1). However, this defense is not available if the property owner has posted signs "visible at all major points of ingress to the property . . . and the signs are reasonably likely to come to the attention of a person entering the property." *Id.* § 39-14-405(c).

Mr. Christensen did not just post one "No Trespassing" sign—he posted multiple signs near the entrance to his property that were clear, unambiguous, and obvious to anyone approaching his driveway. These signs adequately communicated Mr. Christensen's intent to revoke the implied license to enter his property. Under the facts of this case, law enforcement officers should have heeded the signs and taken the appropriate steps to obtain a search warrant.

Expectation of Privacy

Without a physical intrusion, a search can occur when the government violates a subjective expectation of privacy that society is prepared to recognize as reasonable. *Katz*, 389 U.S. at 361 (Harlan, J., concurring).[9] To determine whether a search has occurred under the *Katz* analysis, courts consider whether the individual had an actual, subjective expectation of privacy and whether society will view the individual's subjective expectation of privacy as reasonable and justifiable under the circumstances. *State v. Talley*, 307 S.W.3d 723, 730 (Tenn. 2010) (quoting *State v. Munn*, 56 S.W.3d 486, 494 (Tenn. 2001)).

In deciding whether Mr. Christensen had an actual, subjective expectation of privacy, we apply a multi-factor test that inquires into whether the defendant owns the property seized; has a possessory interest in the thing seized and the place searched; has the right to exclude others from that place; has shown a subjective expectation that the

[9] *See also Jardines*, 133 S. Ct. at 1417 ("The *Katz* reasonable-expectations test 'has been *added to*, not *substituted for*,' the traditional property-based understanding of the Fourth Amendment, and so is unnecessary to consider when the government gains evidence by physically intruding on constitutionally protected areas."); *Jones*, 565 U.S. at 407 ("*Katz* did not erode the principle 'that, when the Government *does* engage in physical intrusion of a constitutionally protected area in order to obtain information, that intrusion may constitute a violation of the Fourth Amendment.'" (quoting *United States v. Knotts*, 460 U.S. 276, 286 (1983) (Brennan, J., concurring))).

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place would remain free from governmental invasion; took normal precautions to maintain his privacy; and was legitimately on the premises. *State v. Ross*, 49 S.W.3d 833, 841 (Tenn. 2001) (quoting *United States v. Haydel*, 649 F.2d 1152, 1154–55 (5th Cir. 1981)); *see also Talley*, 307 S.W.3d at 730–31.

Under this test, Mr. Christensen had an actual, subjective expectation of privacy in his property. He owned the property, had a possessory interest in the place searched, had the right to exclude others from the property, showed a legitimate interest in keeping others off his property, took precautions to maintain his privacy by posting multiple "No Trespassing" signs, and was legitimately on the premises.

To determine whether society views Mr. Christensen's subjective expectation of privacy as reasonable and justifiable, we consider factors such as the "intention of the Framers of the Fourth Amendment, the uses to which the individual has put a location, and our societal understanding that certain areas deserve the most scrupulous protection from government invasion." *Oliver*, 466 U.S. at 177–78 (citations omitted).

Privacy expectations are heightened in the home and the adjacent area. *See Dow Chem. Co. v. United States*, 476 U.S. 227, 237 n.4 (1986). The Court in *Katz* held that "[w]hat a person knowingly exposes to the public, even in his own home or office, is not a subject of Fourth Amendment protection. But *what he seeks to preserve as private*, even in an area accessible to the public, *may be constitutionally protected*." *Katz*, 389 U.S. at 351 (emphases added) (citations omitted).

Mr. Christensen did not expose his home and the adjoining property to the public; instead, he tried to protect his property by posting multiple signs clearly communicating that visitors were not welcome. If multiple "No Trespassing" signs are not sufficient to convey a property owner's intent to exclude the public from his property, then the constitutional protections against unreasonable searches may be beyond the grasp of ordinary citizens for whom the posting of "No Trespassing" signs is the only feasible option.

Mr. Christensen's expectation of privacy by the posting of multiple "No Trespassing" signs was reasonable and justifiable under the circumstances. Police officers violated Mr. Christensen's reasonable expectation of privacy when they entered his land without a warrant despite the "No Trespassing" signs.

Conclusion

For the reasons stated, law enforcement officers conducted an illegal search of Mr. Christensen's property, and the evidence obtained from the search should be suppressed.

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The Court's decision that multiple "No Trespassing" signs are not sufficient to revoke the implied license for entry denies ordinary citizens the protections of the United States and the Tennessee Constitutions against warrantless searches. The result is that only citizens wealthy enough and situated in an area where they can "convert the areas around their homes into the modern equivalent of a medieval fortress," *Christensen*, 953 P.2d at 587, may protect themselves from governmental intrusion and invasion of privacy.

SHARON G. LEE, JUSTICE

ATTACHMENT 4 - FORM MOTION FOR EXTENSION

IN THE COURT OF APPEALS COURT FOR THE STATE OF TENNESSEE
[Insert which appellate court]

MIDDLE DIVISION SECTION AT NASHVILLE
[Insert which Grand Division] [Insert which city]

JEFFREY RYAN FENTON,
[Insert Name of Party]
Plaintiff/Appellant,
[Insert Appellant or Appellee]
Appeal No. M2019-02059-COA-R3-CV
[Insert Appeal No.]

v.

FAWN TIFFANY FENTON,
[Insert Name of Party]
Defendant/Appellee,
[Insert Appellant or Appellee]

FILED
SEP 11 2020
Clerk of the Appellate Courts
Rec'd By

Motion for Extension of Time for Filing Brief

Appellant requests 122 days extension of time within which to file a
[Insert Appellant/Appellee]
brief from the original due date of 7/15/2020, in this case.

This is Movant's: ___ 1st : _X_ 2nd : ___ (Other) request for extension in this case.

Opposing Counsel: [check one]
___ **Does Not** object to this motion.
___ **Objects**
___ **Called, unable to reach and left message**

Reason (Good Cause) for Extension:
I have and continue to exert my honestly most vigorous efforts to be heard by this Court, despite the enormous challenges which it presents me. As with most things in my life, due to my disabilities, I have significantly underestimated the amount of TIME and work which each communication with the Court has and will likely take me.

For the past month, I have steadfastly worked upon writing only FOUR MOTIONS (alternately), ONE Motion to Supplement the Record, and ONE Motion to Correct the Record. Repeatedly, day after day, with each document becoming 20 - 40 pages long every time, while yet remaining unfinished! My goal is to explain briefly (1) why the content wasn't originally included or needs to be corrected, in the Record (2) explain the relevance and importance of the content, (3) and why

the content is "necessary to convey a fair, accurate and complete account of what transpired in the trial court with respect to those issues that are the bases of (my) appeal." In accordance with T.R.A.P. RULE 24(g).

I try DAY AFTER DAY, to start with a blank document, to keep this down to a few pages, but I just cannot do it. I have so much pent-up emotion about how unfairly I believe that I was treated. No matter how many times I re-write this, without professional legal help, I simply have no idea how much "justification" is required, to substantiate my requests. Meanwhile, I'm seriously behind schedule, feeling the urgency and pressure of the upcoming deadlines.

I've been working on this for over 30 hours straight right now, in hopes of getting something of meaning into the court before the weekend, where if I can't confirm an extension first, I'll need to stay awake for most of the weekend, drafting the brief however I can figure to cite it, adding in the necessary content to have any chance at a fair trial, as almost all of Ms. Story's NARRATIVE was falsely presented from the start, I believe to assassinate my character in the eyes of the court, before I ever even entered a court room.

If your Honor would PLEASE simply LISTEN to the attached AUDIO from my 8/29/2019 court hearing (M2019-02059 Transcript of Evidence-2b (audio).mp3) with Chancellor Michael W. Binkley and Ms. Virginia Lee Story, while "FACT CHECKING" what they BOTH SAID, with the "2019-08-29 FACT CHECKING PROOF OF FALSE TESTIMONY IN WILLIAMSON CHANCERY TO HUSBANDS TREMENDOUSLY UNFAIR LOSS (compare with audio).pdf" attached, I'm hopeful that it will be clear that I did NOT receive a FAIR and UNBIASED TRIAL!

If you can derive that, then PLEASE provide me with an extension ALONG with COUNSEL so that I will have SOME OPPORTUNITY to obtain some realistic CURE from the parties involved. My ex-wife is destroyed right now, financially, emotionally, bankrupt, unemployed, depressed, hopeless, I fear for her safety from herself, having been suicidal after her previous divorce. I wish NOT to harm her in any way! I further wish to PROTECT her from Ms. Story throwing my ex-wife "under the bus", when the TRUTH comes out about Ms. Story's FALSE testimony in my case.

I try every day, but it is one thing to need to refute a few false claims, while I am up against an entire SYSTEM maliciously twisted by Virginia Lee Story to cause me as MUCH HARM AS IS IMAGINABLY POSSIBLE!

I can keep writing franticly every day... trying to send in more EVIDENCE... I literally have probably a THOUSAND pages... recorded phone calls, all SORTS.. but I am so OVERWHELMED! I can't realistically REACH A CURE without SOME LEGAL HELP, which I believe that the extreme nature of the situation, and the tremendous loss which I suffered, I don't see ANY way for me to prevail against the "bad actors" in my forced sale/default op/default divorce, without some substantial legal HELP!

Even if I do all the FOOT WORK, and I just am awarded TIME and SOMEONE whom I can consistently counsel with over the phone, who can tell me HOW to seek awards against all the parties involved. That would be tremendously helpful!

PLEASE ADD the attached TRANSCRIPTS, both audio and print, from the 2019-08-29 Hearing, as "TRANSCRIPTS OF EVIDENCE" for my Record!

Please also add to my Record the "2019-08-29 FACT CHECKING PROOF OF FALSE TESTIMONY IN WILLIAMSON CHANCERY TO HUSBANDS TREMENDOUSLY UNFAIR

LOSS (compare with audio).pdf", as I believe that is a quick and easy "FACT CHECKER", without which, it sounds like the NARRATIVE in court might actually be ACCURATE, however I don't believe that it is!

Please also add to my Record the "FAWNS NOT A VICTIM.pdf" It merely helps CLEARLY EXPOSE the fact that my OP was never NEEDED to protect my ex-wife! Ms. Fenton is a FIREARMS EXPERT, all the GUNS in the photos are HERS, the 5,000 rounds of ammo are all HERS, the 2 assault rifles are HERS, the photos in the Nevada Desert shooting are of HER! This OP was merely a tactic to TRAP ME while they pounced on me! Even if that hasn't been proven to your satisfaction, please attach this to my Record, that I may better argue this later in my brief.

I don't understand how to fill in the number of days which I'm requesting an additional extension for, since it refers back to the original date. My intent herein, is to REQUEST 60-DAYS MORE PLEASE!

Please don't add my two "UNFINISHED DRAFTS" yet, I plan to finish those first. I just wanted to exhibit that I am TRYING, and they are both factual to my knowledge, just not finished and "polished" yet.

Thank you for any HELP which you can provide!

Jeffrey Ryan Fenton

Declaration

I, JEFFREY RYAN FENTON, declare under penalty of perjury that the foregoing is true
[Insert Appellant/Appellee or counsel]
and correct to the best of my knowledge.



[Signature of Appellant/Appellee or counsel]

JEFFREY RYAN FENTON (pro se)
[Print Name of Appellant/Appellee or counsel]

FILED
09/15/2020
Clerk of the
Appellate Courts

IN THE COURT OF APPEALS OF TENNESSEE
AT NASHVILLE

FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON

Chancery Court for Williamson County
No. 48419B

No. M2019-02059-COA-R3-CV

ORDER

The appellant has moved for an additional sixty day extension of time within which to file his brief. We find good cause to grant the appellant an additional thirty days.

The appellant also requests appointment of counsel. With the exception of a few specific types of proceedings, primarily those involving the termination of parental rights, there is no absolute right to counsel in a civil case. *Bell v. Todd* 206 S.W.3d 86, 92 (Tenn. Ct. App. 2005); *Memphis Bd. of Realtors v. Cohen*, 786 S.W.2d 951, 953 (Tenn. Ct. App. 1989). Unlike indigent defendants in criminal cases, indigent civil litigants have neither the constitutional nor the statutory right to appointed counsel. *Hessmer v. Miranda*, 138 S.W.3d 241, 245 (Tenn. Ct. App. 2003). Thus, we deny the request for appointment of counsel.

It is, therefore, ordered that the time for filing the appellant's brief is extended through October 15, 2020. No further extensions will be granted absent a showing of exigent circumstances. The request for appointment of counsel is denied.

PER CURIAM

No one shall be subjected to torture or to cruel, inhuman or degrading treatment or punishment.

UNIVERSAL DECLARATION OF HUMAN RIGHTS (1948, art. 5)
INTERNATIONAL COVENANT ON CIVIL AND POLITICAL RIGHTS (1976, art. 7)

[T]he term "torture" means any act by which severe pain or suffering, whether physical or mental, is intentionally inflicted on a person for such purposes as obtaining from him or a third person information or a confession, punishing him for an act he or a third person has committed or is suspected of having committed, or intimidating or coercing him or a third person, or for any reason based on discrimination of any kind, when such pain or suffering is inflicted by or at the instigation of or with the consent or acquiescence of a public official or other person acting in an official capacity. It does not include pain or suffering arising only from, inherent in or incidental to lawful sanctions.

CONVENTION AGAINST TORTURE AND OTHER CRUEL, INHUMAN OR DEGRADING TREATMENT OR PUNISHMENT (1984, art. 1, para.1)

change.org

Petition details Comments Updates

Petition Closed



STOP false allegations to get Order of Protections in Tennessee & hold false accusers accountable!

This petition had 1,837 supporters

B K started this petition to Senator Bob Corker and 5 others

I hope of bringing to your attention a dire misjustice that is occurring in our state as well as many others across the US. Laws enacted to protect the victims of the vile crime of domestic violence are being misused by both citizens as well as law enforcement, and in this process innocent men & women's lives are being destroyed. In Tennessee, the burden of proof is being thrown out and the simple word of the accuser is being taken without question, **without the accused even being allowed to speak**. True victims of domestic violence find this to be deplorable. Not only can a woman or man falsely accuse a person of domestic violence without fear of consequence, but the accused person has no voice against the accuser. The accuser can be a mentally disturbed individual using such laws to enact her/his revenge against a man or woman who simply does not want to be in a relationship anymore, and the *accuser's word is automatically taken, even when no evidence is in place*. The man or woman in such cases is automatically arrested, forced to leave their own home, injunctions are automatically set in place, and even if he

or she is able to prove their innocence in court they have lost months of their life due to the fact that the accuser cried wolf. Worse yet are the cases of these innocent people who are poor and have no means to hire private attorneys. Their public defenders assume they are guilty and therefore do only the bare necessities to be their legal voice.We are *not in any way asking for a revocation of the laws that protect true victims of domestic violence.* Our wish is that these laws be revisited and indications made to to allow for criminal and civil prosecution when someone, whether male or female, has misused these laws in a vindictive and cunning way. We also would ask that law enforcement officers, public attorneys, and judges be forced to recognize the precept that the accused is innocent until proven guilty.

IT'S TIME FOR THIS TO STOP AND MAKE THE FALSE ACCUSERS PAY FOR THEIR ACTIONS!

Reasons for signing

Renee Roekl · 7 years ago

I'm appalled at how easy they make these things to get. False accusers need to punished severely.

241 · Report

Anonymous Friend · 7 years ago

I've known Betty, the woman who started this petition, for at least 18 years. We use to work together and even though we don't talk as often as we should we've remained friends through the years. I want everyone to know she has always been a sweet and very kind person. She especially has a soft spot for animals. In all the years I've known her she's been a business owner and hard worker. When she owned The Dam Store and the little market on the Parkway she was always helping people out in the community, including my family. I feel blessed to know Betty, as do many others I've talked to. I also remember her telling me years ago, how she would love to leave Ned and live by herself with her birds. I also know Ned. I work for Sevier County and she told me what was going on the day before all this nonsense happened. When she told me about what was going on I was blown away. Goes to show, no matter how long your married or live with someone, you don't ever really know them. Mr. Crowder and others at the jail knew this

was nonsense but said Ned was very convincing when he swore his statement to the judge and that's why this temporary order was granted. She was at the jail the day before to tell them Ned was getting ready to file an order of protection or restraining order on her. She was asked if she wanted to see the judge and swear out an order against Ned. Against her better judgement she didn't file one first. She told me at the time she felt she had no reason to and didn't want to "just file a report" for nothing.
I agree whole heartedly that men and women filing false statements to get these order of protections need to be prosecuted. I'm all for making the first example out of Ned Lines. He weighs 200+ pounds Betty is a petite 110 pounds, I ask you who's going to cause who "bodily harm".

♡ 199 · Report

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Decision makers

- **Bob Corker** — Senator
- **Dale Carr** — State Representative
- **Bill Lee** — Governor
- **Doug Overbey** — State Senator
- **James Dunn** — District Attorney General
- **Robert E. Cooper Jr** — Attorney General

Tenn. Code § 39-16-403

Section 39-16-403 - Official oppression

(a) A public servant acting under color of office or employment commits an offense who:

(1) Intentionally subjects another to mistreatment or to arrest, detention, stop, frisk, halt, search, seizure, dispossession, assessment or lien when the public servant knows the conduct is unlawful; or

(2) Intentionally denies or impedes another in the exercise or enjoyment of any right, privilege, power or immunity, when the public servant knows the conduct is unlawful.

(b) For purposes of this section, a public servant acts under color of office or employment if the public servant acts, or purports to act, in an official capacity or takes advantage of the actual or purported capacity.

(c) An offense under this section is a Class E felony.

(d) Charges for official oppression may be brought only by indictment, presentment or criminal information; provided, that nothing in this section shall deny a person from pursuing other criminal charges by affidavit of complaint.

T.C.A. § 39-16-403

Acts 1989, ch. 591, § 1; 1990, ch. 980, § 11.

casetext

18 U.S.C. § 1951

Section 1951 - Interference with commerce by threats or violence

(a) Whoever in any way or degree obstructs, delays, or affects commerce or the movement of any article or commodity in commerce, by robbery or extortion or attempts or conspires so to do, or commits or threatens physical violence to any person or property in furtherance of a plan or purpose to do anything in violation of this section shall be fined under this title or imprisoned not more than twenty years, or both.

(b) As used in this section-

(1) The term "robbery" means the unlawful taking or obtaining of personal property from the person or in the presence of another, against his will, by means of actual or threatened force, or violence, or fear of injury, immediate or future, to his person or property, or property in his custody or possession, or the person or property of a relative or member of his family or of anyone in his company at the time of the taking or obtaining.

(2) The term "extortion" means the obtaining of property from another, with his consent, induced by wrongful use of actual or threatened force, violence, or fear, or under color of official right.

(3) The term "commerce" means commerce within the District of Columbia, or any Territory or Possession of the United States; all commerce between any point in a State, Territory, Possession, or the District of Columbia and any point outside thereof; all commerce between points within the same State through any place outside such State; and all other commerce over which the United States has jurisdiction.

(c) This section shall not be construed to repeal, modify or affect section 17 of Title 15, sections 52, 101-115, 151-166 of Title 29 or sections 151-188 of Title 45.

18 U.S.C. § 1951

June 25, 1948, ch. 645, 62 Stat. 793; Pub. L. 103-322, title XXXIII, §330016(1)(L), Sept. 13, 1994, 108 Stat. 2147.

HISTORICAL AND REVISION NOTES*Based on title 18, U.S.C., 1940 ed., §§420a-420e-1 (June 18, 1934, ch. 569, §§1-6, 48 Stat. 979, 980; July 3, 1946, ch. 537, 60 Stat. 420).Section consolidates sections 420a to 420e-1 of Title 18, U.S.C., 1940 ed., with changes in phraseology and arrangement necessary to effect consolidation.Provisions designating offense as felony were omitted as unnecessary in view of definitive section 1 of this title. (See reviser's note under section 550 of this title.) Subsection (c) of the revised section is derived from title II of the 1946 amendment. It substitutes references to specific sections of the United States Code, 1940 ed., in place of references to numerous acts of Congress, in conformity to the style of the revision bill. Subsection (c) as rephrased will preclude any construction of implied repeal of the specified acts of Congress codified in the sections enumerated.The words "attempts or conspires so to do" were substituted for sections 3 and 4 of the 1946 act, omitting as unnecessary the words "participates in an attempt" and the words "or acts in concert with another or with others", in view of section 2 of this title which makes any person who participates in an unlawful*

AMENDMENTS

2008—Subsecs. (e) to (h). Pub. L. 110–325 added subsecs. (e) to (h).

EFFECTIVE DATE OF 2008 AMENDMENT

Amendment by Pub. L. 110–325 effective Jan. 1, 2009, see section 8 of Pub. L. 110–325, set out as a note under section 705 of Title 29, Labor.

§ 12202. State immunity

A State shall not be immune under the eleventh amendment to the Constitution of the United States from an action in[1] Federal or State court of competent jurisdiction for a violation of this chapter. In any action against a State for a violation of the requirements of this chapter, remedies (including remedies both at law and in equity) are available for such a violation to the same extent as such remedies are available for such a violation in an action against any public or private entity other than a State.

(Pub. L. 101–336, title V, § 502, July 26, 1990, 104 Stat. 370.)

REFERENCES IN TEXT

This chapter, referred to in text, was in the original "this Act", meaning Pub. L. 101–336, July 26, 1990, 104 Stat. 327, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note set out under section 12101 of this title and Tables.

§ 12203. Prohibition against retaliation and coercion

(a) Retaliation

No person shall discriminate against any individual because such individual has opposed any act or practice made unlawful by this chapter or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this chapter.

(b) Interference, coercion, or intimidation

It shall be unlawful to coerce, intimidate, threaten, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by this chapter.

(c) Remedies and procedures

The remedies and procedures available under sections 12117, 12133, and 12188 of this title shall be available to aggrieved persons for violations of subsections (a) and (b), with respect to subchapter I, subchapter II and subchapter III, respectively.

(Pub. L. 101–336, title V, § 503, July 26, 1990, 104 Stat. 370.)

REFERENCES IN TEXT

This chapter, referred to in subsecs. (a) and (b), was in the original "this Act", meaning Pub. L. 101–336, July 26, 1990, 104 Stat. 327, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note set out under section 12101 of this title and Tables.

[1] So in original. Probably should be "in a".

CONSTITUTIONALITY

For constitutionality of section 503 of Pub. L. 101–336, see Congressional Research Service, The Constitution of the United States of America: Analysis and Interpretation, Appendix 1, Acts of Congress Held Unconstitutional in Whole or in Part by the Supreme Court of the United States.

§ 12204. Regulations by Architectural and Transportation Barriers Compliance Board

(a) Issuance of guidelines

Not later than 9 months after July 26, 1990, the Architectural and Transportation Barriers Compliance Board shall issue minimum guidelines that shall supplement the existing Minimum Guidelines and Requirements for Accessible Design for purposes of subchapters II and III of this chapter.

(b) Contents of guidelines

The supplemental guidelines issued under subsection (a) shall establish additional requirements, consistent with this chapter, to ensure that buildings, facilities, rail passenger cars, and vehicles are accessible, in terms of architecture and design, transportation, and communication, to individuals with disabilities.

(c) Qualified historic properties

(1) In general

The supplemental guidelines issued under subsection (a) shall include procedures and requirements for alterations that will threaten or destroy the historic significance of qualified historic buildings and facilities as defined in 4.1.7(1)(a) of the Uniform Federal Accessibility Standards.

(2) Sites eligible for listing in National Register

With respect to alterations of buildings or facilities that are eligible for listing in the National Register of Historic Places under division A of subtitle III of title 54, the guidelines described in paragraph (1) shall, at a minimum, maintain the procedures and requirements established in 4.1.7(1) and (2) of the Uniform Federal Accessibility Standards.

(3) Other sites

With respect to alterations of buildings or facilities designated as historic under State or local law, the guidelines described in paragraph (1) shall establish procedures equivalent to those established by 4.1.7(1)(b) and (c) of the Uniform Federal Accessibility Standards, and shall require, at a minimum, compliance with the requirements established in 4.1.7(2) of such standards.

(Pub. L. 101–336, title V, § 504, July 26, 1990, 104 Stat. 370; Pub. L. 113–287, § 5(k)(5), Dec. 19, 2014, 128 Stat. 3270.)

REFERENCES IN TEXT

This chapter, referred to in subsecs. (a) and (b), was in the original "this Act", meaning Pub. L. 101–336, July 26, 1990, 104 Stat. 327, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note set out under section 12101 of this title and Tables.

AMENDMENTS

2014—Subsec. (c)(2). Pub. L. 113–287 substituted "division A of subtitle III of title 54" for "the National Historic Preservation Act (16 U.S.C. 470 et seq.)".

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

APPENDIX-16

CONSPIRACY AGAINST RIGHTS UNDER COLOR OF LAW

U.S. BANKRUPTCY COURT, THE MIDDLE DISTRICT OF TENN

WILLIAMSON COUNTY CHANCERY COURT AT FRANKLIN, TENN

BK: #3:19-BK-02693 | TN: #M2019-02059-COA-R3-CV | WILCO: #48419B

COUNSEL'S FINANCIAL & LEGAL LIABILITY FOR BANKRUPTCY CRIMES & EXCESSIVE COSTS (APPLICABLE) 1

Story & Ausbrooks: Counsel's Liability for Excessive Costs (APPLICABLE) 1

Signature of an Attorney on Bankruptcy Petition, Pleading, or Written Motion shall Constitute a Certification (APPLICABLE) 2

Bankruptcy Attorney's Liability for Signing of Papers; Representations to the Court; Sanctions; Verification and Copies of Papers (APPLICABLE) 3

FEDERAL RULES OF BANKRUPTCY PROCEDURE (VIOLATIONS) 6

FRBP Rule 7001: Scope of Rules of Part VII—ADVERSARY PROCEEDINGS: Required by Four Seperate Factors in my Ex-wife's Undisclosed Bankruptcy (VIOLATED) 6

FRBP Rule 9011: Bankruptcy Attorney's Liability for Signing of Papers; Representations to the Court; Sanctions; Verification and Copies of Papers (VIOLATED) 8

TITLE-11: BANKRUPTCY LAWS (VIOLATIONS) 11

11 USC § 363(h)(3): CAN ONLY SELL IF the Benefit to the Estate of a Sale of such Property Free of the Interests of Co-owners Outweighs the Detriment to such Co-owners (VIOLATED) 11

11 USC § 363(b)(1): Tenants with Lawful Leasehold Interests and I were Due Notices & Hearings in FED BK Court or FED District Court, Shortly after Ex-wife Filed BK (VIOLATED) 13

11 USC § 363(e): Adequate Protection was Intentionally Circumvented by Refusing my Tenants and I Notice & Hearing in FED BK or District Court = FRBP 7001 (VIOLATED) 11

11 USC § 363(h)(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. (Husband had NO Knowledge or Means of Knowing that ANY Mortgage Payments were Missed, since Ex-wife Promised to Pay & Controlled Access.) Husband lost over a Million-Dollar, post-tax, lifetime Property Interest, while being rendered Homeless, Broke & Destitute in TN. (I told Attorney Story that I could Borrow Money to bring the Mortgages Current, but she Insisted that it was "Already Too Far Along in the BK Process") On my first day in Court, on 8/1/2019, Before Discovery Began (VIOLATED) 11

11 USC § 363(h): Permits Sale of a Co-owner's Interest in Property IF the Benefit to the Estate Outweighs any Detriment to the Co-owners. (Benefit to the Estate is Determined by the Amount of UNSECURED Debts which can be Payed by the Sale, above and beyond the Mortgages Secured by the Property. This Sale ONLY paid the Mortgages. It was of NO such Benefit and FAILED to Meet the Criteria to Force the Sale.) "Burdonsome Asset" (VIOLATED) 14

11 USC § 541: Property of Estate— Commencement of a Bankruptcy Case Creates an Estate 16

11 USC § 541(d): Property in which the Debtor Holds, as of the Commencement of the Case (VIOLATED) 18

11 USC § 541: The House amendment provides that property of the estate will include whatever interest the debtor held in the property at the commencement of the case (VIOLATED) 19

11 USC § 541: Only the Debtor's Interest in such Property becomes Property of the Estate (VIOLATED) 19

11 USC § 541: Both possessory interests and lease-hold interests are VALID interests which must be given consideration (VIOLATED) 20

11 USC § 541: It is not intended to expand the debtor's rights against others more than they exist at the commencement of the case (VIOLATED) 20

11 USC § 542: Turnover of Property—Husband was the "Debtor in Possession" with two Tenant's who had Federally Protected Leasehold Interests. Husband had more premarital retirement funds invested into the purchase of the Marital Residence than Ex-wife (VIOLATED) 21

11 USC § 707(4)(C): Signature of an Attorney on a Petition, Pleading, or Written Motion shall Constitute a Certification (APPLICABLE) 22

11 USC § 1203: Rights and Powers of Debtor—I was the Debtor in Possession, Fraudulently Denied Notice, Hearing in FED Court, and an Adversarial Proceeding (VIOLATED) 23

11 USC § 1204(a): Removal of Debtor as Debtor in Possession—On request of a party in interest (had I not been denied lawful notice per FRBP-7001, I would have made such a request), the Court SHALL Order that the Debtor shall NOT be a "Debtor in Possession" for Cause, including Fraud, Dishonesty, Incompetence, or Gross Mismanagement of the Affairs (I was and remained the "Debtor in Possession" until Wrongfully Evicted on 9/3/2019, with only Five-Days Notice, by 4-Sheriff's Deputies, based upon Significant Attorney and Judicial Misconduct and Fraud Upon the Court by Officers of the Court during my Pro Se 8/29/2019 "hearing" in Chancery, without Reason Provided by Judge Michael W. Binkley. Transcripts of Evidence were hidden by Court in Volum 23

11 USC § 1205: Adequate Protection—This ENTIRE Section Applies and was KNOWINGLY (VIOLATED) by the Egregious Conspiracy Against MY Rights, Under Color of Law, with the Knowing Disregard for Bankruptcy Rules & Laws 23

11 USC § 1206: Sales Free of Interests—After Notice and a Hearing, in Addition to the Authorization contained in Section 363(f) = 363(h)3 MEANS TEST (FAILED) 24

11 USC § 1207: Property of the Estate 24

11 USC § 1208: Conversion or Dismissal—Any waiver of the right to dismiss under this subsection is unenforceable. (c) On request of a party in interest, and after notice and a hearing, the court may dismiss a case under this chapter for cause, including — (1) unreasonable delay, or gross mismanagement, by the debtor that is prejudicial to creditors; 24

TITLE-18: FEDERAL CRIMES IN THIS CASE (VIOLATIONS) 25

BANKRUPCY CRIMES (VIOLATED) 25

18 USC § 152: Concealment of Assets; False Oaths, Claims; Bribery 25

18 USC § 153: Embezzlement Against Estate 26

18 USC § 154: Adverse Interest and Conduct of Officers 26

18 USC § 156: Knowing Disregard of Bankruptcy Law or Rule 27

18 USC § 157: Bankruptcy Fraud 27

18 USC § 158: Designation of United States Attorneys and Agents of the F.B.I. 28

18 USC § 373 Solicitation to Commit a Crime of Violence (VIOLATED) 29

18 USC § 401: Power of a Court of the United States to have the Power to Punish by Fine or Imprisonment, or Both, at its Discretion, such Contempt of its Authority 29

18 USC § 402: Contempts Constituting Crimes: Any Person Willfully Disobeying any Lawful Writ, Process, Order, Rule, Decree, or Command of any District Court of the United States 29

18 USC § 241: Conspiracy Against Rights 30

18 USC § 242: Deprivation of Rights Under Color of Law 30

18 USC § 1951(b)(1), (2): Hobb's Act "ROBBERY" & "EXTORTION"—The term "Extortion" means the obtaining of property from another, with his consent, induced by wrongful use of actual or threatened force, violence, or fear, or under color of official right (VIOLATED) 31

18 USC § 1951(a): Hobb's Act Interference with Commerce by Threats or Violence (VIOLATED) 31

Universal Declaration of Human Rights (TORTURE): To take everything that a man has, his only income, shelter, property, pre-marital retirement (by an entirely secret, fraudulent conspiracy between powerful Courts, without a single GOOD-FAITH motive or action), in

violation of every RULE OF LAW, then to further deprive me of my LIBERTY interest by DEFAULT, without the slightest HINT of DUE PROCESS, after geographically displaced me by 600 miles, is such an egregious overstep of any lawful authority or jurisdiction, I have literally experienced LITIGIOUS TERRORISM for OVER THREE-YEARS OF OUTRAGEOUS PAIN AND SUFFERING, beyond the scope of "TORTURE" as recognized by the Universal Declaration of Human Rights! (Of which you are hereby notified that you are a party to, having REFUSED me ANY ASSISTANCE!) 32

TITLE-28: JUDICIAL & JURISDICTIONAL (VIOLATIONS) 33

FEDERAL JURISDICTION: Absent Abstention by the Bankruptcy Court of its Exclusive Jurisdiction over the Debtor's Property, the State Court may not Exercise Jurisdiction over Property of the Debtor or Property of the Bankruptcy Estate. 33

28 USC § 1334: Bankruptcy Cases and Proceedings—DISTRICT COURTS have Original & Exclusive JURISDICTION (VIOLATED) 34

28 USC § 1335: Interpleader—The DISTRICT COURTS shall have Original Jurisdiction of any Civil Action of Interpleader or in the Nature of Interpleader Filed (VIOLATED) 35

28 USC § 1927: Counsel's Liability for Excessive Costs—Bankruptcy Attorney Mary Beth Ausbrooks Liable & Divorce Attorney Virginia Lee Story Liable (amongst others) 36

TITLE-42: PUBLIC HEALTH AND WELFARE (VIOLATIONS) 37

AMERICANS WITH DISABILITIES ACT: VIOLATIONS 37

42 USC § 12202: State Immunity—Egregious ADA Violations of Disadvantaged and Vulnerable People (APPLICABLE) 37

42 USC § 12203(a): Prohibition Against Retaliation and Coercion (VIOLATED) 37

42 USC § 12203(b): Interference, Coercion, or Intimidation—Threats of Incarceration to Coerce my Signature on the "Listing Agreement" in Court on 8/29/2019. The Fraudulent 6-YEAR "ORDER OF PROTECTION" to EXTORT MY SILENCE (under color of official right, or law), while it was ENTIRELY FRAUDULENT, by DEFAULT JUDGMENTS after I was lawlessly RENDERED HOMELESS and DISLOCATED to the State of Michigan to SURVIVE, giving the State of Tennessee NO LAWFUL AUTHORY or JURISDICTION to FURTHER HARM ME! (My Ex-wife's FALSE Statement about me is NOT EVEN SIGNED, which by the FEDERAL RULES OF EVIDENCE means that it is TRASH!) 37

42 USC § 12203: Attorney Virginia Lee Story outrageously harrassed and even had the AUCTIONEER Tommy Anderson spy on my elderly mother and I while, followed later by his THREATS ahd harrassment, followed by him coming to my home and pounding on the back door, about scaring my mother to death! To threaten we hurry up and move out, or else something not to my liking was going to happen! (We tried to hurry to comply with her demands, to pack my personal property once permitted

to come do so, while she had a hearing pending the next day to DISCARD it by using a FEDERAL BK Court Order to Supersede TN STATE LAW's "Personal Property Exemption" which I had lawfully filed in Chancery Court. (This was purely the manipulation of a FRAUDULENT FEDERAL BAN ____ 37

42 USC § 12203: Attorney Virginia Lee Story tried to EXTORT thousands of dollars out of my elderly mother, while THREATENING to otherwise SELL or DISCARD my PERSONAL PROPERTY, which she and BInkley FORCED me to leave at the PROPERTY under completely FRAUDULENT CLAIMS, intended to OBSTRUCT a TRIBUNMAL, while they TAG-TEAMED me during my PRO SE Hearing on 8/29/2019. ____ 37

42 § 1981: Equal Rights Under the Law ____ 37

42 § 1982: Deprivation of Property Under Color of Law ____ 37

42 § 1983: Deprivation of Rights under Color of Law ____ 37

42 § 1985: Conspiracy Against Rights ____ 37

42 § 1986: Action for Neglect to Prevent ____ 37

42 § 1988: Proceedings in Vindication of Civil Rights ____ 37

42 § 3631: Criminal Interference with Right to Fair Housing ____ 37

HUD & FED (VIOLATIONS) ____ 38

31 CFR Subtitle A § 5.18: How Does a Debtor Request a Special Review Based on a Change in Circumstances such as Catastrophic Illness, Divorce, Death, or Disability? (I was unlawfully DEPRIVED of any chance to even apply!) ____ 38

31 CFR Subtitle A § 5.18(a): Material change in circumstances. A debtor who owes a Treasury debt may, at any time, request a special review by the applicable Treasury entity of the amount of any offset, administrative wage garnishment, or voluntary payment, based based on materially changed circumstances beyond the control of the debtor such as, but not limited to, catastrophic illness, divorce, death, or disability. (Criminally deprived by CONSPIRCY between State and Federal BK COURTS of any CHANCE to apply for relief.) ____ 38

24 CFR Ch. V § 570.606: Displacement, Relocation, Acquisition, and Replacement of Housing. (a) General policy for minimizing displacement. (I was CRIMINALLY deprived of even NOTICE OF NEED, so that I could APPLY FOR ASSISTANCE before fraudulently being rendered HOMELESS (with a FIVE-DAY NOTICE, under grossly FALSE CLAIMS, with zero provision without being GEOGRAPHICALLY DISPLACED by 600 MILES to simply SURVIVE the lawless actions of BOTH State and Federal Courts in what I believe was a RICO action!) ____ 39

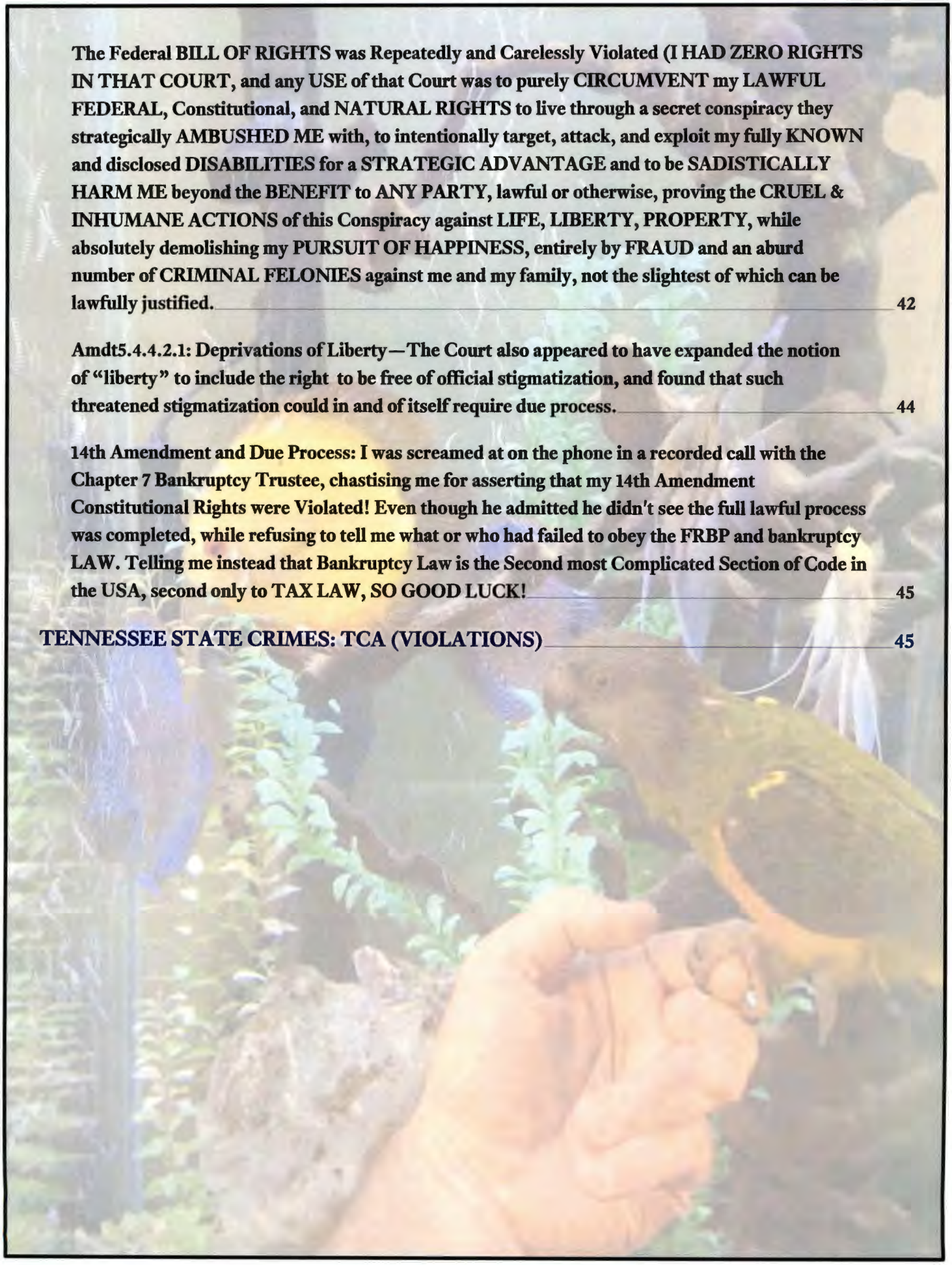
FEDERAL CIVIL RIGHTS (VIOLATIONS) ____ 42

The Federal BILL OF RIGHTS was Repeatedly and Carelessly Violated (I HAD ZERO RIGHTS IN THAT COURT, and any USE of that Court was to purely CIRCUMVENT my LAWFUL FEDERAL, Constitutional, and NATURAL RIGHTS to live through a secret conspiracy they strategically AMBUSHED ME with, to intentionally target, attack, and exploit my fully KNOWN and disclosed DISABILITIES for a STRATEGIC ADVANTAGE and to be SADISTICALLY HARM ME beyond the BENEFIT to ANY PARTY, lawful or otherwise, proving the CRUEL & INHUMANE ACTIONS of this Conspiracy against LIFE, LIBERTY, PROPERTY, while absolutely demolishing my PURSUIT OF HAPPINESS, entirely by FRAUD and an aburd number of CRIMINAL FELONIES against me and my family, not the slightest of which can be lawfully justified. 42

Amdt5.4.4.2.1: Deprivations of Liberty—The Court also appeared to have expanded the notion of "liberty" to include the right to be free of official stigmatization, and found that such threatened stigmatization could in and of itself require due process. 44

14th Amendment and Due Process: I was screamed at on the phone in a recorded call with the Chapter 7 Bankruptcy Trustee, chastising me for asserting that my 14th Amendment Constitutional Rights were Violated! Even though he admitted he didn't see the full lawful process was completed, while refusing to tell me what or who had failed to obey the FRBP and bankruptcy LAW. Telling me instead that Bankruptcy Law is the Second most Complicated Section of Code in the USA, second only to TAX LAW, SO GOOD LUCK! 45

TENNESSEE STATE CRIMES: TCA (VIOLATIONS) 45



INSIDE THE STATE OF TENNESSEE'S LEGISLATURE/COURTS/AOC/TBI, BJC & BPR JURISDICTION:
Arrests, Impeachments, Disbarments, Disciplinary Actions, State Criminal Charges, Corrections, Expungements, Restitution, Damages, Sanctions, Policy Changes To Increase Transparency and Accountability within ALL Tennessee Courts. More Uniform Policies State-Wide to Reduce Discrimination By Local Rules. Mandatory Disclosures & Recusals of Hearing Cases By "Friends".

OUTSIDE DOJ/FBI JURISDICTION:
Due to the Influence of the "PLAYERS", Nobody within the State of Tennessee Has Shown ANY Interest in Enforcing The "Rule of Law" or Holding the Court and Counsel Accountable To their "Oaths of Office", the Judicial Canons, or the Rules Of Professional Conduct. The Board of Professional Responsibility has Refused To File, Vet and Act Upon My "Serious Complaint" Submitted Well Over Two Years-Ago; Against Attorneys Virginia Lee Story, Mary Beth Ausbrooks, Elaine Beeler, And "Friends".

THE "DOMESTIC" DIVORCE CASE
Per Chancery Court Record, Docket #48419B
Williamson County Tennessee

"THE DOG AND PONY SHOW"
Almost Exclusively Fraud Upon the Court(s), by Officer(s) of Both Court(s)
A Strategically Engineered Emergency Distraction to CIRCUMVENT the FRBP & BK Laws

INSIDE DOJ/FBI JURISDICTION
Bankruptcy Case 3:19-BK-02693
FRBP 7001 Adversary Proceedings
FRBP 9011 Attorney Certification
28 USC §§ 1927, 1334, 1335 — Jurisdiction
11 USC §§ 363(b)(1), (e) NOTICE & HEARING
11 USC § 363(h) Sell if Benefit to Estate
11 USC §§ 541, 542, 543 Estate Property/Turnover
18 USC § 241 Conspiracy Against Rights
18 USC § 242 Deprivation (Color of Law)
18 USC §§ 157, 1341 BK Fraud(s) & Swindles
18 USC § 1503 Obstruction of Justice
18 USC § 1519 Falsifying BK Records
18 USC § 1951 Hobb's Act Extortion
18 USC § 1957 Unlawful Property Trans.

IN DOJ/FBI/TBI JURISDICTION
CONSTITUTIONAL, STATE, AND — FEDERAL CRIMES — COMMITTED BY BOTH COURTS AND COUNSEL COLLUSIVELY:
Conspiracy Against Rights, Deprivation of Property and Liberty Under Color of Law, Without Notice/Equal or Due Process. Malicious Litigation, Abuse, Cruelty, Failure to Intervene, Neglect to Prevent, Civil Rights Intimidation, Coercion, Theft, Extortion, Under Color of Official Right, ADA Coercion Threats, Interference, Retaliation.

SYNOPSIS: Family Court Attorney, **Virginia Lee Story** (in Williamson County Chancery Court) Conspired with Bankruptcy Specialist, Attorney **Mary Elizabeth Maney Ausbrooks** (in U.S. Bankruptcy Court for the Middle District of Tennessee), well over a Month in Advance of my Ex-wife's secret Divorce Filing & Ambush. The Crux of this Conspiracy Conducted by Counsel, with the Fraudulent Assistance by BOTH Courts, **was to CIRCUMVENT the "Federal Rules of Bankruptcy Procedure" (FRBP) and a Multitude of Federal Bankruptcy Laws**, so they could Illegally FORCE the Deprivation of Multiple Property Interests (purchased/owned/held) by MYSELF in **1986 Sunnyside Drive, Brentwood, TN 37027**; as well as by my two Roommates/Tenants State & Federally Protected "Leasehold Property Interests". Each of which Required an **"Adversarial Proceeding", including NOTICES & HEARINGS in Federal District Court**, or Federal Bankruptcy Court. Under the circumstances, the State Courts were specifically FORBIDDEN from Exercising Jurisdiction. The **BK Trustee was REQUIRED to REMOVE the PROPERTY** from my Ex-wife's secret **"BANKRUPTCY ESTATE"**, as a **"BURDENSOME ASSET"**, long before I met **Judge Michael W. Binkley.**

Jeff Fenton

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

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

Mr. Fenton,

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

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

This concludes my investigation into your complaint.

Best,

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

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

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

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

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

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

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

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

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

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

determination of personal injury awards or wrongful death claims from the bankruptcy court's core judicial authority. 28 U.S.C. § 157(b)(2)(O).

Bankruptcy courts may also hear "related non-core" proceedings. *Cf. In re Gallucci*, 931 F.2d 738 (11th Cir. 1991) (bankruptcy court may not hear non-core, nonrelated matters). A proceeding "relates to" a bankruptcy case if its outcome affects the amount of property available for distribution of the allocation of property to creditors. *In re Emerald Acquisition Corp.*, 170 B.R. 632 (Bankr. N.D. Ill. 1994). In a non-core related case, absent the consent of the parties, the bankruptcy court must submit findings of fact and conclusions of law to the district court, which then enters judgment in the case. 28 U.S.C. § 157(c)(1) and (2). Case law has defined "related proceedings" as those proceedings that, in the absence of a petition in bankruptcy, the parties could bring in a state or district court. *See Moody v. Amoco Oil Company*, 734 F.2d 1200 (7th Cir. 1984) cert. den'd, 469 U.S. 982 (1984). *See also, In re Best Prod. Co., Inc.*, 168 B.R. 35 (Bankr. S.D. N.Y. 1994).

The bankruptcy judge determines whether a matter is core or non-core. *Eubanks v. Esenjay Petro. Corp.*, 152 B.R. 459 (E.D. La. 1993). The judge may make this determination on her own motion or upon the timely motion of a party. 28 U.S.C. § 157(b)(3). The bankruptcy judge's determination that a proceeding is core -- either express or implied from his entering a final order -- is presumably subject to review on appeal. However, unless the objecting party appeals the determination in a timely fashion and the court reverses its decision, the final judgment or order will bind the parties even though the matter may have been truly non-core. *See DuVoisin v. Foster (In re Southern Indust. Banking Corp.)*, 809 F.2d 329, 331 (6th Cir. 1987).

5. Jurisdiction Over Property

28 U.S.C. § 1334(e) grants the bankruptcy court exclusive jurisdiction over all property, wherever located, of the debtor and the estate as of the commencement of the case. This section makes clear that a bankruptcy proceeding constitutes, in large measure, an in rem action for the purposes of collection, liquidation, and distribution of an estate. To this end, the bankruptcy court has exclusive jurisdiction over virtually all the debtor's property interests, disputes, ownership or lien interests in that property and about its disposition. In general, the property is accorded the bankruptcy court's protection, even if it was subject to the jurisdiction of another court at the time the bankruptcy petition was filed. This jurisdictional provision directly affects any divorce action the non-debtor spouse may seek to commence or which is ongoing when the bankruptcy proceeding is filed. Absent abstention by the bankruptcy court of its exclusive jurisdiction over the debtor's property, the state court may not exercise jurisdiction over property of the debtor or property of the bankruptcy estate. See e.g., In re Palmer, 78 B.R. 402, 405-06 (Bankr. E.D.N.Y. 1987).

F. Bankruptcy Administration

One matter causing confusion and frustration to nonbankruptcy practitioners is the number of parties involved in the administration of the bankruptcy case. These parties include the bankruptcy judge, the United States Trustee's office, a panel or private trustee, the estate's professionals and, in limited circumstances, examiners. While a detailed discussion of the roles of each of these parties to a bankruptcy case would provide a topic for an entirely separate paper, a brief description is necessary for understanding the basics of bankruptcy.

1. The Bankruptcy Judge

Although technically not an "administrator," the bankruptcy judge (as described above) presides over cases and proceedings before the bankruptcy court. The role of the bankruptcy judge is comparable to that of other judges, i.e., to act as a finder of fact and to make conclusions of law based on presentation of evidence and argument to the court. The absence of the bankruptcy judge in administration is a noteworthy development of modern bankruptcy. Prior to the enactment of the Bankruptcy Code, the bankruptcy judge not only exercised judicial decision-making authority, but also supervised the administration of bankruptcy cases. The dual-role of the bankruptcy judge was, in the opinion of many, the most glaring defect in the former bankruptcy system. The very nature of administrative duties imposed by the court under the Bankruptcy Act encouraged, if not required informal contact among the bankruptcy judge, lawyers, and others participating in the bankruptcy administration. For this reason, the Bankruptcy Code separates the judicial and administrative functions. The United States Trustee's Office performs the administrative functions previously handled by bankruptcy judges.

2. The United States Trustee

The United States Trustee operates under the supervision of the United States Attorney General. The twenty-one regions, which consist of groups of federal judicial districts, comprise the United States Trustee system. 28 U.S.C. § 581(a). The Attorney General appoints a United States Trustee for each

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

In re:	§	Case No. 3:19-BK-02693
	§	
FAWN TIFFANY FENTON	§	
	§	
	§	
	§	
Debtor(s)	§	

CHAPTER 7 TRUSTEE'S FINAL ACCOUNT AND DISTRIBUTION REPORT CERTIFICATION THAT THE ESTATE HAS BEEN FULLY ADMINISTERED AND APPLICATION TO BE DISCHARGED (TDR)

John C. McLemore, chapter 7 trustee, submits this Final Account, Certification that the Estate has been Fully Administered and Application to be Discharged.

1) All funds on hand have been distributed in accordance with the Trustee's Final Report and, if applicable, any order of the Court modifying the Final Report. The case is fully administered and all assets and funds which have come under the trustee's control in this case have been properly accounted for as provided by law. The trustee hereby requests to be discharged from further duties as a trustee.

2) A summary of assets abandoned, assets exempt, total distributions to claimants, claims discharged without payment, and expenses of administration is provided below:

Assets Abandoned: *(without deducting any secured claims)*	$1,250.00	Assets Exempt:	$11,000.00
Total Distributions to Claimants:	$3,028.98	Claims Discharged Without Payment:	$55,593.59
		ATTORNEY STORY: —	$11,514.50
Total Expenses of Administration:	$1,371.02	(SEE PAGE-4)	$44,079.09

3) Total gross receipts of $4,400.00 (see **Exhibit 1**), minus funds paid to the debtor(s) and third parties of $0.00 (see **Exhibit 2**), yielded net receipts of $4,400.00 from the liquidation of the property of the estate, which was distributed as follows:

	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
Secured Claims (from **Exhibit 3**)	$11,672.82	$308,190.92	$0.00	$0.00
Priority Claims:				
Chapter 7 Admin. Fees and Charges (from **Exhibit 4**)	NA	$1,371.02	$1,371.02	$1,371.02
Prior Chapter Admin. Fees and Charges (from **Exhibit 5**)	NA	$0.00	$0.00	$0.00
Priority Unsecured Claims (From **Exhibit 6**)	$0.00	$0.00	$0.00	$0.00
General Unsecured Claims (from **Exhibit 7**)	$59,845.46	$37,324.85	$35,314.85	$3,028.98
Total Disbursements	$71,518.28	$346,886.79	$36,685.87	$4,400.00

4). This case was originally filed under chapter 0 on 04/26/2019. The case was converted to one under Chapter 7 on 12/06/2019. The case was pending for 13 months.

5). All estate bank statements, deposit slips, and canceled checks have been submitted to the United States Trustee.

6). An individual estate property record and report showing the final accounting of the assets of the estate is attached as **Exhibit 8**. The cash receipts and disbursements records for each estate bank account, showing the final accounting of the receipts and disbursements of estate funds is attached as **Exhibit 9**.

Pursuant to Fed R Bank P 5009, I hereby certify, under penalty of perjury, that the foregoing report is true and correct.

Dated: 01/09/2021

By: /s/ John C. McLemore
Trustee

STATEMENT: This Uniform Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

EXHIBITS TO
FINAL ACCOUNT

EXHIBIT 1 – GROSS RECEIPTS

DESCRIPTION	UNIFORM TRAN. CODE	AMOUNT RECEIVED
2017 Toyota Prius Mileage: 30,000 Other Information: VIN: JTDKBRFU2H3033495	1129-000	$4,400.00
TOTAL GROSS RECEIPTS		$4,400.00

The Uniform Transaction Code is an accounting code assigned by the trustee for statistical reporting purposes.

EXHIBIT 2 – FUNDS PAID TO DEBTOR & THIRD PARTIES
NONE

EXHIBIT 3 – SECURED CLAIMS
NONE

CLAIM NUMBER	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
6	BancorpSouth Bank	4110-000	$0.00	$54,863.54	$0.00	$0.00
7	Toyota Motor Credit Corporation	4210-000	$11,672.82	$12,600.00	$0.00	$0.00
8	Specialized Loan Servicing LLC	4110-000	$0.00	$240,727.38	$0.00	$0.00
TOTAL SECURED CLAIMS			$11,672.82	$308,190.92	$0.00	$0.00

EXHIBIT 4 – CHAPTER 7 ADMINISTRATIVE FEES and CHARGES

PAYEE	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
John C. McLemore, Trustee	2100-000	NA	$1,100.00	$1,100.00	$1,100.00
John C. McLemore, Trustee	2200-000	NA	$83.69	$83.69	$83.69
Pinnacle Bank	2600-000	NA	$6.33	$6.33	$6.33
U.S. Bankruptcy Court Clerk	2700-000	NA	$181.00	$181.00	$181.00
TOTAL CHAPTER 7 ADMIN. FEES AND CHARGES		NA	$1,371.02	$1,371.02	$1,371.02

EXHIBIT 5 – PRIOR CHAPTER ADMINISTRATIVE FEES and CHARGES
NONE

EXHIBIT 6 – PRIORITY UNSECURED CLAIMS

CLAIM	CLAIMANT	UNIFORM	CLAIMS	CLAIMS	CLAIMS	CLAIMS

NUMBER		TRAN. CODE	SCHEDULED	ASSERTED	ALLOWED	PAID
1	IRS Insolvency	5800-000	$0.00	$0.00	$0.00	$0.00
TOTAL PRIORITY UNSECURED CLAIMS			$0.00	$0.00	$0.00	$0.00

EXHIBIT 7 – GENERAL UNSECURED CLAIMS

CLAIM NUMBER	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
2	Ascend Federal Credit Union	7100-000	$12,900.65	$12,900.65	$12,900.65	$1,106.50
3	Ascend Federal Credit Union	7100-000	$4,212.89	$5,000.00	$2,990.00	$256.45
4	American Express National Bank	7100-000	$9,518.02	$9,518.02	$9,518.02	$816.37
5	Capital One Bank (USA), N.A.	7100-000	$9,906.18	$9,906.18	$9,906.18	$849.66
	BanCorp South	7100-000	$0.00	$0.00	$0.00	$0.00
	Bank of America	7100-000	$11,793.22	$0.00	$0.00	$0.00
	Chase Card	7100-000	$0.00	$0.00	$0.00	$0.00
	Specialized Loan Servicing, LLC	7100-000	$0.00	$0.00	$0.00	$0.00
	Virginia Lee Story	7100-000	$11,514.50	$0.00	$0.00	$0.00
TOTAL GENERAL UNSECURED CLAIMS			$59,845.46	$37,324.85	$35,314.85	$3,028.98

FORM 1

INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES

 Exhibit 8

Case No.: 19-02693-CW3-7
Case Name: FENTON, FAWN TIFFANY
For the Period Ending: 1/9/2021

Trustee Name: John C. McLemore
Date Filed (f) or Converted (c): 12/06/2019 (c)
§341(a) Meeting Date: 01/06/2020
Claims Bar Date: 05/04/2020

1		2	3	4	5	6
	Asset Description (Scheduled and Unscheduled (u) Property)	**Petition/ Unscheduled Value**	**Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)**	**Property Abandoned OA =§ 554(a) abandon.**	**Sales/Funds Received by the Estate**	**Asset Fully Administered (FA)/ Gross Value of Remaining Assets**
Ref. #						
1	2017 Toyota Prius Mileage: 30,000 Other Information: VIN: JTDKBRFU2H3033495	$14,500.00	$6,188.16		$4,400.00	FA
2	Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items	$1,420.00	$0.00		$0.00	FA
3	TV, Tablet	$575.00	$0.00		$0.00	FA
4	Breyer Horses	$450.00	$0.00		$0.00	FA
5	AR15, FN-FAL, Glock 23, Rugger SP101	$2,750.00	$50.00		$0.00	FA
6	Clothing/Shoes/Purse	$500.00	$0.00		$0.00	FA
7	Wedding Ring $1500 and Costume jewelry	$1,200.00	$300.00		$0.00	FA
Asset Notes:	Jeweler said worth $300. Burdensome Asset.					
8	Dog, 2 Bunnies, Fish	$0.00	$0.00		$0.00	FA
9	Items in storage Books, Luggage, Pet Supplies, Christmas Decorations	$435.00	$0.00		$0.00	FA
10	2 Aquarium located at 102 Plum Nelly Circle	$425.00	$0.00		$0.00	FA
11	Cash	$200.00	$0.00		$0.00	FA
12	Checking First Farmers & Merchants	$1,349.36	$0.00		$0.00	FA
13	Checking Ascend Federal CU	$0.00	$0.00		$0.00	FA
14	Savings First Farmers & Merchants	$1,350.65	$0.00		$0.00	FA
15	Savings Ascend Federal CU	$272.60	$0.00		$0.00	FA
16	Checking MIT FCU (u)	$255.00	$0.00		$0.00	FA
17	Savings MIT FCU (u)	$200.55	$0.00		$0.00	FA
18	Cellphone, Laptop (u)	$550.00	$0.00		$0.00	FA
TOTALS (Excluding unknown value)		**$26,433.16**	**$6,538.16**		**$4,400.00**	**Gross Value of Remaining Assets $0.00**

Major Activities affecting case closing:
07/21/2020 Filed Amended Claims Recommendation.

FORM 1

INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT

ASSET CASES

Case No.: 19-02693-CW3-7
Case Name: FENTON, FAWN TIFFANY
For the Period Ending: 1/9/2021

Trustee Name: John C. McLemore
Date Filed (f) or Converted (c): 12/06/2019 (c)
§341(a) Meeting Date: 01/06/2020
Claims Bar Date: 05/04/2020

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	**Petition/ Unscheduled Value**	**Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)**	**Property Abandoned OA =§ 554(a) abandon.**	**Sales/Funds Received by the Estate**	**Asset Fully Administered (FA)/ Gross Value of Remaining Assets**

07/07/2020	PC with Virginia Story 615-790-1778 who represents the Debtor in her Williamson County Divorce (Judge Binkley)
07/02/2020	PC from Jeff Fenton?? Debtor's former husband talked with him for more than 30 minutes.
05/27/2020	Filed Mt to Allow/Disallow Claims.
05/13/2020	Email to Jodie Thresher re: claims.
04/15/2020	Fawn Fenton picked up her ring.
04/01/2020	Email to Jody Thresher and Mary Beth Ausbrooks about Debtor's ring
03/19/2020	Filed Report of Sale.
03/19/2020	Jeweler said diamond ring and wedding band was worth $300. Burdensome asset. Will return ring to Debtor.
02/19/2020	Gave diamond ring and wedding band to Bobby Colson who will get a valuation.
02/10/2020	Filed Mt to Sell Equity in Vehicle to Debtor for $4,400.
02/03/2020	Claims bar 5/4/2020.
01/30/2020	Debtor wants to buy equity in vehicle
01/30/2020	Email to Jodie Thresher about wedding ring.
01/28/2020	Calculation of value of equity in 2017 Toyota Prius
01/20/2020	PC with Paul Spina counsel for Toyota Motor Credit.
01/08/2020	Email from Jodie Thresher, Debtor's attorney - Just wanted to give you a heads up that we will be filing an Amended Schedule A/B and C on this case.
01/07/2020	Email to Mary Beth - John told Ms. Fenton yesterday that he would like an independent valuation of her 2017 Toyota Prius. See attached instructions to forward to your client.

Initial Projected Date Of Final Report (TFR):

Current Projected Date Of Final Report (TFR):

/s/ JOHN C. MCLEMORE
JOHN C. MCLEMORE

FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 19-02693-CW3-7
Case Name: FENTON, FAWN TIFFANY
Primary Taxpayer ID #: **-***4153
Co-Debtor Taxpayer ID #:
For Period Beginning: 4/26/2019
For Period Ending: 1/9/2021

Trustee Name: John C. McLemore
Bank Name: Pinnacle Bank
Checking Acct #: ******0194
Account Title:
Blanket bond (per case limit): $720,000.00
Separate bond (if applicable):

1	2	3	4		5	6	7
Transaction Date	**Check / Ref. #**	**Paid to/ Received From**	**Description of Transaction**	**Uniform Tran Code**	**Deposit $**	**Disbursement $**	**Balance**
02/05/2020	(1)	Diane D. Winters EX-WIFE'S MOM PAID TO KEEP NEW PRIUS!	Equity in 2017 Toyota Prius per 2-10-2020 Motion to Sell [Dkt. No. 99]	1129-000	$4,400.00		$4,400.00
07/31/2020		Pinnacle Bank	Service Charge	2600-000		$77.00	$4,323.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		($77.00)	$4,400.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		$6.33	$4,393.67
09/03/2020	3001	U.S. Bankruptcy Court Clerk	Motion to Sell Filing Fee (Docket No. 99)	2700-000		$181.00	$4,212.67
12/12/2020	3002	John C. McLemore	Trustee Compensation	2100-000		$1,100.00	$3,112.67
12/12/2020	3003	John C. McLemore	Trustee Expenses	2200-000		$83.69	$3,028.98
12/12/2020	3004	Ascend Federal Credit Union	Final Distribution	7100-000		$1,106.50	$1,922.48
12/12/2020	3005	Ascend Federal Credit Union	Final Distribution	7100-000		$256.45	$1,666.03
12/12/2020	3006	American Express National Bank	Final Distribution	7100-000		$816.37	$849.66
12/12/2020	3007	Capital One Bank (USA), N.A.	Final Distribution	7100-000		$849.66	$0.00

TOTALS:	$4,400.00	$4,400.00	$0.00
Less: Bank transfers/CDs	$0.00	$0.00	
Subtotal	$4,400.00	$4,400.00	
Less: Payments to debtors	$0.00	$0.00	
Net	$4,400.00	$4,400.00	

For the period of 4/26/2019 to 1/9/2021

Total Compensable Receipts:	$4,400.00
Total Non-Compensable Receipts:	$0.00
Total Comp/Non Comp Receipts:	$4,400.00
Total Internal/Transfer Receipts:	$0.00
Total Compensable Disbursements:	$4,400.00
Total Non-Compensable Disbursements:	$0.00
Total Comp/Non Comp Disbursements:	$4,400.00
Total Internal/Transfer Disbursements:	$0.00

For the entire history of the account between 02/03/2020 to 1/9/2021

Total Compensable Receipts:	$4,400.00
Total Non-Compensable Receipts:	$0.00
Total Comp/Non Comp Receipts:	$4,400.00
Total Internal/Transfer Receipts:	$0.00
Total Compensable Disbursements:	$4,400.00
Total Non-Compensable Disbursements:	$0.00
Total Comp/Non Comp Disbursements:	$4,400.00
Total Internal/Transfer Disbursements:	$0.00

FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No.	19-02693-CW3-7	**Trustee Name:**	John C. McLemore
Case Name:	FENTON, FAWN TIFFANY	**Bank Name:**	Pinnacle Bank
Primary Taxpayer ID #:	**-***4153	**Checking Acct #:**	******0194
Co-Debtor Taxpayer ID #:		**Account Title:**	
For Period Beginning:	4/26/2019	**Blanket bond (per case limit):**	$720,000.00
For Period Ending:	1/9/2021	**Separate bond (if applicable):**	

1	2	3	4		5	6	7
Transaction Date	**Check / Ref. #**	**Paid to/ Received From**	**Description of Transaction**	**Uniform Tran Code**	**Deposit $**	**Disbursement $**	**Balance**

TOTAL - ALL ACCOUNTS	**NET DEPOSITS**	**NET DISBURSE**	**ACCOUNT BALANCES**
	$4,400.00	$4,400.00	$0.00

For the period of 4/26/2019 to 1/9/2021

Total Compensable Receipts:	$4,400.00
Total Non-Compensable Receipts:	$0.00
Total Comp/Non Comp Receipts:	$4,400.00
Total Internal/Transfer Receipts:	$0.00
Total Compensable Disbursements:	$4,400.00
Total Non-Compensable Disbursements:	$0.00
Total Comp/Non Comp Disbursements:	$4,400.00
Total Internal/Transfer Disbursements:	$0.00

For the entire history of the case between 12/06/2019 to 1/9/2021

Total Compensable Receipts:	$4,400.00
Total Non-Compensable Receipts:	$0.00
Total Comp/Non Comp Receipts:	$4,400.00
Total Internal/Transfer Receipts:	$0.00
Total Compensable Disbursements:	$4,400.00
Total Non-Compensable Disbursements:	$0.00
Total Comp/Non Comp Disbursements:	$4,400.00
Total Internal/Transfer Disbursements:	$0.00

/s/ JOHN C. MCLEMORE

JOHN C. MCLEMORE

Publications / 11.14.2016

Sections 542 and 543—Turnover of Property of the Estate (2016)

By Bruce Grohsgal* and Gregory J. Flasser (http://www.bayardlaw.com/attorney/gregory-j-flasser)**

I. INTRODUCTION

Section 542 of the Bankruptcy Code generally requires a noncustodial entity who has possession, custody, or control of property of the estate that the trustee may use, sell, or lease under § 363, or that the debtor may exempt under § 522, to deliver to the trustee the property or the value of the property, and to account for such property.[1] Section 543 similarly requires a custodian with knowledge of the commencement of the case to deliver such property and the proceeds of such property to the trustee and account for such property.[2] This paper reports on opinions regarding turnover published since the 2015 update.[3]

II. JURISDICTION AND AUTHORITY OF THE BANKRUPTCY COURTS

Jurisdiction and Authority — Generally

Bankruptcy jurisdiction is essentially in rem, based on the district court's exclusive jurisdiction over all property, wherever located, of the debtor's estate.[4] The court's jurisdiction begins on the filing of the bankruptcy case and for most purposes ends when the property is transferred from the estate or revests in the debtor[5] or the case is dismissed.[6] The bankruptcy court stands in the district court's shoes with respect to its jurisdiction over estate property, by virtue of the standing order of reference from its district court, and has exclusive jurisdiction over property of the debtor's estate.[7]

The statutory framework for this jurisdiction is set forth in 28 U.S.C.A. § 157. Section 157(b) gives bankruptcy judges the statutory authority to enter final judgments on certain "core" matters arising under or arising in the bankruptcy case. "Core" matters expressly include "orders to turn over property of the estate."[8]

Under § 157, a bankruptcy judge does not have authority to enter a final judgment on a matter that is not core but is merely "related to" the bankruptcy case. A ubiquitous example of a non-core action is a suit by a debtor to recover a disputed prepetition account receivable. The bankruptcy judge may hear a non-core, "related to" matter, but it cannot enter final judgment on it unless the district court has referred the matter to the bankruptcy court and the parties have consented to the bankruptcy court's authority to enter final judgment. Absent such referral and consent, the bankruptcy judge may only submit its proposed findings of fact and conclusions of law to the district court. The district judge following its de novo consideration of both the facts and the law, then enters or declines to enter the final judgment.[9]

It follows from this jurisdictional foundation that a turnover action with respect to estate property is a core proceeding, and the jurisdictional statute that governs bankruptcy proceedings expressly so provides.[10]

Case 1:23-cv-01097-PLM-RSK ECF No. 1-34, PageID.1893 Filed 10/13/23 Page 20 of 51

attach thereto an affidavit, made by himself or by his duly authorized attorney or agent having knowledge of the facts, that such item is correct and has been necessarily incurred in the case and that the services for which fees have been charged were actually and necessarily performed.

(June 25, 1948, ch. 646, 62 Stat. 957.)

HISTORICAL AND REVISION NOTES

Based on title 28, U.S.C., 1940 ed., § 831 (R.S. § 984; June 10, 1921, ch. 18, § 304, 42 Stat. 24).

Section as revised conforms to existing Federal Practice. See note to subdivision (d) of Rule 54 of the Federal Rules of Civil Procedure. For discussion as to verification of bill of costs under existing practice, see—8 Hughes, Federal Practice, Jurisdiction and Procedure—Civil and Criminal, § 6441.

Words "or allowed by the General Accounting Office" were omitted as unnecessary. That office will not allow items in a tax bill for costs against the United States unless such bill has been taxed by the court, and the court, under this section, cannot tax as costs items in an unverified bill.

Changes were made in phraseology.

§ 1925. Admiralty and maritime cases

Except as otherwise provided by Act of Congress, the allowance and taxation of costs in admiralty and maritime cases shall be prescribed by rules promulgated by the Supreme Court.

(June 25, 1948, ch. 646, 62 Stat. 957.)

HISTORICAL AND REVISION NOTES

This section was drafted to make possible the promulgation of comprehensive and uniform rules governing costs in admiralty. Various enactments of Congress, all over 100 years old, relate to particular features of such matter, but do not set forth any comprehensive and uniform procedure. See, for example, sections 818, 826, and 827 of title 28, U.S.C., 1940 ed.

§ 1926. Court of Federal Claims

(a) The Judicial Conference of the United States shall prescribe from time to time the fees and costs to be charged and collected in the United States Court of Federal Claims.

(b) The court and its officers shall collect only such fees and costs as the Judicial Conference prescribes. The court may require advance payment of fees by rule.

(June 25, 1948, ch. 646, 62 Stat. 957; Pub. L. 97–164, title I, § 139(p)(1), Apr. 2, 1982, 96 Stat. 44; Pub. L. 102–572, title IX, § 902(b), Oct. 29, 1992, 106 Stat. 4516.)

HISTORICAL AND REVISION NOTES

Based on title 28, U.S.C., 1940 ed., § 304 (Mar. 3, 1911, ch. 231, § 191, 36 Stat. 1144).

For distribution of other provisions of section 304 of title 28, U.S.C., 1940 ed., see Distribution Table.

Changes were made in phraseology.

AMENDMENTS

1992—Pub. L. 102–572 substituted "Court of Federal Claims" for "Claims Court" as section catchline and "United States Court of Federal Claims" for "United States Claims Court" in subsec. (a).

1982—Pub. L. 97–164 substituted "Claims Court" for "Court of Customs and Patent Appeals" as section catchline and, in text substituted provisions directing the Judicial Conference of the United States to prescribe from time to time the fees and costs to be charged and collected in the United States Claims Court and directing the court and its officers to collect only such fees and costs as the Judicial Conference prescribes, with the court authorized to require advance payment of fees by rule for provisions which had directed that fees and costs in the Court of Customs and Patent Appeals be fixed by a table of fees adopted by such court and approved by the Supreme Court, that the fees and costs so fixed not exceed the fees and costs charged in the Supreme Court, and that the fees be accounted for and paid over to the Treasury.

EFFECTIVE DATE OF 1992 AMENDMENT

Amendment by Pub. L. 102–572 effective Oct. 29, 1992, see section 911 of Pub. L. 102–572, set out as a note under section 171 of this title.

EFFECTIVE DATE OF 1982 AMENDMENT

Amendment by Pub. L. 97–164 effective Oct. 1, 1982, see section 402 of Pub. L. 97–164, set out as a note under section 171 of this title.

COURT FEES FOR ELECTRONIC ACCESS TO INFORMATION

Judicial Conference to prescribe reasonable fees for collection by courts under this section for access to information available through automatic data processing equipment and fees to be deposited in Judiciary Automation Fund, see section 303 of Pub. L. 102–140, set out as a note under section 1913 of this title.

§ 1927. Counsel's liability for excessive costs

Any attorney or other person admitted to conduct cases in any court of the United States or any Territory thereof who so multiplies the proceedings in any case unreasonably and vexatiously may be required by the court to satisfy personally the excess costs, expenses, and attorneys' fees reasonably incurred because of such conduct.

(June 25, 1948, ch. 646, 62 Stat. 957; Pub. L. 96–349, § 3, Sept. 12, 1980, 94 Stat. 1156.)

HISTORICAL AND REVISION NOTES

Based on title 28, U.S.C., 1940 ed., § 829 (R.S. § 982).

Word "personally" was inserted upon authority of *Motion Picture Patents Co. v. Steiner et al.*, 1912, 201 F. 63, 119 C.C.A. 401. Reference to "proctor" was omitted as covered by the revised section.

See definition of "court of the United States" in section 451 of this title.

Changes were made in phraseology.

AMENDMENTS

1980—Pub. L. 96–349 substituted judicial authorization to require attorneys to satisfy excess costs, expenses, and attorneys' fees reasonably incurred because of multiplication of proceedings for such prior authority to impose liability for increased costs based on multiplication of proceedings.

§ 1928. Patent infringement action; disclaimer not filed

Whenever a judgment is rendered for the plaintiff in any patent infringement action involving a part of a patent and it appears that the patentee, in his specifications, claimed to be, but was not, the original and first inventor or discoverer of any material or substantial part of the thing patented, no costs shall be included in such judgment, unless the proper disclaimer has been filed in the United States Patent and Trademark Office prior to the commencement of the action.

(June 25, 1948, ch. 646, 62 Stat. 957; Pub. L. 106–113, div. B, § 1000(a)(9) [title IV, § 4732(b)(17)], Nov. 29, 1999, 113 Stat. 1536, 1501A–585.)

(D) Subparagraphs (A) through (C) shall not apply, and the court may not dismiss or convert a case based on any form of means testing—

(i) if the debtor is a disabled veteran (as defined in section 3741(1) of title 38), and the indebtedness occurred primarily during a period during which he or she was—

(I) on active duty (as defined in section 101(d)(1) of title 10); or

(II) performing a homeland defense activity (as defined in section 901(1) of title 32); or

(ii) with respect to the debtor, while the debtor is—

(I) on, and during the 540-day period beginning immediately after the debtor is released from, a period of active duty (as defined in section 101(d)(1) of title 10) of not less than 90 days; or

(II) performing, and during the 540-day period beginning immediately after the debtor is no longer performing, a homeland defense activity (as defined in section 901(1) of title 32) performed for a period of not less than 90 days;

if after September 11, 2001, the debtor while a member of a reserve component of the Armed Forces or a member of the National Guard, was called to such active duty or performed such homeland defense activity.

(3) In considering under paragraph (1) whether the granting of relief would be an abuse of the provisions of this chapter in a case in which the presumption in paragraph (2)(A)(i) does not arise or is rebutted, the court shall consider—

(A) whether the debtor filed the petition in bad faith; or

(B) the totality of the circumstances (including whether the debtor seeks to reject a personal services contract and the financial need for such rejection as sought by the debtor) of the debtor's financial situation demonstrates abuse.

(4)(A) The court, on its own initiative or on the motion of a party in interest, in accordance with the procedures described in rule 9011 of the Federal Rules of Bankruptcy Procedure, may order the attorney for the debtor to reimburse the trustee for all reasonable costs in prosecuting a motion filed under section 707(b), including reasonable attorneys' fees, if—

(i) a trustee files a motion for dismissal or conversion under this subsection; and

(ii) the court—

(I) grants such motion; and

(II) finds that the action of the attorney for the debtor in filing a case under this chapter violated rule 9011 of the Federal Rules of Bankruptcy Procedure.

(B) If the court finds that the attorney for the debtor violated rule 9011 of the Federal Rules of Bankruptcy Procedure, the court, on its own initiative or on the motion of a party in interest, in accordance with such procedures, may order—

(i) the assessment of an appropriate civil penalty against the attorney for the debtor; and

(ii) the payment of such civil penalty to the trustee, the United States trustee (or the bankruptcy administrator, if any).

(C) 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).

(D) The signature of an attorney on the petition shall constitute a certification that the attorney has no knowledge after an inquiry that the information in the schedules filed with such petition is incorrect.

(5)(A) Except as provided in subparagraph (B) and subject to paragraph (6), the court, on its own initiative or on the motion of a party in interest, in accordance with the procedures described in rule 9011 of the Federal Rules of Bankruptcy Procedure, may award a debtor all reasonable costs (including reasonable attorneys' fees) in contesting a motion filed by a party in interest (other than a trustee or United States trustee (or bankruptcy administrator, if any)) under this subsection if—

(i) the court does not grant the motion; and

(ii) the court finds that—

(I) the position of the party that filed the motion violated rule 9011 of the Federal Rules of Bankruptcy Procedure; or

(II) the attorney (if any) who filed the motion did not comply with the requirements of clauses (i) and (ii) of paragraph (4)(C), and the motion was made solely for the purpose of coercing a debtor into waiving a right guaranteed to the debtor under this title.

(B) A small business that has a claim of an aggregate amount less than $1,000[1] shall not be subject to subparagraph (A)(ii)(I).

(C) For purposes of this paragraph—

(i) the term "small business" means an unincorporated business, partnership, corporation, association, or organization that—

(I) has fewer than 25 full-time employees as determined on the date on which the motion is filed; and

(II) is engaged in commercial or business activity; and

(ii) the number of employees of a wholly owned subsidiary of a corporation includes the employees of—

(I) a parent corporation; and

(II) any other subsidiary corporation of the parent corporation.

(6) Only the judge or United States trustee (or bankruptcy administrator, if any) may file a motion under section 707(b), if the current monthly income of the debtor, or in a joint case, the debtor and the debtor's spouse, as of the date of the order for relief, when multiplied by 12, is equal to or less than—

(A) in the case of a debtor in a household of 1 person, the median family income of the applicable State for 1 earner;

(B) in the case of a debtor in a household of 2, 3, or 4 individuals, the highest median fam-

Court and the Congress will thus be relieved of the burden of considering the large number of complex forms used in bankruptcy practice. The use of the Official Forms has generally been held subject to a "rule of substantial compliance" and some of these rules, for example Rule 1002, specifically state that the filed document need only "conform substantially" to the Official Form. See also Rule 9005. The second sentence recognizes the propriety of combining and rearranging Official Forms to take advantage of technological developments and resulting economies.

The Director of the Administrative Office is authorized to issue additional forms for the guidance of the bar.

NOTES OF ADVISORY COMMITTEE ON RULES—1991 AMENDMENT

Rule 9029 [9009] is amended to clarify that local court rules may not prohibit or limit the use of the Official Forms.

COMMITTEE NOTES ON RULES—2008 AMENDMENT

The rule is amended to provide that a plan proponent in a small business chapter 11 case need not use an Official Form of a plan of reorganization and disclosure statement. The use of those forms is optional, and under Rule 3016(d) the proponent may submit a plan and disclosure statement in those cases that does not conform to the Official Forms.

Changes Made After Publication. No changes were made after publication.

COMMITTEE NOTES ON RULES—2017 AMENDMENT

This rule is amended and reorganized into separate subdivisions.

Subdivision (a) addresses permissible modifications to Official Forms. It requires that an Official Form be used without alteration, except when another rule, the Official Form itself, or the national instructions applicable to an Official Form permit alteration. The former language generally permitting alterations has been deleted, but the rule preserves the ability to make minor modifications to an Official Form that do not affect the wording or the order in which information is presented on a form. Permissible changes include those that merely expand or delete the space for responses as appropriate or delete inapplicable items so long as the filer indicates that no response is intended. For example, when more space will be necessary to completely answer a question on an Official Form without an attachment, the answer space may be expanded. Similarly, varying the width or orientation of columnar data on a form for clarity of presentation would be a permissible minor change. On the other hand, many Official Forms indicate on their face that certain changes are not appropriate. Any changes that contravene the directions on an Official Form would be prohibited by this rule.

The creation of subdivision (b) and subdivision (c) is stylistic.

Rule 9010. Representation and Appearances; Powers of Attorney

(a) AUTHORITY TO ACT PERSONALLY OR BY ATTORNEY. A debtor, creditor, equity security holder, indenture trustee, committee or other party may (1) appear in a case under the Code and act either in the entity's own behalf or by an attorney authorized to practice in the court, and (2) perform any act not constituting the practice of law, by an authorized agent, attorney in fact, or proxy.

(b) NOTICE OF APPEARANCE. An attorney appearing for a party in a case under the Code shall file a notice of appearance with the attorney's name, office address and telephone number, unless the attorney's appearance is otherwise noted in the record.

(c) POWER OF ATTORNEY. The authority of any agent, attorney in fact, or proxy to represent a creditor for any purpose other than the execution and filing of a proof of claim or the acceptance or rejection of a plan shall be evidenced by a power of attorney conforming substantially to the appropriate Official Form. The execution of any such power of attorney shall be acknowledged before one of the officers enumerated in 28 U.S.C. §459, §953, Rule 9012, or a person authorized to administer oaths under the laws of the state where the oath is administered.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

This rule is substantially the same as former Bankruptcy Rule 910 and does not purport to change prior holdings prohibiting a corporation from appearing *pro se*. See *In re Las Colinas Development Corp.*, 585 F.2d 7 (1st Cir. 1978).

NOTES OF ADVISORY COMMITTEE ON RULES—1987 AMENDMENT

Subdivision (c) is amended to include a reference to Rule 9012 which is amended to authorize a bankruptcy judge or clerk to administer oaths.

NOTES OF ADVISORY COMMITTEE ON RULES—1991 AMENDMENT

References to Official Form numbers in subdivision (c) are deleted in anticipation of future revision and renumbering of the Official Forms.

Rule 9011. Signing of Papers; Representations to the Court; Sanctions; Verification and Copies of Papers

(a) SIGNATURE. Every petition, pleading, written motion, and other paper, except a list, schedule, or statement, or amendments thereto, shall be signed by at least one attorney of record in the attorney's individual name. A party who is not represented by an attorney shall sign all papers. Each paper shall state the signer's address and telephone number, if any. An unsigned paper shall be stricken unless omission of the signature is corrected promptly after being called to the attention of the attorney or party.

(b) REPRESENTATIONS TO THE COURT. By presenting to the court (whether by signing, filing, submitting, or later advocating) a petition, pleading, written motion, or other paper, an attorney or unrepresented party is certifying that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances,—[1]

(1) it is not being presented for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation;

(2) the claims, defenses, and other legal contentions therein are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law;

(3) the allegations and other factual contentions have evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable oppor-

[1] So in original. The comma probably should not appear.

tunity for further investigation or discovery; and

(4) the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on a lack of information or belief.

(c) SANCTIONS. If, after notice and a reasonable opportunity to respond, the court determines that subdivision (b) has been violated, the court may, subject to the conditions stated below, impose an appropriate sanction upon the attorneys, law firms, or parties that have violated subdivision (b) or are responsible for the violation.

(1) *How Initiated.*

(A) *By Motion.* A motion for sanctions under this rule shall be made separately from other motions or requests and shall describe the specific conduct alleged to violate subdivision (b). It shall be served as provided in Rule 7004. The motion for sanctions may not be filed with or presented to the court unless, within 21 days after service of the motion (or such other period as the court may prescribe), the challenged paper, claim, defense, contention, allegation, or denial is not withdrawn or appropriately corrected, except that this limitation shall not apply if the conduct alleged is the filing of a petition in violation of subdivision (b). If warranted, the court may award to the party prevailing on the motion the reasonable expenses and attorney's fees incurred in presenting or opposing the motion. Absent exceptional circumstances, a law firm shall be held jointly responsible for violations committed by its partners, associates, and employees.

(B) *On Court's Initiative.* On its own initiative, the court may enter an order describing the specific conduct that appears to violate subdivision (b) and directing an attorney, law firm, or party to show cause why it has not violated subdivision (b) with respect thereto.

(2) *Nature of Sanction; Limitations.* A sanction imposed for violation of this rule shall be limited to what is sufficient to deter repetition of such conduct or comparable conduct by others similarly situated. Subject to the limitations in subparagraphs (A) and (B), the sanction may consist of, or include, directives of a nonmonetary nature, an order to pay a penalty into court, or, if imposed on motion and warranted for effective deterrence, an order directing payment to the movant of some or all of the reasonable attorneys' fees and other expenses incurred as a direct result of the violation.

(A) Monetary sanctions may not be awarded against a represented party for a violation of subdivision (b)(2).

(B) Monetary sanctions may not be awarded on the court's initiative unless the court issues its order to show cause before a voluntary dismissal or settlement of the claims made by or against the party which is, or whose attorneys are, to be sanctioned.

(3) *Order.* When imposing sanctions, the court shall describe the conduct determined to constitute a violation of this rule and explain the basis for the sanction imposed.

(d) INAPPLICABILITY TO DISCOVERY. Subdivisions (a) through (c) of this rule do not apply to disclosures and discovery requests, responses, objections, and motions that are subject to the provisions of Rules 7026 through 7037.

(e) VERIFICATION. Except as otherwise specifically provided by these rules, papers filed in a case under the Code need not be verified. Whenever verification is required by these rules, an unsworn declaration as provided in 28 U.S.C. §1746 satisfies the requirement of verification.

(f) COPIES OF SIGNED OR VERIFIED PAPERS. When these rules require copies of a signed or verified paper, it shall suffice if the original is signed or verified and the copies are conformed to the original.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991; Apr. 11, 1997, eff. Dec. 1, 1997.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

Subdivision (a). Excepted from the papers which an attorney for a debtor must sign are lists, schedules, statements of financial affairs, statements of executory contracts, Chapter 13 Statements and amendments thereto. Rule 1008 requires that these documents be verified by the debtor. Although the petition must also be verified, counsel for the debtor must sign the petition. See Official Form No. 1. An unrepresented party must sign all papers.

The last sentence of this subdivision authorizes a broad range of sanctions.

The word "document" is used in this subdivision to refer to all papers which the attorney or party is required to sign.

Subdivision (b) extends to all papers filed in cases under the Code the policy of minimizing reliance on the formalities of verification which is reflected in the third sentence of Rule 11 F.R.Civ.P. The second sentence of subdivision (b) permits the substitution of an unsworn declaration for the verification. See 28 U.S.C. §1746. Rules requiring verification or an affidavit are as follows: Rule 1008, petitions, schedules, statements of financial affairs, Chapter 13 Statements and amendments; Rule 2006(e), list of multiple proxies and statement of facts and circumstances regarding their acquisition; Rule 4001(c), motion for ex parte relief from stay; Rule 7065, incorporating Rule 65(b) F.R.Civ.P. governing issuance of temporary restraining order; Rule 8011(d), affidavit in support of emergency motion on appeal.

NOTES OF ADVISORY COMMITTEE ON RULES—1987 AMENDMENT

The statement of intention of the debtor under §521(2) of the Code is added to the documents which counsel is not required to sign.

NOTES OF ADVISORY COMMITTEE ON RULES—1991 AMENDMENT

Subdivision (a) is amended to conform to Rule 11 F.R.Civ.P. where appropriate, but also to clarify that it applies to the unnecessary delay or needless increase in the cost of the administration of the case. Deletion of the references to specific statements that are excluded from the scope of this subdivision is stylistic. As used in subdivision (a) of this rule, "statement" is limited to the statement of financial affairs and the statement of intention required to be filed under Rule 1007. Deletion of the reference to the Chapter 13 Statement is consistent with the amendment to Rule 1007(b).

NOTES OF ADVISORY COMMITTEE ON RULES—1997 AMENDMENT

This rule is amended to conform to the 1993 changes to F.R.Civ.P. 11. For an explanation of these amend-

ments, see the advisory committee note to the 1993 amendments to F.R.Civ.P. 11.

The "safe harbor" provision contained in subdivision (c)(1)(A), which prohibits the filing of a motion for sanctions unless the challenged paper is not withdrawn or corrected within a prescribed time after service of the motion, does not apply if the challenged paper is a petition. The filing of a petition has immediate serious consequences, including the imposition of the automatic stay under §362 of the Code, which may not be avoided by the subsequent withdrawal of the petition. In addition, a petition for relief under chapter 7 or chapter 11 may not be withdrawn unless the court orders dismissal of the case for cause after notice and a hearing.

GAP Report on Rule 9011. The proposed amendments to subdivision (a) were revised to clarify that a party not represented by an attorney must sign lists, schedules, and statements, as well as other papers that are filed.

Rule 9012. Oaths and Affirmations

(a) PERSONS AUTHORIZED TO ADMINISTER OATHS. The following persons may administer oaths and affirmations and take acknowledgments: a bankruptcy judge, clerk, deputy clerk, United States trustee, officer authorized to administer oaths in proceedings before the courts of the United States or under the laws of the state where the oath is to be taken, or a diplomatic or consular officer of the United States in any foreign country.

(b) AFFIRMATION IN LIEU OF OATH. When in a case under the Code an oath is required to be taken a solemn affirmation may be accepted in lieu thereof.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

This rule is derived from Rule 43(d) F.R.Civ.P.

The provisions of former Bankruptcy Rule 912(a) relating to who may administer oaths have been deleted as unnecessary. Bankruptcy judges and the clerks and deputy clerks of bankruptcy courts are authorized by statute to administer oaths and affirmations and to take acknowledgments. 28 U.S.C. §§459, 953. A person designated to preside at the meeting of creditors has authority under Rule 2003(b)(1) to administer the oath. Administration of the oath at a deposition is governed by Rule 7028.

NOTES OF ADVISORY COMMITTEE ON RULES—1987 AMENDMENT

Subdivision (a) has been added to the rule to authorize bankruptcy judges and clerks to administer oaths.

NOTES OF ADVISORY COMMITTEE ON RULES—1991 AMENDMENT

This rule is amended to conform to the 1986 amendment to §343 which provides that the United States trustee may administer the oath to the debtor at the §341 meeting. This rule also allows the United States trustee to administer oaths and affirmations and to take acknowledgments in other situations. This amendment also affects Rule 9010(c) relating to the acknowledgment of a power of attorney. The words "United States trustee" include a designee of the United States trustee pursuant to Rule 9001 and §102(9) of the Code.

Rule 9013. Motions: Form and Service

A request for an order, except when an application is authorized by the rules, shall be by written motion, unless made during a hearing. The motion shall state with particularity the grounds therefor, and shall set forth the relief or order sought. Every written motion, other than one which may be considered ex parte, shall be served by the moving party within the time determined under Rule 9006(d). The moving party shall serve the motion on:

(a) the trustee or debtor in possession and on those entities specified by these rules; or

(b) the entities the court directs if these rules do not require service or specify the entities to be served.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 16, 2013, eff. Dec. 1, 2013.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

This rule is derived from Rule 5(a) and Rule 7(b)(1) F.R.Civ.P. Except when an application is specifically authorized by these rules, for example an application under Rule 2014 for approval of the employment of a professional, all requests for court action must be made by motion.

COMMITTEE NOTES ON RULES—2013 AMENDMENT

A cross-reference to Rule 9006(d) is added to this rule to call attention to the time limits for the service of motions, supporting affidavits, and written responses to motions. Rule 9006(d) prescribes time limits that apply unless other limits are fixed by these rules, a court order, or a local rule. The other changes are stylistic.

Changes Made After Publication and Comment. No changes were made after publication and comment.

Rule 9014. Contested Matters

(a) MOTION. In a contested matter not otherwise governed by these rules, relief shall be requested by motion, and reasonable notice and opportunity for hearing shall be afforded the party against whom relief is sought. No response is required under this rule unless the court directs otherwise.

(b) SERVICE. The motion shall be served in the manner provided for service of a summons and complaint by Rule 7004 and within the time determined under Rule 9006(d). Any written response to the motion shall be served within the time determined under Rule 9006(d). Any paper served after the motion shall be served in the manner provided by Rule 5(b) F.R.Civ.P.

(c) APPLICATION OF PART VII RULES. Except as otherwise provided in this rule, and unless the court directs otherwise, the following rules shall apply: 7009, 7017, 7021, 7025, 7026, 7028–7037, 7041, 7042, 7052, 7054–7056, 7064, 7069, and 7071. The following subdivisions of Fed. R. Civ. P. 26, as incorporated by Rule 7026, shall not apply in a contested matter unless the court directs otherwise: 26(a)(1) (mandatory disclosure), 26(a)(2) (disclosures regarding expert testimony) and 26(a)(3) (additional pre-trial disclosure), and 26(f) (mandatory meeting before scheduling conference/discovery plan). An entity that desires to perpetuate testimony may proceed in the same manner as provided in Rule 7027 for the taking of a deposition before an adversary proceeding. The court may at any stage in a particular matter direct that one or more of the other rules in Part VII shall apply. The court shall give the parties notice of any order issued under this paragraph to afford them a reasonable opportunity to comply with the procedures prescribed by the order.

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the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104–191 (HIPAA).

Subdivision (c) directs the trustee to maintain proof of compliance with §351(1)(B), but because the proof of compliance may contain patient names that should or must remain confidential, it prohibits filing the proof of compliance unless the court orders the trustee to file it under seal.

Subdivision (d) requires the trustee to file a report with the court regarding the destruction of patient records. This certification is intended to ensure that the trustee properly completed the destruction process. However, because the report will be filed with the court and ordinarily will be available to the public under §107, the names, addresses, and other identifying information of patients are not to be included in the report to protect patient privacy.

Changes Made After Publication. Subdivision (b)(2) was amended to add the Attorney General of the State where a health care facility is located to the list of entities entitled to notice of the disposal of patient records.

PART VII—ADVERSARY PROCEEDINGS

Rule 7001. Scope of Rules of Part VII

An adversary proceeding is governed by the rules of this Part VII. The following are adversary proceedings:

(1) a proceeding to recover money or property, other than a proceeding to compel the debtor to deliver property to the trustee, or a proceeding under §554(b) or §725 of the Code, Rule 2017, or Rule 6002;

(2) a proceeding to determine the validity, priority, or extent of a lien or other interest in property, other than a proceeding under Rule 4003(d);

(3) a proceeding to obtain approval under §363(h) for the sale of both the interest of the estate and of a co-owner in property;

(4) a proceeding to object to or revoke a discharge, other than an objection to discharge under §§727(a)(8),[1] (a)(9), or 1328(f);

(5) a proceeding to revoke an order of confirmation of a chapter 11, chapter 12, or chapter 13 plan;

(6) a proceeding to determine the dischargeability of a debt;

(7) a proceeding to obtain an injunction or other equitable relief, except when a chapter 9, chapter 11, chapter 12, or chapter 13 plan provides for the relief;

(8) a proceeding to subordinate any allowed claim or interest, except when a chapter 9, chapter 11, chapter 12, or chapter 13 plan provides for subordination;

(9) a proceeding to obtain a declaratory judgment relating to any of the foregoing; or

(10) a proceeding to determine a claim or cause of action removed under 28 U.S.C. §1452.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991; Apr. 26, 1999, eff. Dec. 1, 1999; Apr. 28, 2010, eff. Dec. 1, 2010.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

The rules in Part VII govern the procedural aspects of litigation involving the matters referred to in this Rule 7001. Under Rule 9014 some of the Part VII rules also apply to contested matters.

These Part VII rules are based on the premise that to the extent possible practice before the bankruptcy courts and the district courts should be the same. These rules either incorporate or are adaptations of most of the Federal Rules of Civil Procedure. Although the Part VII rules of the former Bankruptcy Rules also relied heavily on the F.R.Civ.P., the former Part VII rules departed from the civil practice in two significant ways: a trial or pretrial conference had to be scheduled as soon as the adversary proceeding was filed and pleadings had to be filed within periods shorter than those established by the F.R.Civ.P. These departures from the civil practice have been eliminated.

The content and numbering of these Part VII rules correlates to the content and numbering of the F.R.Civ.P. Most, but not all, of the F.R.Civ.P. have a comparable Part VII rule. When there is no Part VII rule with a number corresponding to a particular F.R.Civ.P., Parts V and IX of these rules must be consulted to determine if one of the rules in those parts deals with the subject. The list below indicates the F.R.Civ.P., or subdivision thereof, covered by a rule in either Part V or Part IX.

F.R.Civ.P.	Rule in Part V or IX
6	9006
7(b)	9013
10(a)	9004(b)
11	9011
38,39	9015(a)–(e)
47–51	9015(f)
43,44,44.1	9017
45	9016
58	9021
59	9023
60	9024
61	9005
63	9028
77(a),(b),(c)	5001
77(d)	9022(d)
79(a)–(d)	5003
81(c)	9027
83	9029
92	9030

Proceedings to which the rules in Part VII apply directly include those brought to avoid transfers by the debtor under §§544, 545, 547, 548 and 549 of the Code; subject to important exceptions, proceedings to recover money or property; proceedings on bonds under Rules 5008(d) and 9025; proceedings under Rule 4004 to determine whether a discharge in a chapter 7 or 11 case should be denied because of an objection grounded on §727 and proceedings in a chapter 7 or 13 case to revoke a discharge as provided in §§727(d) or 1328(e); and proceedings initiated pursuant to §523(c) of the Code to determine the dischargeability of a particular debt. Those proceedings were classified as adversary proceedings under former Bankruptcy Rule 701.

Also included as adversary proceedings are proceedings to revoke an order of confirmation of a plan in a chapter 11 or 13 case as provided in §§1144 and 1330, to subordinate under §510(c), other than as part of a plan, an allowed claim or interest, and to sell under §363(h) both the interest of the estate and a co-owner in property.

Declaratory judgments with respect to the subject matter of the various adversary proceedings are also adversary proceedings.

Any claim or cause of action removed to a bankruptcy court pursuant to 28 U.S.C. §1478 is also an adversary proceeding.

Unlike former Bankruptcy Rule 701, requests for relief from an automatic stay do not commence an adversary proceeding. Section 362(e) of the Code and Rule 4001 establish an expedited schedule for judicial disposition of requests for relief from the automatic stay. The formalities of the adversary proceeding process and the time for serving pleadings are not well suited to the expedited schedule. The motion practice prescribed in Rule 4001 is best suited to such requests because the court has the flexibility to fix hearing dates and other deadlines appropriate to the particular situation.

[1] So in original. Probably should be only one section symbol.

Clause (1) contains important exceptions. A person with an interest in property in the possession of the trustee or debtor in possession may seek to recover or reclaim that property under § 554(b) or § 725 of the Code. Since many attempts to recover or reclaim property under these two sections do not generate disputes, application of the formalities of the Part VII Rules is not appropriate. Also excluded from adversary proceedings is litigation arising from an examination under Rule 2017 of a debtor's payments of money or transfers of property to an attorney representing the debtor in a case under the Code or an examination of a superseded administration under Rule 6002.

Exemptions and objections thereto are governed by Rule 4003. Filing of proofs of claim and the allowances thereof are governed by Rules 3001–3005, and objections to claims are governed by Rule 3007. When an objection to a claim is joined with a demand for relief of the kind specified in this Rule 7001, the matter becomes an adversary proceeding. See Rule 3007.

NOTES OF ADVISORY COMMITTEE ON RULES—1987 AMENDMENT

Another exception is added to clause (1). A trustee may proceed by motion to recover property from the debtor.

NOTES OF ADVISORY COMMITTEE ON RULES—1991 AMENDMENT

Clauses (5) and (8) are amended to include chapter 12 plans.

COMMITTEE NOTES ON RULES—1999 AMENDMENT

This rule is amended to recognize that an adversary proceeding is not necessary to obtain injunctive or other equitable relief that is provided for in a plan under circumstances in which substantive law permits the relief. Other amendments are stylistic.

GAP Report on Rule 7001. No changes since publication, except for stylistic changes.

COMMITTEE NOTES ON RULES—2010 AMENDMENT

Paragraph (4) of the rule is amended to create an exception for objections to discharge under §§ 727(a)(8), (a)(9), and 1328(f) of the Code. Because objections to discharge on these grounds typically present issues more easily resolved than other objections to discharge, the more formal procedures applicable to adversary proceedings, such as commencement by a complaint, are not required. Instead, objections on these three grounds are governed by Rule 4004(d). In an appropriate case, however, Rule 9014(c) allows the court to order that additional provisions of Part VII of the rules apply to these matters.

Changes Made After Publication. The proposed addition of subsection (b) was deleted, and the content of that provision was moved to Rule 4004(d). The exception in paragraph (4) of the rule was revised to refer to objections to discharge under §§ 727(a)(8), (a)(9), and 1328(f) of the Code. The redesignation of the existing rule as subdivision (a) was also deleted. The Committee Note was revised to reflect these changes.

Rule 7002. References to Federal Rules of Civil Procedure

Whenever a Federal Rule of Civil Procedure applicable to adversary proceedings makes reference to another Federal Rule of Civil Procedure, the reference shall be read as a reference to the Federal Rule of Civil Procedure as modified in this Part VII.

NOTES OF ADVISORY COMMITTEE ON RULES—1983

Rules 5, 12, 13, 14, 25, 27, 30, 41 and 52 F.R.Civ.P. are made applicable to adversary proceedings by Part VII. Each of those rules contains a cross reference to another Federal Rule; however, the Part VII rule which incorporates the cross-referenced Federal Rule modifies the Federal Rule in some way. Under this Rule 7002 the cross reference is to the Federal Rule as modified by Part VII. For example, Rule 5 F.R.Civ.P., which is made applicable to adversary proceedings by Rule 7005, contains a reference to Rule 4 F.R.Civ.P. Under this Rule 7002, the cross reference is to Rule 4 F.R.Civ.P. as modified by Rule 7004.

Rules 7, 10, 12, 13, 14, 19, 22, 23.2, 24–37, 41, 45, 49, 50, 52, 55, 59, 60, 62 F.R.Civ.P. are made applicable to adversary proceedings by Part VII or generally to cases under the Code by Part IX. Each of those Federal Rules contains a cross reference to another Federal Rule which is not modified by the Part VII or Part IX rule which makes the cross-referenced Federal Rule applicable. Since the cross-referenced rule is not modified by a Part VII rule this Rule 7002 does not apply.

REFERENCES IN TEXT

The Federal Rules of Civil Procedure, referred to in text, are set out in the Appendix to Title 28, Judiciary and Judicial Procedure.

Rule 7003. Commencement of Adversary Proceeding

Rule 3 F.R.Civ.P. applies in adversary proceedings.

NOTES OF ADVISORY COMMITTEE ON RULES—1983

Rule 5005(a) requires that a complaint commencing an adversary proceeding be filed with the court in which the case under the Code is pending unless 28 U.S.C. § 1473 authorizes the filing of the complaint in another district.

REFERENCES IN TEXT

The Federal Rules of Civil Procedure, referred to in text, are set out in the Appendix to Title 28, Judiciary and Judicial Procedure.

Rule 7004. Process; Service of Summons, Complaint

(a) SUMMONS; SERVICE; PROOF OF SERVICE.

(1) Except as provided in Rule 7004(a)(2), Rule 4(a), (b), (c)(1), (d)(1), (e)–(j), (*l*), and (m) F.R.Civ.P. applies in adversary proceedings. Personal service under Rule 4(e)–(j) F.R.Civ.P. may be made by any person at least 18 years of age who is not a party, and the summons may be delivered by the clerk to any such person.

(2) The clerk may sign, seal, and issue a summons electronically by putting an "s/" before the clerk's name and including the court's seal on the summons.

(b) SERVICE BY FIRST CLASS MAIL. Except as provided in subdivision (h), in addition to the methods of service authorized by Rule 4(e)–(j) F.R.Civ.P., service may be made within the United States by first class mail postage prepaid as follows:

(1) Upon an individual other than an infant or incompetent, by mailing a copy of the summons and complaint to the individual's dwelling house or usual place of abode or to the place where the individual regularly conducts a business or profession.

(2) Upon an infant or an incompetent person, by mailing a copy of the summons and complaint to the person upon whom process is prescribed to be served by the law of the state in which service is made when an action is brought against such a defendant in the courts

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Court and the Congress will thus be relieved of the burden of considering the large number of complex forms used in bankruptcy practice. The use of the Official Forms has generally been held subject to a "rule of substantial compliance" and some of these rules, for example Rule 1002, specifically state that the filed document need only "conform substantially" to the Official Form. See also Rule 9005. The second sentence recognizes the propriety of combining and rearranging Official Forms to take advantage of technological developments and resulting economies.

The Director of the Administrative Office is authorized to issue additional forms for the guidance of the bar.

NOTES OF ADVISORY COMMITTEE ON RULES—1991 AMENDMENT

Rule 9029 [9009] is amended to clarify that local court rules may not prohibit or limit the use of the Official Forms.

COMMITTEE NOTES ON RULES—2008 AMENDMENT

The rule is amended to provide that a plan proponent in a small business chapter 11 case need not use an Official Form of a plan of reorganization and disclosure statement. The use of those forms is optional, and under Rule 3016(d) the proponent may submit a plan and disclosure statement in those cases that does not conform to the Official Forms.

Changes Made After Publication. No changes were made after publication.

COMMITTEE NOTES ON RULES—2017 AMENDMENT

This rule is amended and reorganized into separate subdivisions.

Subdivision (a) addresses permissible modifications to Official Forms. It requires that an Official Form be used without alteration, except when another rule, the Official Form itself, or the national instructions applicable to an Official Form permit alteration. The former language generally permitting alterations has been deleted, but the rule preserves the ability to make minor modifications to an Official Form that do not affect the wording or the order in which information is presented on a form. Permissible changes include those that merely expand or delete the space for responses as appropriate or delete inapplicable items so long as the filer indicates that no response is intended. For example, when more space will be necessary to completely answer a question on an Official Form without an attachment, the answer space may be expanded. Similarly, varying the width or orientation of columnar data on a form for clarity of presentation would be a permissible minor change. On the other hand, many Official Forms indicate on their face that certain changes are not appropriate. Any changes that contravene the directions on an Official Form would be prohibited by this rule.

The creation of subdivision (b) and subdivision (c) is stylistic.

Rule 9010. Representation and Appearances; Powers of Attorney

(a) AUTHORITY TO ACT PERSONALLY OR BY ATTORNEY. A debtor, creditor, equity security holder, indenture trustee, committee or other party may (1) appear in a case under the Code and act either in the entity's own behalf or by an attorney authorized to practice in the court, and (2) perform any act not constituting the practice of law, by an authorized agent, attorney in fact, or proxy.

(b) NOTICE OF APPEARANCE. An attorney appearing for a party in a case under the Code shall file a notice of appearance with the attorney's name, office address and telephone number, unless the attorney's appearance is otherwise noted in the record.

(c) POWER OF ATTORNEY. The authority of any agent, attorney in fact, or proxy to represent a creditor for any purpose other than the execution and filing of a proof of claim or the acceptance or rejection of a plan shall be evidenced by a power of attorney conforming substantially to the appropriate Official Form. The execution of any such power of attorney shall be acknowledged before one of the officers enumerated in 28 U.S.C. §459, §953, Rule 9012, or a person authorized to administer oaths under the laws of the state where the oath is administered.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

This rule is substantially the same as former Bankruptcy Rule 910 and does not purport to change prior holdings prohibiting a corporation from appearing *pro se*. See *In re Las Colinas Development Corp.*, 585 F.2d 7 (1st Cir. 1978).

NOTES OF ADVISORY COMMITTEE ON RULES—1987 AMENDMENT

Subdivision (c) is amended to include a reference to Rule 9012 which is amended to authorize a bankruptcy judge or clerk to administer oaths.

NOTES OF ADVISORY COMMITTEE ON RULES—1991 AMENDMENT

References to Official Form numbers in subdivision (c) are deleted in anticipation of future revision and renumbering of the Official Forms.

Rule 9011. Signing of Papers; Representations to the Court; Sanctions; Verification and Copies of Papers

(a) SIGNATURE. Every petition, pleading, written motion, and other paper, except a list, schedule, or statement, or amendments thereto, shall be signed by at least one attorney of record in the attorney's individual name. A party who is not represented by an attorney shall sign all papers. Each paper shall state the signer's address and telephone number, if any. An unsigned paper shall be stricken unless omission of the signature is corrected promptly after being called to the attention of the attorney or party.

(b) REPRESENTATIONS TO THE COURT. By presenting to the court (whether by signing, filing, submitting, or later advocating) a petition, pleading, written motion, or other paper, an attorney or unrepresented party is certifying that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances,—[1]

(1) it is not being presented for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation;

(2) the claims, defenses, and other legal contentions therein are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law;

(3) the allegations and other factual contentions have evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable oppor-

[1] So in original. The comma probably should not appear.

tunity for further investigation or discovery; and

(4) the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on a lack of information or belief.

(c) SANCTIONS. If, after notice and a reasonable opportunity to respond, the court determines that subdivision (b) has been violated, the court may, subject to the conditions stated below, impose an appropriate sanction upon the attorneys, law firms, or parties that have violated subdivision (b) or are responsible for the violation.

(1) *How Initiated.*

(A) *By Motion.* A motion for sanctions under this rule shall be made separately from other motions or requests and shall describe the specific conduct alleged to violate subdivision (b). It shall be served as provided in Rule 7004. The motion for sanctions may not be filed with or presented to the court unless, within 21 days after service of the motion (or such other period as the court may prescribe), the challenged paper, claim, defense, contention, allegation, or denial is not withdrawn or appropriately corrected, except that this limitation shall not apply if the conduct alleged is the filing of a petition in violation of subdivision (b). If warranted, the court may award to the party prevailing on the motion the reasonable expenses and attorney's fees incurred in presenting or opposing the motion. Absent exceptional circumstances, a law firm shall be held jointly responsible for violations committed by its partners, associates, and employees.

(B) *On Court's Initiative.* On its own initiative, the court may enter an order describing the specific conduct that appears to violate subdivision (b) and directing an attorney, law firm, or party to show cause why it has not violated subdivision (b) with respect thereto.

(2) *Nature of Sanction; Limitations.* A sanction imposed for violation of this rule shall be limited to what is sufficient to deter repetition of such conduct or comparable conduct by others similarly situated. Subject to the limitations in subparagraphs (A) and (B), the sanction may consist of, or include, directives of a nonmonetary nature, an order to pay a penalty into court, or, if imposed on motion and warranted for effective deterrence, an order directing payment to the movant of some or all of the reasonable attorneys' fees and other expenses incurred as a direct result of the violation.

(A) Monetary sanctions may not be awarded against a represented party for a violation of subdivision (b)(2).

(B) Monetary sanctions may not be awarded on the court's initiative unless the court issues its order to show cause before a voluntary dismissal or settlement of the claims made by or against the party which is, or whose attorneys are, to be sanctioned.

(3) *Order.* When imposing sanctions, the court shall describe the conduct determined to constitute a violation of this rule and explain the basis for the sanction imposed.

(d) INAPPLICABILITY TO DISCOVERY. Subdivisions (a) through (c) of this rule do not apply to disclosures and discovery requests, responses, objections, and motions that are subject to the provisions of Rules 7026 through 7037.

(e) VERIFICATION. Except as otherwise specifically provided by these rules, papers filed in a case under the Code need not be verified. Whenever verification is required by these rules, an unsworn declaration as provided in 28 U.S.C. §1746 satisfies the requirement of verification.

(f) COPIES OF SIGNED OR VERIFIED PAPERS. When these rules require copies of a signed or verified paper, it shall suffice if the original is signed or verified and the copies are conformed to the original.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991; Apr. 11, 1997, eff. Dec. 1, 1997.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

Subdivision (a). Excepted from the papers which an attorney for a debtor must sign are lists, schedules, statements of financial affairs, statements of executory contracts, Chapter 13 Statements and amendments thereto. Rule 1008 requires that these documents be verified by the debtor. Although the petition must also be verified, counsel for the debtor must sign the petition. See Official Form No. 1. An unrepresented party must sign all papers.

The last sentence of this subdivision authorizes a broad range of sanctions.

The word "document" is used in this subdivision to refer to all papers which the attorney or party is required to sign.

Subdivision (b) extends to all papers filed in cases under the Code the policy of minimizing reliance on the formalities of verification which is reflected in the third sentence of Rule 11 F.R.Civ.P. The second sentence of subdivision (b) permits the substitution of an unsworn declaration for the verification. See 28 U.S.C. §1746. Rules requiring verification or an affidavit are as follows: Rule 1008, petitions, schedules, statements of financial affairs, Chapter 13 Statements and amendments; Rule 2006(e), list of multiple proxies and statement of facts and circumstances regarding their acquisition; Rule 4001(c), motion for ex parte relief from stay; Rule 7065, incorporating Rule 65(b) F.R.Civ.P. governing issuance of temporary restraining order; Rule 8011(d), affidavit in support of emergency motion on appeal.

NOTES OF ADVISORY COMMITTEE ON RULES—1987 AMENDMENT

The statement of intention of the debtor under §521(2) of the Code is added to the documents which counsel is not required to sign.

NOTES OF ADVISORY COMMITTEE ON RULES—1991 AMENDMENT

Subdivision (a) is amended to conform to Rule 11 F.R.Civ.P. where appropriate, but also to clarify that it applies to the unnecessary delay or needless increase in the cost of the administration of the case. Deletion of the references to specific statements that are excluded from the scope of this subdivision is stylistic. As used in subdivision (a) of this rule, "statement" is limited to the statement of financial affairs and the statement of intention required to be filed under Rule 1007. Deletion of the reference to the Chapter 13 Statement is consistent with the amendment to Rule 1007(b).

NOTES OF ADVISORY COMMITTEE ON RULES—1997 AMENDMENT

This rule is amended to conform to the 1993 changes to F.R.Civ.P. 11. For an explanation of these amend-

ments, see the advisory committee note to the 1993 amendments to F.R.Civ.P. 11.

The "safe harbor" provision contained in subdivision (c)(1)(A), which prohibits the filing of a motion for sanctions unless the challenged paper is not withdrawn or corrected within a prescribed time after service of the motion, does not apply if the challenged paper is a petition. The filing of a petition has immediate serious consequences, including the imposition of the automatic stay under §362 of the Code, which may not be avoided by the subsequent withdrawal of the petition. In addition, a petition for relief under chapter 7 or chapter 11 may not be withdrawn unless the court orders dismissal of the case for cause after notice and a hearing.

GAP Report on Rule 9011. The proposed amendments to subdivision (a) were revised to clarify that a party not represented by an attorney must sign lists, schedules, and statements, as well as other papers that are filed.

Rule 9012. Oaths and Affirmations

(a) PERSONS AUTHORIZED TO ADMINISTER OATHS. The following persons may administer oaths and affirmations and take acknowledgments: a bankruptcy judge, clerk, deputy clerk, United States trustee, officer authorized to administer oaths in proceedings before the courts of the United States or under the laws of the state where the oath is to be taken, or a diplomatic or consular officer of the United States in any foreign country.

(b) AFFIRMATION IN LIEU OF OATH. When in a case under the Code an oath is required to be taken a solemn affirmation may be accepted in lieu thereof.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

This rule is derived from Rule 43(d) F.R.Civ.P.

The provisions of former Bankruptcy Rule 912(a) relating to who may administer oaths have been deleted as unnecessary. Bankruptcy judges and the clerks and deputy clerks of bankruptcy courts are authorized by statute to administer oaths and affirmations and to take acknowledgments. 28 U.S.C. §§459, 953. A person designated to preside at the meeting of creditors has authority under Rule 2003(b)(1) to administer the oath. Administration of the oath at a deposition is governed by Rule 7028.

NOTES OF ADVISORY COMMITTEE ON RULES—1987 AMENDMENT

Subdivision (a) has been added to the rule to authorize bankruptcy judges and clerks to administer oaths.

NOTES OF ADVISORY COMMITTEE ON RULES—1991 AMENDMENT

This rule is amended to conform to the 1986 amendment to §343 which provides that the United States trustee may administer the oath to the debtor at the §341 meeting. This rule also allows the United States trustee to administer oaths and affirmations and to take acknowledgments in other situations. This amendment also affects Rule 9010(c) relating to the acknowledgment of a power of attorney. The words "United States trustee" include a designee of the United States trustee pursuant to Rule 9001 and §102(9) of the Code.

Rule 9013. Motions: Form and Service

A request for an order, except when an application is authorized by the rules, shall be by written motion, unless made during a hearing. The motion shall state with particularity the grounds therefor, and shall set forth the relief or order sought. Every written motion, other than one which may be considered ex parte, shall be served by the moving party within the time determined under Rule 9006(d). The moving party shall serve the motion on:

(a) the trustee or debtor in possession and on those entities specified by these rules; or

(b) the entities the court directs if these rules do not require service or specify the entities to be served.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 16, 2013, eff. Dec. 1, 2013.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

This rule is derived from Rule 5(a) and Rule 7(b)(1) F.R.Civ.P. Except when an application is specifically authorized by these rules, for example an application under Rule 2014 for approval of the employment of a professional, all requests for court action must be made by motion.

COMMITTEE NOTES ON RULES—2013 AMENDMENT

A cross-reference to Rule 9006(d) is added to this rule to call attention to the time limits for the service of motions, supporting affidavits, and written responses to motions. Rule 9006(d) prescribes time limits that apply unless other limits are fixed by these rules, a court order, or a local rule. The other changes are stylistic.

Changes Made After Publication and Comment. No changes were made after publication and comment.

Rule 9014. Contested Matters

(a) MOTION. In a contested matter not otherwise governed by these rules, relief shall be requested by motion, and reasonable notice and opportunity for hearing shall be afforded the party against whom relief is sought. No response is required under this rule unless the court directs otherwise.

(b) SERVICE. The motion shall be served in the manner provided for service of a summons and complaint by Rule 7004 and within the time determined under Rule 9006(d). Any written response to the motion shall be served within the time determined under Rule 9006(d). Any paper served after the motion shall be served in the manner provided by Rule 5(b) F.R.Civ.P.

(c) APPLICATION OF PART VII RULES. Except as otherwise provided in this rule, and unless the court directs otherwise, the following rules shall apply: 7009, 7017, 7021, 7025, 7026, 7028–7037, 7041, 7042, 7052, 7054–7056, 7064, 7069, and 7071. The following subdivisions of Fed. R. Civ. P. 26, as incorporated by Rule 7026, shall not apply in a contested matter unless the court directs otherwise: 26(a)(1) (mandatory disclosure), 26(a)(2) (disclosures regarding expert testimony) and 26(a)(3) (additional pre-trial disclosure), and 26(f) (mandatory meeting before scheduling conference/discovery plan). An entity that desires to perpetuate testimony may proceed in the same manner as provided in Rule 7027 for the taking of a deposition before an adversary proceeding. The court may at any stage in a particular matter direct that one or more of the other rules in Part VII shall apply. The court shall give the parties notice of any order issued under this paragraph to afford them a reasonable opportunity to comply with the procedures prescribed by the order.

a reasonable likelihood that the trustee will prevail at the final hearing under subsection (e) of this section. The court shall act promptly on any request for authorization under paragraph (2)(B) of this subsection.

(4) Except as provided in paragraph (2) of this subsection, the trustee shall segregate and account for any cash collateral in the trustee's possession, custody, or control.

(d) The trustee may use, sell, or lease property under subsection (b) or (c) of this section—

(1) in the case of a debtor that is a corporation or trust that is not a moneyed business, commercial corporation, or trust, only in accordance with nonbankruptcy law applicable to the transfer of property by a debtor that is such a corporation or trust; and

(2) only to the extent not inconsistent with any relief granted under subsection (c), (d), (e), or (f) of section 362.

(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. This subsection also applies to property that is subject to any unexpired lease of personal property (to the exclusion of such property being subject to an order to grant relief from the stay under section 362).

(f) The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if—

(1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;

(2) such entity consents;

(3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

(4) such interest is in bona fide dispute; or

(5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

(g) Notwithstanding subsection (f) of this section, the trustee may sell property under subsection (b) or (c) of this section free and clear of any vested or contingent right in the nature of dower or curtesy.

(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—

(1) partition in kind of such property among the estate and such co-owners is impracticable;

(2) sale of the estate's undivided interest in such property would realize significantly less for the estate than sale of such property free of the interests of such co-owners;

(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; and

(4) such property is not used in the production, transmission, or distribution, for sale, of electric energy or of natural or synthetic gas for heat, light, or power.

(i) Before the consummation of a sale of property to which subsection (g) or (h) of this section applies, or of property of the estate that was community property of the debtor and the debtor's spouse immediately before the commencement of the case, the debtor's spouse, or a co-owner of such property, as the case may be, may purchase such property at the price at which such sale is to be consummated.

(j) After a sale of property to which subsection (g) or (h) of this section applies, the trustee shall distribute to the debtor's spouse or the co-owners of such property, as the case may be, and to the estate, the proceeds of such sale, less the costs and expenses, not including any compensation of the trustee, of such sale, according to the interests of such spouse or co-owners, and of the estate.

(k) At a sale under subsection (b) of this section of property that is subject to a lien that secures an allowed claim, unless the court for cause orders otherwise the holder of such claim may bid at such sale, and, if the holder of such claim purchases such property, such holder may offset such claim against the purchase price of such property.

(*l*) Subject to the provisions of section 365, the trustee may use, sell, or lease property under subsection (b) or (c) of this section, or a plan under chapter 11, 12, or 13 of this title may provide for the use, sale, or lease of property, notwithstanding any provision in a contract, a lease, or applicable law that is conditioned on the insolvency or financial condition of the debtor, on the commencement of a case under this title concerning the debtor, or on the appointment of or the taking possession by a trustee in a case under this title or a custodian, and that effects, or gives an option to effect, a forfeiture, modification, or termination of the debtor's interest in such property.

(m) The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

(n) The trustee may avoid a sale under this section if the sale price was controlled by an agreement among potential bidders at such sale, or may recover from a party to such agreement any amount by which the value of the property sold exceeds the price at which such sale was consummated, and may recover any costs, attorneys' fees, or expenses incurred in avoiding such sale or recovering such amount. In addition to any recovery under the preceding sentence, the court may grant judgment for punitive damages in favor of the estate and against any such party that entered into such an agreement in willful disregard of this subsection.

(*o*) Notwithstanding subsection (f), if a person purchases any interest in a consumer credit

I WAS IN POSSESSION OF THE PROPERTY, I HAD TENANTS (ELDERLY & HANDICAPPED) WITH LEGITIMATE LEASES, PROTECTED BY BANKRUPTCY LAW, STATE LAW, ADA, AND THE PROTECTING TENANTS AT FORECLOSURE ACT. I OFFERED TO BRING THE MORTGAGES CURRENT AT MY 8/1/2019 HEARING IN CHANCERY COURT, WHILE ATTORNEY VIRGINIA LEE STORY TOLD ME THAT IT WAS ALREADY TOO LATE. THAT THE BANKRUPTCY PROCEEDINGS WERE TOO FAR ALONG, WHICH IS A VIOLATION OF MY CONSTITUTIONAL RIGHTS FOR PROTECTING MY CRITICAL PROPERTY INTERESTS, WITH MY RIGHTS UNDER FEDERAL HUD/ADA/FED/FRBP CRIMINAL & CIVIL LAWS! ADVERSARIAL PROCEEDING REQUIRED BY LAW!

transaction that is subject to the Truth in Lending Act or any interest in a consumer credit contract (as defined in section 433.1 of title 16 of the Code of Federal Regulations (January 1, 2004), as amended from time to time), and if such interest is purchased through a sale under this section, then such person shall remain subject to all claims and defenses that are related to such consumer credit transaction or such consumer credit contract, to the same extent as such person would be subject to such claims and defenses of the consumer had such interest been purchased at a sale not under this section.

(p) In any hearing under this section—

(1) the trustee has the burden of proof on the issue of adequate protection; and

(2) the entity asserting an interest in property has the burden of proof on the issue of the validity, priority, or extent of such interest.

(Pub. L. 95–598, Nov. 6, 1978, 92 Stat. 2572; Pub. L. 98–353, title III, § 442, July 10, 1984, 98 Stat. 371; Pub. L. 99–554, title II, § 257(k), Oct. 27, 1986, 100 Stat. 3115; Pub. L. 103–394, title I, § 109, title II, §§ 214(b), 219(c), title V, § 501(d)(8), Oct. 22, 1994, 108 Stat. 4113, 4126, 4129, 4144; Pub. L. 109–8, title II, §§ 204, 231(a), title XII, § 1221(a), Apr. 20, 2005, 119 Stat. 49, 72, 195; Pub. L. 111–327, § 2(a)(13), Dec. 22, 2010, 124 Stat. 3559.)

HISTORICAL AND REVISION NOTES

LEGISLATIVE STATEMENTS

Section 363(a) of the House amendment defines "cash collateral" as defined in the Senate amendment. The broader definition of "soft collateral" contained in H.R. 8200 as passed by the House is deleted to remove limitations that were placed on the use, lease, or sale of inventory, accounts, contract rights, general intangibles, and chattel paper by the trustee or debtor in possession.

Section 363(c)(2) of the House amendment is derived from the Senate amendment. Similarly, sections 363(c)(3) and (4) are derived from comparable provisions in the Senate amendment in lieu of the contrary procedure contained in section 363(c) as passed by the House. The policy of the House amendment will generally require the court to schedule a preliminary hearing in accordance with the needs of the debtor to authorize the trustee or debtor in possession to use, sell, or lease cash collateral. The trustee or debtor in possession may use, sell, or lease cash collateral in the ordinary course of business only "after notice and a hearing."

Section 363(f) of the House amendment adopts an identical provision contained in the House bill, as opposed to an alternative provision contained in the Senate amendment.

Section 363(h) of the House amendment adopts a new paragraph (4) representing a compromise between the House bill and Senate amendment. The provision adds a limitation indicating that a trustee or debtor in possession sell jointly owned property only if the property is not used in the production, transmission, or distribution for sale, of electric energy or of natural or synthetic gas for heat, light, or power. This limitation is intended to protect public utilities from being deprived of power sources because of the bankruptcy of a joint owner.

Section 363(k) of the House amendment is derived from the third sentence of section 363(e) of the Senate amendment. The provision indicates that a secured creditor may bid in the full amount of the creditor's allowed claim, including the secured portion and any unsecured portion thereof in the event the creditor is undersecured, with respect to property that is subject to a lien that secures the allowed claim of the sale of the property.

SENATE REPORT NO. 95–989

This section defines the right and powers of the trustee with respect to the use, sale or lease of property and the rights of other parties that have interests in the property involved. It applies in both liquidation and reorganization cases.

Subsection (a) defines "cash collateral" as cash, negotiable instruments, documents of title, securities, deposit accounts, or other cash equivalents in which the estate and an entity other than the estate have an interest, such as a lien or a co-ownership interest. The definition is not restricted to property of the estate that is cash collateral on the date of the filing of the petition. Thus, if "non-cash" collateral is disposed of and the proceeds come within the definition of "cash collateral" as set forth in this subsection, the proceeds would be cash collateral as long as they remain subject to the original lien on the "non-cash" collateral under section 552(b). To illustrate, rents received from real property before or after the commencement of the case would be cash collateral to the extent that they are subject to a lien.

Subsection (b) permits the trustees to use, sell, or lease, other than in the ordinary course of business, property of the estate upon notice and opportunity for objections and hearing thereon.

Subsection (c) governs use, sale, or lease in the ordinary course of business. If the business of the debtor is authorized to be operated under § 721, 1108, or 1304 of the bankruptcy code, then the trustee may use, sell, or lease property in the ordinary course of business or enter into ordinary course transactions without need for notice and hearing. This power is subject to several limitations. First, the court may restrict the trustee's powers in the order authorizing operation of the business. Second, with respect to cash collateral, the trustee may not use, sell, or lease cash collateral except upon court authorization after notice and a hearing, or with the consent of each entity that has an interest in such cash collateral. The same preliminary hearing procedure in the automatic stay section applies to a hearing under this subsection. In addition, the trustee is required to segregate and account for any cash collateral in the trustee's possession, custody, or control.

Under subsections (d) and (e), the use, sale, or lease of property is further limited by the concept of adequate protection. Sale, use, or lease of property in which an entity other than the estate has an interest may be effected only to the extent not inconsistent with any relief from the stay granted to that interest's holder. Moreover, the court may prohibit or condition the use, sale, or lease as is necessary to provide adequate protection of that interest. Again, the trustee has the burden of proof on the issue of adequate protection. Subsection (e) also provides that where a sale of the property is proposed, an entity that has an interest in such property may bid at the sale thereof and set off against the purchase price up to the amount of such entity's claim. No prior valuation under section 506(a) would limit this bidding right, since the bid at the sale would be determinative of value.

Subsection (f) permits sale of property free and clear of any interest in the property of an entity other than the estate. The trustee may sell free and clear if applicable nonbankruptcy law permits it, if the other entity consents, if the interest is a lien and the sale price of the property is greater than the amount secured by the lien, if the interest is in bona fide dispute, or if the other entity could be compelled to accept a money satisfaction of the interest in a legal or equitable proceeding. Sale under this subsection is subject to the adequate protection requirement. Most often, adequate protection in connection with a sale free and clear of other interests will be to have those interests attach to the proceeds of the sale.

At a sale free and clear of other interests, any holder of any interest in the property being sold will be permitted to bid. If that holder is the high bidder, he will be permitted to offset the value of his interest against

363(H) THIS WAS A BURDENSOM ASSET, AS LONG AS I COULD BRING THE PAYMENTS CURRENT AND KEEP PAYING THEM ON TIME, THE BANKRUPTCY TRUSTEE WOULD HAVE HAD TO REMOVE OUR HOME FROM THE BANKRUPTCY ESTATE, OR PAY TO RELOCATE MY TENTNATS, AND PAID TO RELOCATE AND REIMBURSE ME FOR MY INVESTMENT, NOT A FORCED AUCTION, WHERE WE INSTANTLY LOST OVER $200. WHILE OUR HOME IS WORTH $800K TODAY! SCAM BETWEEN COURTS!

AUTHENTICATED U.S. GOVERNMENT INFORMATION GPO

EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by Pub. L. 109–8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109–8, set out as a note under section 101 of this title.

EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103–394 effective Oct. 22, 1994, and not applicable with respect to cases commenced under this title before Oct. 22, 1994, see section 702 of Pub. L. 103–394, set out as a note under section 101 of this title.

EFFECTIVE DATE OF 1990 AMENDMENT

Pub. L. 101–508, title III, §3007(a)(3), Nov. 5, 1990, 104 Stat. 1388–28, provided that: "The amendments made by this subsection [amending this section and section 541 of this title] shall be effective upon date of enactment of this Act [Nov. 5, 1990]."

Pub. L. 101–508, title III, §3008, Nov. 5, 1990, 104 Stat. 1388–29, provided that the amendments made by subtitle A (§§3001–3008) of title III of Pub. L. 101–508, amending this section, sections 541 and 1328 of this title, and sections 1078, 1078–1, 1078–7, 1085, 1088, and 1091 of Title 20, Education, and provisions set out as a note under section 1078–1 of Title 20, were to cease to be effective Oct. 1, 1996, prior to repeal by Pub. L. 102–325, title XV, §1558, July 23, 1992, 106 Stat. 841.

EFFECTIVE DATE OF 1986 AMENDMENT

Amendment by section 257 of Pub. L. 99–554 effective 30 days after Oct. 27, 1986, but not applicable to cases commenced under this title before that date, see section 302(a), (c)(1) of Pub. L. 99–554, set out as a note under section 581 of Title 28, Judiciary and Judicial Procedure.

Amendment by section 283 of Pub. L. 99–554 effective 30 days after Oct. 27, 1986, see section 302(a) of Pub. L. 99–554.

Pub. L. 99–509, title V, §5001(b), Oct. 21, 1986, 100 Stat. 1912, provided that: "The amendments made by subsection (a) of this section [amending this section] shall apply only to petitions filed under section 362 of title 11, United States Code, which are made after August 1, 1986."

EFFECTIVE DATE OF 1984 AMENDMENT

Amendment by Pub. L. 98–353 effective with respect to cases filed 90 days after July 10, 1984, see section 552(a) of Pub. L. 98–353, set out as a note under section 101 of this title.

REPORT TO CONGRESSIONAL COMMITTEES

Pub. L. 99–509, title V, §5001(a), Oct. 21, 1986, 100 Stat. 1911, directed Secretary of Transportation and Secretary of Commerce, before July 1, 1989, to submit reports to Congress on the effects of amendments to 11 U.S.C. 362 by this subsection.

§ 363. Use, sale, or lease of property

(a) In this section, "cash collateral" means cash, negotiable instruments, documents of title, securities, deposit accounts, or other cash equivalents whenever acquired in which the estate and an entity other than the estate have an interest and includes the proceeds, products, offspring, rents, or profits of property and the fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels, or other lodging properties subject to a security interest as provided in section 552(b) of this title, whether existing before or after the commencement of a case under this title.

(b)(1) The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate, except that if the debtor in connection with offering a product or a service discloses to an individual a policy prohibiting the transfer of personally identifiable information about individuals to persons that are not affiliated with the debtor and if such policy is in effect on the date of the commencement of the case, then the trustee may not sell or lease personally identifiable information to any person unless—

(A) such sale or such lease is consistent with such policy; or

(B) after appointment of a consumer privacy ombudsman in accordance with section 332, and after notice and a hearing, the court approves such sale or such lease—

(i) giving due consideration to the facts, circumstances, and conditions of such sale or such lease; and

(ii) finding that no showing was made that such sale or such lease would violate applicable nonbankruptcy law.

(2) If notification is required under subsection (a) of section 7A of the Clayton Act in the case of a transaction under this subsection, then—

(A) notwithstanding subsection (a) of such section, the notification required by such subsection to be given by the debtor shall be given by the trustee; and

(B) notwithstanding subsection (b) of such section, the required waiting period shall end on the 15th day after the date of the receipt, by the Federal Trade Commission and the Assistant Attorney General in charge of the Antitrust Division of the Department of Justice, of the notification required under such subsection (a), unless such waiting period is extended—

(i) pursuant to subsection (e)(2) of such section, in the same manner as such subsection (e)(2) applies to a cash tender offer;

(ii) pursuant to subsection (g)(2) of such section; or

(iii) by the court after notice and a hearing.

(c)(1) If the business of the debtor is authorized to be operated under section 721, 1108, 1203, 1204, or 1304 of this title and unless the court orders otherwise, the trustee may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing.

(2) The trustee may not use, sell, or lease cash collateral under paragraph (1) of this subsection unless—

(A) each entity that has an interest in such cash collateral consents; or

(B) the court, after notice and a hearing, authorizes such use, sale, or lease in accordance with the provisions of this section.

(3) Any hearing under paragraph (2)(B) of this subsection may be a preliminary hearing or may be consolidated with a hearing under subsection (e) of this section, but shall be scheduled in accordance with the needs of the debtor. If the hearing under paragraph (2)(B) of this subsection is a preliminary hearing, the court may authorize such use, sale, or lease only if there is

363(B)(1) I WAS DUE A NOTICE AND A HEARING BY THE TRUSTEE, SHORTLY AFTER MY EX-WIFE (SECRETLY) FILED FOR BANKRUPTCY. MY EX-WIFE HAD COMMITTED TO PAYING THE MORTGAGES AS THE VOLUNTARY PRIMARY BREADWINNER FOR OUR FAMILY SINCE 2011. I HAD NO ACCESS TO THE ACCOUNTS, THE STATEMENTS OR NOTICES. I HAD NO KNOWLEDGE, NOTICE, OR MEANS OF KNOWING THAT A SINGLE MORTGAGE PAYMENT WAS LATE, LET ALONE THAT SEVERAL WERE DEFAULTED UPON, AND OUR MUTUALLY INVESTED IN (CASH), PURCHASED, AND DEEDED PROPERTY WAS AT RISK!

the purchase price of the property. Thus, in the most common situation, a holder of a lien on property being sold may bid at the sale and, if successful, may offset the amount owed to him that is secured by the lien on the property (but may not offset other amounts owed to him) against the purchase price, and be liable to the trustee for the balance of the sale price, if any.

Subsection (g) permits the trustee to sell free and clear of any vested or contingent right in the nature of *dower or curtesy*.

Subsection (h) permits sale of a co-owner's interest in property in which the debtor had an undivided ownership interest such as a joint tenancy, a tenancy in common, or a tenancy by the entirety. Such a sale is permissible only if partition is impracticable, if sale of the estate's interest would realize significantly less for the estate that sale of the property free of the interests of the co-owners, and if the benefit to the estate of such a sale outweighs any detriment to the co-owners. This subsection does not apply to a co-owner's interest in a public utility when a disruption of the utilities services could result.

Subsection (i) provides protections for co-owners and spouses with dower, curtesy, or community property rights. It gives a right of first refusal to the co-owner or spouse at the price at which the sale is to be consummated.

Subsection (j) requires the trustee to distribute to the spouse or co-owner the appropriate portion of the proceeds of the sale, less certain administrative expenses.

Subsection (k) [enacted as (*l*)] permits the trustee to use, sell, or lease property notwithstanding certain bankruptcy or ipso facto clauses that terminate the debtor's interest in the property or that work a forfeiture or modification of that interest. This subsection is not as broad as the anti-ipso facto provision in proposed 11 U.S.C. 541(c)(1).

Subsection (*l*) [enacted as (m)] protects good faith purchasers of property sold under this section from a reversal on appeal of the sale authorization, unless the authorization for the sale and the sale itself were stayed pending appeal. The purchaser's knowledge of the appeal is irrelevant to the issue of good faith.

Subsection (m) [enacted as (n)] is directed at collusive bidding on property sold under this section. It permits the trustee to void a sale if the price of the sale was controlled by an agreement among potential bidders. The trustees may also recover the excess of the value of the property over the purchase price, and may recover any costs, attorney's fees, or expenses incurred in voiding the sale or recovering the difference. In addition, the court is authorized to grant judgment in favor of the estate and against the collusive bidder if the agreement controlling the sale price was entered into in willful disregard of this subsection. The subsection does not specify the precise measure of damages, but simply provides for punitive damages, to be fixed in light of the circumstances.

REFERENCES IN TEXT

Section 7A of the Clayton Act, referred to in subsec. (b)(2), is classified to section 18a of Title 15, Commerce and Trade.

The Truth in Lending Act, referred to in subsec. (*o*), is title I of Pub. L. 90–321, May 29, 1968, 82 Stat. 146, as amended, which is classified generally to subchapter I (§1601 et seq.) of chapter 41 of Title 15, Commerce and Trade. For complete classification of this Act to the Code, see Short Title note set out under section 1601 of Title 15 and Tables.

AMENDMENTS

2010—Subsec. (d). Pub. L. 111–327, §2(a)(13)(A), struck out "only" before dash at end of introductory provisions.

Subsec. (d)(1). Pub. L. 111–327, §2(a)(13)(B), amended par. (1) generally. Prior to amendment, par. (1) read as follows: "in accordance with applicable nonbankruptcy law that governs the transfer of property by a corporation or trust that is not a moneyed, business, or commercial corporation or trust; and".

Subsec. (d)(2). Pub. L. 111–327, §2(a)(13)(C), inserted "only" before "to the extent".

2005—Subsec. (b)(1). Pub. L. 109–8, §231(a), substituted ", except that if the debtor in connection with offering a product or a service discloses to an individual a policy prohibiting the transfer of personally identifiable information about individuals to persons that are not affiliated with the debtor and if such policy is in effect on the date of the commencement of the case, then the trustee may not sell or lease personally identifiable information to any person unless—" and subpars. (A) and (B) for period at end.

Subsec. (d). Pub. L. 109–8, §1221(a), substituted "only—" and pars. (1) and (2) for "only to the extent not inconsistent with any relief granted under section 362(c), 362(d), 362(e), or 362(f) of this title."

Subsecs. (*o*), (p). Pub. L. 109–8, §204, added subsec. (*o*) and redesignated former subsec. (*o*) as (p).

1994—Subsec. (a). Pub. L. 103–394, §214(b), inserted "and the fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels, or other lodging properties" after "property".

Subsec. (b)(2). Pub. L. 103–394, §§109, 501(d)(8)(A), struck out "(15 U.S.C. 18a)" after "Clayton Act" and amended subpars. (A) and (B) generally. Prior to amendment, subpars. (A) and (B) read as follows:

"(A) notwithstanding subsection (a) of such section, such notification shall be given by the trustee; and

"(B) notwithstanding subsection (b) of such section, the required waiting period shall end on the tenth day after the date of the receipt of such notification, unless the court, after notice and hearing, orders otherwise."

Subsec. (c)(1). Pub. L. 103–394, §501(d)(8)(B), substituted "1203, 1204, or 1304" for "1304, 1203, or 1204".

Subsec. (e). Pub. L. 103–394, §219(c), inserted at end "This subsection also applies to property that is subject to any unexpired lease of personal property (to the exclusion of such property being subject to an order to grant relief from the stay under section 362)."

1986—Subsec. (c)(1). Pub. L. 99–554, §257(k)(1), inserted reference to sections 1203 and 1204 of this title.

Subsec. (*l*). Pub. L. 99–554, §257(k)(2), inserted reference to chapter 12.

1984—Subsec. (a). Pub. L. 98–353, §442(a), inserted "whenever acquired" after "equivalents" and "and includes the proceeds, products, offspring, rents, or profits of property subject to a security interest as provided in section 552(b) of this title, whether existing before or after the commencement of a case under this title" after "interest".

Subsec. (b). Pub. L. 98–353, §442(b), designated existing provisions as par. (1) and added par. (2).

Subsec. (e). Pub. L. 98–353, §442(c), inserted ", with or without a hearing," after "court" and struck out "In any hearing under this section, the trustee has the burden of proof on the issue of adequate protection".

Subsec. (f)(3). Pub. L. 98–353, §442(d), substituted "all liens on such property" for "such interest".

Subsec. (h). Pub. L. 98–353, §442(e), substituted "at the time of" for "immediately before".

Subsec. (j). Pub. L. 98–353, §442(f), substituted "compensation" for "compenation".

Subsec. (k). Pub. L. 98–353, §442(g), substituted "unless the court for cause orders otherwise the holder of such claim may bid at such sale, and, if the holder" for "if the holder".

Subsec. (*l*). Pub. L. 98–353, §442(h), substituted "Subject to the provisions of section 365, the trustee" for "The trustee", "condition" for "conditions", "or the taking" for "a taking", and "interest" for "interests".

Subsec. (n). Pub. L. 98–353, §442(i), substituted "avoid" for "void", "avoiding" for "voiding", and "In addition to any recovery under the preceding sentence, the court may grant judgment for punitive damages in favor of the estate and against any such party that entered into such an agreement in willful disregard of

363(h) WOULD HAVE ONLY ALLOWED THIS SALE (PROVIDED I COULD BRING THE PAYMENTS CURRENT AND MAINTAIN THEM) IF THE BENEFIT TO THE ESTATE OF SUCH A SALE OUTWEIGHS ANY DETRIMENT TO THE CO-OWNERS. WHICH IS LITERALLY IMPOSSIBLE! SHE HAD ROUGHLY $40K OF UNSECURE DEBT, OUR MARITAL DEBTS LEFT IN MY NAME WERE NEVER GIVEN ANY CONSIDERATION, NOR WAS A PENNY APPLIED TO MY MARITAL DEBTS, OR PAID TO ME FOR MY INVESTMENTS. WE INSTANTLY LOST OVER $200K FROM OUR CASH INVESTMENTS, PLUS I LOST A MILLION DOLLAR RETIREMENT INVESTMENT, WHICH THIS PROPERTY WAS THE WHOLE OF. WORTH $800K TODAY, WITH ONLY $300K OWED!

this subsection" for "The court may grant judgment in favor of the estate and against any such party that entered into such agreement in willful disregard of this subsection for punitive damages in addition to any recovery under the preceding sentence".

Subsec. (*o*). Pub. L. 98–353, § 442(j), added subsec. (*o*).

EFFECTIVE DATE OF 2005 AMENDMENT

Pub. L. 109–8, title XII, § 1221(d), Apr. 20, 2005, 119 Stat. 196, provided that: "The amendments made by this section [amending this section and sections 541 and 1129 of this title and enacting provisions set out as a note under this section] shall apply to a case pending under title 11, United States Code, on the date of enactment of this Act [Apr. 20, 2005], or filed under that title on or after that date of enactment, except that the court shall not confirm a plan under chapter 11 of title 11, United States Code, without considering whether this section would substantially affect the rights of a party in interest who first acquired rights with respect to the debtor after the date of the filing of the petition. The parties who may appear and be heard in a proceeding under this section include the attorney general of the State in which the debtor is incorporated, was formed, or does business."

Amendment by sections 204 and 231(a) of Pub. L. 109–8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109–8, set out as a note under section 101 of this title.

EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103–394 effective Oct. 22, 1994, and not applicable with respect to cases commenced under this title before Oct. 22, 1994, see section 702 of Pub. L. 103–394, set out as a note under section 101 of this title.

EFFECTIVE DATE OF 1986 AMENDMENT

Amendment by Pub. L. 99–554 effective 30 days after Oct. 27, 1986, but not applicable to cases commenced under this title before that date, see section 302(a), (c)(1) of Pub. L. 99–554, set out as a note under section 581 of Title 28, Judiciary and Judicial Procedure.

EFFECTIVE DATE OF 1984 AMENDMENT

Amendment by Pub. L. 98–353 effective with respect to cases filed 90 days after July 10, 1984, see section 552(a) of Pub. L. 98–353, set out as a note under section 101 of this title.

CONSTRUCTION OF SECTION 1221 OF PUB. L. 109–8

Pub. L. 109–8, title XII, § 1221(e), Apr. 20, 2005, 119 Stat. 196, provided that: "Nothing in this section [see Effective Date of 2005 Amendment note above] shall be construed to require the court in which a case under chapter 11 of title 11, United States Code, is pending to remand or refer any proceeding, issue, or controversy to any other court or to require the approval of any other court for the transfer of property."

§ 364. Obtaining credit

(a) If the trustee is authorized to operate the business of the debtor under section 721, 1108, 1203, 1204, or 1304 of this title, unless the court orders otherwise, the trustee may obtain unsecured credit and incur unsecured debt in the ordinary course of business allowable under section 503(b)(1) of this title as an administrative expense.

(b) The court, after notice and a hearing, may authorize the trustee to obtain unsecured credit or to incur unsecured debt other than under subsection (a) of this section, allowable under section 503(b)(1) of this title as an administrative expense.

(c) If the trustee is unable to obtain unsecured credit allowable under section 503(b)(1) of this title as an administrative expense, the court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt—

(1) with priority over any or all administrative expenses of the kind specified in section 503(b) or 507(b) of this title;

(2) secured by a lien on property of the estate that is not otherwise subject to a lien; or

(3) secured by a junior lien on property of the estate that is subject to a lien.

(d)(1) The court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt secured by a senior or equal lien on property of the estate that is subject to a lien only if—

(A) the trustee is unable to obtain such credit otherwise; and

(B) there is adequate protection of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted.

(2) In any hearing under this subsection, the trustee has the burden of proof on the issue of adequate protection.

(e) The reversal or modification on appeal of an authorization under this section to obtain credit or incur debt, or of a grant under this section of a priority or a lien, does not affect the validity of any debt so incurred, or any priority or lien so granted, to an entity that extended such credit in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal.

(f) Except with respect to an entity that is an underwriter as defined in section 1145(b) of this title, section 5 of the Securities Act of 1933, the Trust Indenture Act of 1939, and any State or local law requiring registration for offer or sale of a security or registration or licensing of an issuer of, underwriter of, or broker or dealer in, a security does not apply to the offer or sale under this section of a security that is not an equity security.

(Pub. L. 95–598, Nov. 6, 1978, 92 Stat. 2574; Pub. L. 99–554, title II, § 257(*l*), Oct. 27, 1986, 100 Stat. 3115; Pub. L. 103–394, title V, § 501(d)(9), Oct. 22, 1994, 108 Stat. 4144.)

HISTORICAL AND REVISION NOTES

LEGISLATIVE STATEMENTS

Section 364(f) of the House amendment is new. This provision continues the exemption found in section 3(a)(7) of the Securities Act of 1933 [15 U.S.C. 77c(a)(7)] for certificates of indebtedness issued by a trustee in bankruptcy. The exemption applies to any debt security issued under section 364 of title 11. The section does not intend to change present law which exempts such securities from the Trust Indenture Act, 15 U.S.C. 77aaa, et seq. (1976).

SENATE REPORT NO. 95–989

This section is derived from provisions in current law governing certificates of indebtedness, but is much broader. It governs all obtaining of credit and incurring of debt by the estate.

Subsection (a) authorizes the obtaining of unsecured credit and the incurring of unsecured debt in the ordi-

363(H) PLUS THIS FORCED AUCTION RENDERED ME HOMELESS WITHOUT ANY INCOME, STRAIGHT FROM A BEAUTIFUL HOME WITH PROVISION PAID BY MY TENANTS. THIS DEPRIVED ME OF MY PROPERTY INTEREST IN MY ONLY STREAM OF INCOME, MY PROPERTY INTEREST IN MY SHELTER, MY PROVISION, AND THE WHOLE OF MY PREMARITAL RETIREMENT SAVINGS, WITHOUT ONE PENNY TO MY BENEFIT, OR NOTICE BY WHICH I COULD SAVE MY PROPERTY INTEREST, OR AT LEAST TRY TO MITIGATE MY LOSSES IN MY PROPERTY INTERESTS! WHILE THE BANKRUPTCY WAS FILED MONTHS BEFORE THE DIVORCE, GIVING CIRCUIT COURT JURISDICTION! CRIME BETWEEN COURTS & COUNSEL!

Editorial Notes

AMENDMENTS

2010—Subsec. (b). Pub. L. 111–327 substituted "Schedules, and Statement of Financial Affairs, and in some cases a Statement of Intention," for "Schedules and Statement of Financial Affairs, as well as in some cases a Statement of Intention" in third sentence of fourth undesignated par.

Statutory Notes and Related Subsidiaries

EFFECTIVE DATE

Section effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109–8, set out as an Effective Date of 2005 Amendment note under section 101 of this title.

§ 528. Requirements for debt relief agencies

(a) A debt relief agency shall—

(1) not later than 5 business days after the first date on which such agency provides any bankruptcy assistance services to an assisted person, but prior to such assisted person's petition under this title being filed, execute a written contract with such assisted person that explains clearly and conspicuously—

(A) the services such agency will provide to such assisted person; and

(B) the fees or charges for such services, and the terms of payment;

(2) provide the assisted person with a copy of the fully executed and completed contract;

(3) clearly and conspicuously disclose in any advertisement of bankruptcy assistance services or of the benefits of bankruptcy directed to the general public (whether in general media, seminars or specific mailings, telephonic or electronic messages, or otherwise) that the services or benefits are with respect to bankruptcy relief under this title; and

(4) clearly and conspicuously use the following statement in such advertisement: "We are a debt relief agency. We help people file for bankruptcy relief under the Bankruptcy Code." or a substantially similar statement.

(b)(1) An advertisement of bankruptcy assistance services or of the benefits of bankruptcy directed to the general public includes—

(A) descriptions of bankruptcy assistance in connection with a chapter 13 plan whether or not chapter 13 is specifically mentioned in such advertisement; and

(B) statements such as "federally supervised repayment plan" or "Federal debt restructuring help" or other similar statements that could lead a reasonable consumer to believe that debt counseling was being offered when in fact the services were directed to providing bankruptcy assistance with a chapter 13 plan or other form of bankruptcy relief under this title.

(2) An advertisement, directed to the general public, indicating that the debt relief agency provides assistance with respect to credit defaults, mortgage foreclosures, eviction proceedings, excessive debt, debt collection pressure, or inability to pay any consumer debt shall—

(A) disclose clearly and conspicuously in such advertisement that the assistance may involve bankruptcy relief under this title; and

(B) include the following statement: "We are a debt relief agency. We help people file for bankruptcy relief under the Bankruptcy Code." or a substantially similar statement.

(Added Pub. L. 109–8, title II, § 229(a), Apr. 20, 2005, 119 Stat. 71.)

Statutory Notes and Related Subsidiaries

EFFECTIVE DATE

Section effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109–8, set out as an Effective Date of 2005 Amendment note under section 101 of this title.

SUBCHAPTER III—THE ESTATE

§ 541. Property of the estate

(a) The commencement of a case under section 301, 302, or 303 of this title creates an estate. Such estate is comprised of all the following property, wherever located and by whomever held:

(1) Except as provided in subsections (b) and (c)(2) of this section, all legal or equitable interests of the debtor in property as of the commencement of the case.

(2) All interests of the debtor and the debtor's spouse in community property as of the commencement of the case that is—

(A) under the sole, equal, or joint management and control of the debtor; or

(B) liable for an allowable claim against the debtor, or for both an allowable claim against the debtor and an allowable claim against the debtor's spouse, to the extent that such interest is so liable.

(3) Any interest in property that the trustee recovers under section 329(b), 363(n), 543, 550, 553, or 723 of this title.

(4) Any interest in property preserved for the benefit of or ordered transferred to the estate under section 510(c) or 551 of this title.

(5) Any interest in property that would have been property of the estate if such interest had been an interest of the debtor on the date of the filing of the petition, and that the debtor acquires or becomes entitled to acquire within 180 days after such date—

(A) by bequest, devise, or inheritance;

(B) as a result of a property settlement agreement with the debtor's spouse, or of an interlocutory or final divorce decree; or

(C) as a beneficiary of a life insurance policy or of a death benefit plan.

(6) Proceeds, product, offspring, rents, or profits of or from property of the estate, except such as are earnings from services performed by an individual debtor after the commencement of the case.

(7) Any interest in property that the estate acquires after the commencement of the case.

(b) Property of the estate does not include—

(1) any power that the debtor may exercise solely for the benefit of an entity other than the debtor;

(2) any interest of the debtor as a lessee under a lease of nonresidential real property that has terminated at the expiration of the stated term of such lease before the commencement of the case under this title, and ceases to include any interest of the debtor as a lessee under a lease of nonresidential real property that has terminated at the expiration of the stated term of such lease during the case;

(3) any eligibility of the debtor to participate in programs authorized under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.; 42 U.S.C. 2751 et seq.),[1] or any accreditation status or State licensure of the debtor as an educational institution;

(4) any interest of the debtor in liquid or gaseous hydrocarbons to the extent that—

(A)(i) the debtor has transferred or has agreed to transfer such interest pursuant to a farmout agreement or any written agreement directly related to a farmout agreement; and

(ii) but for the operation of this paragraph, the estate could include the interest referred to in clause (i) only by virtue of section 365 or 544(a)(3) of this title; or

(B)(i) the debtor has transferred such interest pursuant to a written conveyance of a production payment to an entity that does not participate in the operation of the property from which such production payment is transferred; and

(ii) but for the operation of this paragraph, the estate could include the interest referred to in clause (i) only by virtue of section 365 or 542 of this title;

(5) funds placed in an education individual retirement account (as defined in section 530(b)(1) of the Internal Revenue Code of 1986) not later than 365 days before the date of the filing of the petition in a case under this title, but—

(A) only if the designated beneficiary of such account was a child, stepchild, grandchild, or stepgrandchild of the debtor for the taxable year for which funds were placed in such account;

(B) only to the extent that such funds—

(i) are not pledged or promised to any entity in connection with any extension of credit; and

(ii) are not excess contributions (as described in section 4973(e) of the Internal Revenue Code of 1986); and

(C) in the case of funds placed in all such accounts having the same designated beneficiary not earlier than 720 days nor later than 365 days before such date, only so much of such funds as does not exceed $5,000;[2]

(6) funds used to purchase a tuition credit or certificate or contributed to an account in accordance with section 529(b)(1)(A) of the Internal Revenue Code of 1986 under a qualified State tuition program (as defined in section 529(b)(1) of such Code) not later than 365 days before the date of the filing of the petition in a case under this title, but—

(A) only if the designated beneficiary of the amounts paid or contributed to such tuition program was a child, stepchild, grandchild, or stepgrandchild of the debtor for the taxable year for which funds were paid or contributed;

(B) with respect to the aggregate amount paid or contributed to such program having the same designated beneficiary, only so much of such amount as does not exceed the total contributions permitted under section 529(b)(6) of such Code with respect to such beneficiary, as adjusted beginning on the date of the filing of the petition in a case under this title by the annual increase or decrease (rounded to the nearest tenth of 1 percent) in the education expenditure category of the Consumer Price Index prepared by the Department of Labor; and

(C) in the case of funds paid or contributed to such program having the same designated beneficiary not earlier than 720 days nor later than 365 days before such date, only so much of such funds as does not exceed $5,000;[2]

(7) any amount—

(A) withheld by an employer from the wages of employees for payment as contributions—

(i) to—

(I) an employee benefit plan that is subject to title I of the Employee Retirement Income Security Act of 1974 or under an employee benefit plan which is a governmental plan under section 414(d) of the Internal Revenue Code of 1986;

(II) a deferred compensation plan under section 457 of the Internal Revenue Code of 1986; or

(III) a tax-deferred annuity under section 403(b) of the Internal Revenue Code of 1986;

except that such amount under this subparagraph shall not constitute disposable income as defined in section 1325(b)(2); or

(ii) to a health insurance plan regulated by State law whether or not subject to such title; or

(B) received by an employer from employees for payment as contributions—

(i) to—

(I) an employee benefit plan that is subject to title I of the Employee Retirement Income Security Act of 1974 or under an employee benefit plan which is a governmental plan under section 414(d) of the Internal Revenue Code of 1986;

(II) a deferred compensation plan under section 457 of the Internal Revenue Code of 1986; or

(III) a tax-deferred annuity under section 403(b) of the Internal Revenue Code of 1986;

except that such amount under this subparagraph shall not constitute disposable income, as defined in section 1325(b)(2); or

(ii) to a health insurance plan regulated by State law whether or not subject to such title;

[1] See References in Text note below.

[2] See Adjustment of Dollar Amounts notes below.

(8) subject to subchapter III of chapter 5, any interest of the debtor in property where the debtor pledged or sold tangible personal property (other than securities or written or printed evidences of indebtedness or title) as collateral for a loan or advance of money given by a person licensed under law to make such loans or advances, where—

(A) the tangible personal property is in the possession of the pledgee or transferee;

(B) the debtor has no obligation to repay the money, redeem the collateral, or buy back the property at a stipulated price; and

(C) neither the debtor nor the trustee have exercised any right to redeem provided under the contract or State law, in a timely manner as provided under State law and section 108(b);

(9) any interest in cash or cash equivalents that constitute proceeds of a sale by the debtor of a money order that is made—

(A) on or after the date that is 14 days prior to the date on which the petition is filed; and

(B) under an agreement with a money order issuer that prohibits the commingling of such proceeds with property of the debtor (notwithstanding that, contrary to the agreement, the proceeds may have been commingled with property of the debtor),

unless the money order issuer had not taken action, prior to the filing of the petition, to require compliance with the prohibition;

(10) funds placed in an account of a qualified ABLE program (as defined in section 529A(b) of the Internal Revenue Code of 1986) not later than 365 days before the date of the filing of the petition in a case under this title, but—

(A) only if the designated beneficiary of such account was a child, stepchild, grandchild, or stepgrandchild of the debtor for the taxable year for which funds were placed in such account;

(B) only to the extent that such funds—

(i) are not pledged or promised to any entity in connection with any extension of credit; and

(ii) are not excess contributions (as described in section 4973(h) of the Internal Revenue Code of 1986); and

(C) in the case of funds placed in all such accounts having the same designated beneficiary not earlier than 720 days nor later than 365 days before such date, only so much of such funds as does not exceed $6,225;[2] or

(11) recovery rebates made under section 6428 of the Internal Revenue Code of 1986.

Paragraph (4) shall not be construed to exclude from the estate any consideration the debtor retains, receives, or is entitled to receive for transferring an interest in liquid or gaseous hydrocarbons pursuant to a farmout agreement.

(c)(1) Except as provided in paragraph (2) of this subsection, an interest of the debtor in property becomes property of the estate under subsection (a)(1), (a)(2), or (a)(5) of this section notwithstanding any provision in an agreement, transfer instrument, or applicable nonbankruptcy law—

(A) that restricts or conditions transfer of such interest by the debtor; or

(B) that is conditioned on the insolvency or financial condition of the debtor, on the commencement of a case under this title, or on the appointment of or taking possession by a trustee in a case under this title or a custodian before such commencement, and that effects or gives an option to effect a forfeiture, modification, or termination of the debtor's interest in property.

(2) A restriction on the transfer of a beneficial interest of the debtor in a trust that is enforceable under applicable nonbankruptcy law is enforceable in a case under this title.

(d) Property in which the debtor holds, as of the commencement of the case, only legal title and not an equitable interest, such as a mortgage secured by real property, or an interest in such a mortgage, sold by the debtor but as to which the debtor retains legal title to service or supervise the servicing of such mortgage or interest, becomes property of the estate under subsection (a)(1) or (2) of this section only to the extent of the debtor's legal title to such property, but not to the extent of any equitable interest in such property that the debtor does not hold.

(e) In determining whether any of the relationships specified in paragraph (5)(A) or (6)(A) of subsection (b) exists, a legally adopted child of an individual (and a child who is a member of an individual's household, if placed with such individual by an authorized placement agency for legal adoption by such individual), or a foster child of an individual (if such child has as the child's principal place of abode the home of the debtor and is a member of the debtor's household) shall be treated as a child of such individual by blood.

(f) Notwithstanding any other provision of this title, property that is held by a debtor that is a corporation described in section 501(c)(3) of the Internal Revenue Code of 1986 and exempt from tax under section 501(a) of such Code may be transferred to an entity that is not such a corporation, but only under the same conditions as would apply if the debtor had not filed a case under this title.

(Pub. L. 95–598, Nov. 6, 1978, 92 Stat. 2594; Pub. L. 98–353, title III, §§ 363(a), 456, July 10, 1984, 98 Stat. 363, 376; Pub. L. 101–508, title III, § 3007(a)(2), Nov. 5, 1990, 104 Stat. 1388–28; Pub. L. 102–486, title XXX, § 3017(b), Oct. 24, 1992, 106 Stat. 3130; Pub. L. 103–394, title II, §§ 208(b), 223, Oct. 22, 1994, 108 Stat. 4124, 4129; Pub. L. 109–8, title II, § 225(a), title III, § 323, title XII, §§ 1212, 1221(c), 1230, Apr. 20, 2005, 119 Stat. 65, 97, 194, 196, 201; Pub. L. 111–327, § 2(a)(22), Dec. 22, 2010, 124 Stat. 3560; Pub. L. 113–295, div. B, title I, § 104(a), Dec. 19, 2014, 128 Stat. 4063; Pub. L. 116–260, div. FF, title X, § 1001(a), Dec. 27, 2020, 134 Stat. 3216.)

AMENDMENT OF SUBSECTION (b)

Pub. L. 116–260, div. FF, title X, § 1001(a)(2), Dec. 27, 2020, 134 Stat. 3216, provided that, effective on the date that is 1 year after Dec. 27, 2020, subsection (b) of this section is amended:

(1) in paragraph (9), in the matter following subparagraph (B), by adding "or" at the end;

(2) in paragraph (10)(C), by striking "; or" and inserting a period; and

(3) by striking paragraph (11).

See 2020 Amendment note below.

HISTORICAL AND REVISION NOTES

LEGISLATIVE STATEMENTS

Section 541(a)(7) is new. The provision clarifies that any interest in property that the estate acquires after the commencement of the case is property of the estate; for example, if the estate enters into a contract, after the commencement of the case, such a contract would be property of the estate. The addition of this provision by the House amendment merely clarifies that section 541(a) is an all-embracing definition which includes charges on property, such as liens held by the debtor on property of a third party, or beneficial rights and interests that the debtor may have in property of another. However, only the debtor's interest in such property becomes property of the estate. If the debtor holds bare legal title or holds property in trust for another, only those rights which the debtor would have otherwise had emanating from such interest pass to the estate under section 541. Neither this section nor section 545 will affect various statutory provisions that give a creditor a lien that is valid both inside and outside bankruptcy against a bona fide purchaser of property from the debtor, or that creates a trust fund for the benefit of creditors meeting similar criteria. See Packers and Stockyards Act § 206, 7 U.S.C. 196 (1976).

Section 541(c)(2) follows the position taken in the House bill and rejects the position taken in the Senate amendment with respect to income limitations on a spend-thrift trust.

Section 541(d) of the House amendment is derived from section 541(e) of the Senate amendment and reiterates the general principle that where the debtor holds bare legal title without any equitable interest, that the estate acquires bare legal title without any equitable interest in the property. The purpose of section 541(d) as applied to the secondary mortgage market is identical to the purpose of section 541(e) of the Senate amendment and section 541(d) will accomplish the same result as would have been accomplished by section 541(e). Even if a mortgage seller retains for purposes of servicing legal title to mortgages or interests in mortgages sold in the secondary mortgage market, the trustee would be required by section 541(d) to turn over the mortgages or interests in mortgages to the purchaser of those mortgages.

The seller of mortgages in the secondary mortgage market will often retain the original mortgage notes and related documents and the seller will not endorse the notes to reflect the sale to the purchaser. Similarly, the purchaser will often not record the purchaser's ownership of the mortgages or interests in mortgages under State recording statutes. These facts are irrelevant and the seller's retention of the mortgage documents and the purchaser's decision not to record do not change the trustee's obligation to turn the mortgages or interests in mortgages over to the purchaser. The application of section 541(d) to secondary mortgage market transactions will not be affected by the terms of the servicing agreement between the mortgage servicer and the purchaser of the mortgages. Under section 541(d), the trustee is required to recognize the purchaser's title to the mortgages or interests in mortgages and to turn this property over to the purchaser. It makes no difference whether the servicer and the purchaser characterize their relationship as one of trust, agency, or independent contractor.

The purpose of section 541(d) as applied to the secondary mortgage market is therefore to make certain that secondary mortgage market sales as they are currently structured are not subject to challenge by bankruptcy trustees and that purchasers of mortgages will be able to obtain the mortgages or interests in mortgages which they have purchased from trustees without the trustees asserting that a sale of mortgages is a loan from the purchaser to the seller.

Thus, as section 541(a)(1) clearly states, the estate is comprised of all legal or equitable interests of the debtor in property as of the commencement of the case. To the extent such an interest is limited in the hands of the debtor, it is equally limited in the hands of the estate except to the extent that defenses which are personal against the debtor are not effective against the estate.

Property of the estate: The Senate amendment provided that property of the estate does not include amounts held by the debtor as trustee and any taxes withheld or collected from others before the commencement of the case. The House amendment removes these two provisions. As to property held by the debtor as a trustee, the House amendment provides that property of the estate will include whatever interest the debtor held in the property at the commencement of the case. Thus, where the debtor held only legal title to the property and the beneficial interest in that property belongs to another, such as exists in the case of property held in trust, the property of the estate includes the legal title, but not the beneficial interest in the property.

As to withheld taxes, the House amendment deletes the rule in the Senate bill as unnecessary since property of the estate does not include the beneficial interest in property held by the debtor as a trustee. Under the Internal Revenue Code of 1954 (section 7501) [26 U.S.C. 7501], the amounts of withheld taxes are held to be a special fund in trust for the United States. Where the Internal Revenue Service can demonstrate that the amounts of taxes withheld are still in the possession of the debtor at the commencement of the case, then if a trust is created, those amounts are not property of the estate. Compare *In re Shakesteers Coffee Shops*, 546 F.2d 821 (9th Cir. 1976) with *In re Glynn Wholesale Building Materials, Inc.* (S.D. Ga. 1978) and *In re Progress Tech Colleges, Inc.*, 42 Aftr 2d 78–5573 (S.D. Ohio 1977).

Where it is not possible for the Internal Revenue Service to demonstrate that the amounts of taxes withheld are still in the possession of the debtor at the commencement of the case, present law generally includes amounts of withheld taxes as property of the estate. See, e.g., *United States v. Randall*, 401 U.S. 513 (1973) [91 S. Ct. 991, 28 L.Ed.2d 273] and *In re Tamasha Town and Country Club*, 483 F.2d 1377 (9th Cir. 1973). Nonetheless, a serious problem exists where "trust fund taxes" withheld from others are held to be property of the estate where the withheld amounts are commingled with other assets of the debtor. The courts should permit the use of reasonable assumptions under which the Internal Revenue Service, and other tax authorities, can demonstrate that amounts of withheld taxes are still in the possession of the debtor at the commencement of the case. For example, where the debtor had commingled that amount of withheld taxes in his general checking account, it might be reasonable to assume that any remaining amounts in that account on the commencement of the case are the withheld taxes. In addition, Congress may consider future amendments to the Internal Revenue Code [title 26] making clear that amounts of withheld taxes are held by the debtor in a trust relationship and, consequently, that such amounts are not property of the estate.

SENATE REPORT NO. 95–989

This section defines property of the estate, and specifies what property becomes property of the estate. The commencement of a bankruptcy case creates an estate. Under paragraph (1) of subsection (a), the estate is comprised of all legal or equitable interest of the debtor in property, wherever located, as of the commencement of the case. The scope of this paragraph is broad. It includes all kinds of property, including tangible or intangible property, causes of action (see Bankruptcy Act § 70a(6) [section 110(a)(6) of former title 11]), and all other forms of property currently specified in section 70a of the Bankruptcy Act § 70a [section 110(a) of former

title 11], as well as property recovered by the trustee under section 542 of proposed title 11, if the property recovered was merely out of the possession of the debtor, yet remained "property of the debtor." The debtor's interest in property also includes "title" to property, which is an interest, just as are a possessory interest, or lease-hold interest, for example. The result of *Segal v. Rochelle*, 382 U.S. 375 (1966), is followed, and the right to a refund is property of the estate.

Though this paragraph will include choses in action and claims by the debtor against others, it is not intended to expand the debtor's rights against others more than they exist at the commencement of the case. For example, if the debtor has a claim that is barred at the time of the commencement of the case by the statute of limitations, then the trustee would not be able to pursue that claim, because he too would be barred. He could take no greater rights than the debtor himself had. But see proposed 11 U.S.C. 108, which would permit the trustee a tolling of the statute of limitations if it had not run before the date of the filing of the petition.

Paragraph (1) has the effect of overruling *Lockwood v. Exchange Bank*, 190 U.S. 294 (1903), because it includes as property of the estate all property of the debtor, even that needed for a fresh start. After the property comes into the estate, then the debtor is permitted to exempt it under proposed 11 U.S.C. 522, and the court will have jurisdiction to determine what property may be exempted and what remains as property of the estate. The broad jurisdictional grant in proposed 28 U.S.C. 1334 would have the effect of overruling *Lockwood* independently of the change made by this provision.

Paragraph (1) also has the effect of overruling *Lines v. Frederick*, 400 U.S. 18 (1970).

Situations occasionally arise where property ostensibly belonging to the debtor will actually not be property of the debtor, but will be held in trust for another. For example, if the debtor has incurred medical bills that were covered by insurance, and the insurance company had sent the payment of the bills to the debtor before the debtor had paid the bill for which the payment was reimbursement, the payment would actually be held in a constructive trust for the person to whom the bill was owed. This section and proposed 11 U.S.C. 545 also will not affect various statutory provisions that give a creditor of the debtor a lien that is valid outside as well as inside bankruptcy, or that creates a trust fund for the benefit of a creditor of the debtor. See Packers and Stockyards Act § 206, 7 U.S.C. 196.

Bankruptcy Act § 8 [section 26 of former title 11] has been deleted as unnecessary. Once the estate is created, no interests in property of the estate remain in the debtor. Consequently, if the debtor dies during the case, only property exempted from property of the estate or acquired by the debtor after the commencement of the case and not included as property of the estate will be available to the representative of the debtor's probate estate. The bankruptcy proceeding will continue in rem with respect to property of the state, and the discharge will apply in personam to relieve the debtor, and thus his probate representative, of liability for dischargeable debts.

The estate also includes the interests of the debtor and the debtor's spouse in community property, subject to certain limitations; property that the trustee recovers under the avoiding powers; property that the debtor acquires by bequest, devise, inheritance, a property settlement agreement with the debtor's spouse, or as the beneficiary of a life insurance policy within 180 days after the petition; and proceeds, product, offspring, rents, and profits of or from property of the estate, except such as are earning from services performed by an individual debtor after the commencement of the case. Proceeds here is not used in a confining sense, as defined in the Uniform Commercial Code, but is intended to be a broad term to encompass all proceeds of property of the estate. The conversion in form of property of the estate does not change its character as property of the estate.

Subsection (b) excludes from property of the estate any power, such as a power of appointment, that the debtor may exercise solely for the benefit of an entity other than the debtor. This changes present law which excludes powers solely benefiting other persons but not other entities.

Subsection (c) invalidates restrictions on the transfer of property of the debtor, in order that all of the interests of the debtor in property will become property of the estate. The provisions invalidated are those that restrict or condition transfer of the debtor's interest, and those that are conditioned on the insolvency or financial condition of the debtor, on the commencement of a bankruptcy case, or on the appointment of a custodian of the debtor's property. Paragraph (2) of subsection (c), however, preserves restrictions on a transfer of a spendthrift trust that the restriction is enforceable nonbankruptcy law to the extent of the income reasonably necessary for the support of a debtor and his dependents.

Subsection (d) [enacted as (e)], derived from section 70c of the Bankruptcy Act [section 110(c) of former title 11], gives the estate the benefit of all defenses available to the debtor as against an entity other than the estate, including such defenses as statutes of limitations, statutes of frauds, usury, and other personal defenses, and makes waiver by the debtor after the commencement of the case ineffective to bind the estate.

Section 541(e) [enacted as (d)] confirms the current status under the Bankruptcy Act [former title 11] of bona fide secondary mortgage market transactions as the purchase and sale of assets. Mortgages or interests in mortgages sold in the secondary market should not be considered as part of the debtor's estate. To permit the efficient servicing of mortgages or interests in mortgages the seller often retains the original mortgage notes and related documents, and the purchaser records under State recording statutes the purchaser's ownership of the mortgages or interests in mortgages purchased. Section 541(e) makes clear that the seller's retention of the mortgage documents and the purchaser's decision not to record do not impair the asset sale character of secondary mortgage market transactions. The committee notes that in secondary mortgage market transactions the parties may characterize their relationship as one of trust, agency, or independent contractor. The characterization adopted by the parties should not affect the statutes in bankruptcy on bona fide secondary mortgage market purchases and sales.

Editorial Notes

References in Text

The Higher Education Act of 1965, referred to in subsec. (b)(3), is Pub. L. 89–329, Nov. 8, 1965, 79 Stat. 1219, which is classified generally to chapter 28 (§ 1001 et seq.) of Title 20, Education. Part C of title IV of the Act was formerly classified to part C (§ 2751 et seq.) of subchapter I of chapter 34 of Title 42, The Public Health and Welfare, prior to transfer to part C (§ 1087–51 et seq.) of subchapter IV of chapter 28 of Title 20. For complete classification of this Act to the Code, see Short Title note set out under section 1001 of Title 20 and Tables.

The Internal Revenue Code of 1986, referred to in subsecs. (b)(5) to (7), (10), (11) and (f), is classified generally to Title 26, Internal Revenue Code.

The Employee Retirement Income Security Act of 1974, referred to in subsec. (b)(7)(A)(i)(I), (B)(i)(I), is Pub. L. 93–406, Sept. 2, 1974, 88 Stat. 829, as amended. Title I of the Act is classified generally to subchapter I (§ 1001 et seq.) of chapter 18 of Title 29, Labor. For complete classification of this Act to the Code, see Short Title note set out under section 1001 of Title 29 and Tables.

Amendments

2020—Subsec. (b)(11). Pub. L. 116–260, § 1001(a)(2), struck out par. (11) which read as follows: "recovery re-

bates made under section 6428 of the Internal Revenue Code of 1986.".

Pub. L. 116–260, §1001(a)(1), added par. (11).

2014—Subsec. (b)(10). Pub. L. 113–295 added par. (10).

2010—Subsec. (b)(6)(B). Pub. L. 111–327 substituted "section 529(b)(6)" for "section 529(b)(7)".

2005—Subsec. (b)(4). Pub. L. 109–8, §225(a)(1)(A), struck out "or" at end.

Subsec. (b)(4)(B)(ii). Pub. L. 109–8, §1212, inserted "365 or" before "542".

Subsec. (b)(5), (6). Pub. L. 109–8, §225(a)(1)(C), added pars. (5) and (6). Former par. (5) redesignated (9).

Subsec. (b)(7). Pub. L. 109–8, §323, added par. (7).

Subsec. (b)(8). Pub. L. 109–8, §1230, added par. (8).

Subsec. (b)(9). Pub. L. 109–8, §225(a)(1)(B), redesignated par. (5) as (9).

Subsec. (e). Pub. L. 109–8, §225(a)(2), added subsec. (e).

Subsec. (f). Pub. L. 109–8, §1221(c), added subsec. (f).

1994—Subsec. (b)(4). Pub. L. 103–394, §208(b), designated existing provisions of subpar. (A) as cl. (i) of subpar. (A), redesignated subpar. (B) as cl. (ii) of subpar. (A), substituted "the interest referred to in clause (i)" for "such interest", substituted "; or" for period at end of cl. (ii), and added subpar. (B).

Pub. L. 103–394, §223(2), which directed the amendment of subsec. (b)(4) by striking out period at end and inserting "; or", was executed by inserting "or" after semicolon at end of subsec. (b)(4)(B)(ii), as added by Pub. L. 103–394, §208(b)(3), to reflect the probable intent of Congress.

Subsec. (b)(5). Pub. L. 103–394, §223, added par. (5).

1992—Subsec. (b). Pub. L. 102–486 added par. (4) and closing provisions.

1990—Subsec. (b)(3). Pub. L. 101–508 added par. (3).

1984—Subsec. (a). Pub. L. 98–353, §456(a)(1), (2), struck out "under" after "under" and inserted "and by whomever held" after "located".

Subsec. (a)(3). Pub. L. 98–353, §456(a)(3), inserted "329(b), 363(n),".

Subsec. (a)(5). Pub. L. 98–353, §456(a)(4), substituted "Any" for "An".

Subsec. (a)(6). Pub. L. 98–353, §456(a)(5), substituted "or profits" for "and profits".

Subsec. (b). Pub. L. 98–353, §363(a), amended subsec. (b) generally. Prior to amendment, subsec. (b) read as follows: "Property of the estate does not include any power that the debtor may only exercise solely for the benefit of an entity other than the debtor."

Subsec. (c)(1). Pub. L. 98–353, §456(b)(1), inserted "in an agreement, transfer, instrument, or applicable nonbankruptcy law".

Subsec. (c)(1)(B). Pub. L. 98–353, §456(b)(2), substituted "taking" for "the taking", and inserted "before such commencement" after "custodian".

Subsec. (d). Pub. L. 98–353, §456(c), inserted "(1) or (2)" after "(a)".

Subsec. (e). Pub. L. 98–353, §456(d), struck out subsec. (e) which read as follows: "The estate shall have the benefit of any defense available to the debtor as against an entity other than the estate, including statutes of limitation, statutes of frauds, usury, and other personal defenses. A waiver of any such defense by the debtor after the commencement of the case does not bind the estate."

Statutory Notes and Related Subsidiaries

EFFECTIVE DATE OF 2020 AMENDMENT

Pub. L. 116–260, div. FF, title X, §1001(a)(2), Dec. 27, 2020, 134 Stat. 3216, provided that the amendment made by section 1001(a)(2) is effective on the date that is 1 year after Dec. 27, 2020.

EFFECTIVE DATE OF 2014 AMENDMENT

Amendment by Pub. L. 113–295 applicable with respect to cases commenced under this title on or after Dec. 19, 2014, see section 104(d) of Pub. L. 113–295, set out as a note under section 521 of this title.

EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by section 1221(c) of Pub. L. 109–8 applicable to cases pending under this title on Apr. 20, 2005, or filed under this title on or after Apr. 20, 2005, with certain exceptions, see section 1221(d) of Pub. L. 109–8, set out as a note under section 363 of this title.

Amendment by sections 225(a), 323, 1212, and 1230 of Pub. L. 109–8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109–8, set out as a note under section 101 of this title.

EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103–394 effective Oct. 22, 1994, and not applicable with respect to cases commenced under this title before Oct. 22, 1994, see section 702 of Pub. L. 103–394, set out as a note under section 101 of this title.

EFFECTIVE DATE OF 1992 AMENDMENT

Amendment by Pub. L. 102–486 effective Oct. 24, 1992, but not applicable with respect to cases commenced under this title before Oct. 24, 1992, see section 3017(c) of Pub. L. 102–486, set out as a note under section 101 of this title.

EFFECTIVE DATE OF 1984 AMENDMENT

Amendment by Pub. L. 98–353 effective with respect to cases filed 90 days after July 10, 1984, see section 552(a) of Pub. L. 98–353, set out as a note under section 101 of this title.

Court Rules and Judicial Documents

ADJUSTMENT OF DOLLAR AMOUNTS

The dollar amounts specified in this section were adjusted by notices of the Judicial Conference of the United States pursuant to section 104 of this title as follows:

By notice dated Feb. 5, 2019, 84 F.R. 3488, effective Apr. 1, 2019, in subsec. (b)(5)(C), (6)(C), (10)(C), dollar amount "6,425" was adjusted to "6,825". See notice of the Judicial Conference of the United States set out as a note under section 104 of this title.

By notice dated Feb. 16, 2016, 81 F.R. 8748, effective Apr. 1, 2016, in subsec. (b)(5)(C), (6)(C), dollar amount "6,225" was adjusted to "6,425".

By notice dated Feb. 12, 2013, 78 F.R. 12089, effective Apr. 1, 2013, in subsec. (b)(5)(C), (6)(C), dollar amount "5,850" was adjusted to "6,225".

By notice dated Feb. 19, 2010, 75 F.R. 8747, effective Apr. 1, 2010, in subsec. (b)(5)(C), (6)(C), dollar amount "5,475" was adjusted to "5,850".

By notice dated Feb. 7, 2007, 72 F.R. 7082, effective Apr. 1, 2007, in subsec. (b)(5)(C), (6)(C), dollar amount "5,000" was adjusted to "5,475".

§ 542. Turnover of property to the estate

(a) Except as provided in subsection (c) or (d) of this section, an entity, other than a custodian, in possession, custody, or control, during the case, of property that the trustee may use, sell, or lease under section 363 of this title, or that the debtor may exempt under section 522 of this title, shall deliver to the trustee, and account for, such property or the value of such property, unless such property is of inconsequential value or benefit to the estate.

(b) Except as provided in subsection (c) or (d) of this section, an entity that owes a debt that is property of the estate and that is matured, payable on demand, or payable on order, shall pay such debt to, or on the order of, the trustee, except to the extent that such debt may be offset under section 553 of this title against a claim against the debtor.

(c) Except as provided in section 362(a)(7) of this title, an entity that has neither actual no-

(D) Subparagraphs (A) through (C) shall not apply, and the court may not dismiss or convert a case based on any form of means testing—

(i) if the debtor is a disabled veteran (as defined in section 3741(1) of title 38), and the indebtedness occurred primarily during a period during which he or she was—

(I) on active duty (as defined in section 101(d)(1) of title 10); or

(II) performing a homeland defense activity (as defined in section 901(1) of title 32); or

(ii) with respect to the debtor, while the debtor is—

(I) on, and during the 540-day period beginning immediately after the debtor is released from, a period of active duty (as defined in section 101(d)(1) of title 10) of not less than 90 days; or

(II) performing, and during the 540-day period beginning immediately after the debtor is no longer performing, a homeland defense activity (as defined in section 901(1) of title 32) performed for a period of not less than 90 days;

if after September 11, 2001, the debtor while a member of a reserve component of the Armed Forces or a member of the National Guard, was called to such active duty or performed such homeland defense activity.

(3) In considering under paragraph (1) whether the granting of relief would be an abuse of the provisions of this chapter in a case in which the presumption in paragraph (2)(A)(i) does not arise or is rebutted, the court shall consider—

(A) whether the debtor filed the petition in bad faith; or

(B) the totality of the circumstances (including whether the debtor seeks to reject a personal services contract and the financial need for such rejection as sought by the debtor) of the debtor's financial situation demonstrates abuse.

(4)(A) The court, on its own initiative or on the motion of a party in interest, in accordance with the procedures described in rule 9011 of the Federal Rules of Bankruptcy Procedure, may order the attorney for the debtor to reimburse the trustee for all reasonable costs in prosecuting a motion filed under section 707(b), including reasonable attorneys' fees, if—

(i) a trustee files a motion for dismissal or conversion under this subsection; and

(ii) the court—

(I) grants such motion; and

(II) finds that the action of the attorney for the debtor in filing a case under this chapter violated rule 9011 of the Federal Rules of Bankruptcy Procedure.

(B) If the court finds that the attorney for the debtor violated rule 9011 of the Federal Rules of Bankruptcy Procedure, the court, on its own initiative or on the motion of a party in interest, in accordance with such procedures, may order—

(i) the assessment of an appropriate civil penalty against the attorney for the debtor; and

(ii) the payment of such civil penalty to the trustee, the United States trustee (or the bankruptcy administrator, if any).

(C) 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).

(D) The signature of an attorney on the petition shall constitute a certification that the attorney has no knowledge after an inquiry that the information in the schedules filed with such petition is incorrect.

(5)(A) Except as provided in subparagraph (B) and subject to paragraph (6), the court, on its own initiative or on the motion of a party in interest, in accordance with the procedures described in rule 9011 of the Federal Rules of Bankruptcy Procedure, may award a debtor all reasonable costs (including reasonable attorneys' fees) in contesting a motion filed by a party in interest (other than a trustee or United States trustee (or bankruptcy administrator, if any)) under this subsection if—

(i) the court does not grant the motion; and

(ii) the court finds that—

(I) the position of the party that filed the motion violated rule 9011 of the Federal Rules of Bankruptcy Procedure; or

(II) the attorney (if any) who filed the motion did not comply with the requirements of clauses (i) and (ii) of paragraph (4)(C), and the motion was made solely for the purpose of coercing a debtor into waiving a right guaranteed to the debtor under this title.

(B) A small business that has a claim of an aggregate amount less than $1,000[1] shall not be subject to subparagraph (A)(ii)(I).

(C) For purposes of this paragraph—

(i) the term ''small business'' means an unincorporated business, partnership, corporation, association, or organization that—

(I) has fewer than 25 full-time employees as determined on the date on which the motion is filed; and

(II) is engaged in commercial or business activity; and

(ii) the number of employees of a wholly owned subsidiary of a corporation includes the employees of—

(I) a parent corporation; and

(II) any other subsidiary corporation of the parent corporation.

(6) Only the judge or United States trustee (or bankruptcy administrator, if any) may file a motion under section 707(b), if the current monthly income of the debtor, or in a joint case, the debtor and the debtor's spouse, as of the date of the order for relief, when multiplied by 12, is equal to or less than—

(A) in the case of a debtor in a household of 1 person, the median family income of the applicable State for 1 earner;

(B) in the case of a debtor in a household of 2, 3, or 4 individuals, the highest median fam-

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"(B) any amount by which the percentage fee fixed under paragraph (1)(B) of this subsection for all such cases exceeds—

"(i) such individual's actual compensation for such cases, as adjusted under subparagraph (A) of this paragraph; plus

"(ii) the actual, necessary expenses incurred by such individual as standing trustee in such cases."

See section 586(b) and (e) of Title 28, Judiciary and Judicial Procedure.

EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by section 219(c) of Pub. L. 109–8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109–8, set out as a note under section 101 of this title.

EFFECTIVE DATE

Section effective 30 days after Oct. 27, 1986, and before the amendment by section 227 of Pub. L. 99–554, see section 302(c)(2) of Pub. L. 99–554, set out as an Effective Date of 1986 Amendment note under section 581 of Title 28, Judiciary and Judicial Procedure.

Effective date and applicability of amendment by section 227 of Pub. L. 99–554 dependent upon the judicial district involved, see section 302(d), (e) of Pub. L. 99–554.

REFERENCES IN SUBSECTION (a) TEMPORARILY DEEMED TO BE REFERENCES TO OTHER PROVISIONS

Until the amendments made by subtitle A (§§ 201 to 231) of title II of Pub. L. 99–554 become effective in a district and apply to a case, in subsec. (a) of this section—

(1) the first two references to the United States trustee are deemed to be references to the court, and

(2) any reference to section 586(b) of Title 28, Judiciary and Judicial Procedure, is deemed to be a reference to subsec. (c) of this section,

see section 302(c)(3)(B), (d), (e) of Pub. L. 99–554, set out as an Effective Date note under section 581 of Title 28.

§ 1203. Rights and powers of debtor

Subject to such limitations as the court may prescribe, a debtor in possession shall have all the rights, other than the right to compensation under section 330, and powers, and shall perform all the functions and duties, except the duties specified in paragraphs (3) and (4) of section 1106(a), of a trustee serving in a case under chapter 11, including operating the debtor's farm or commercial fishing operation.

(Added and amended Pub. L. 99–554, title II, § 255, title III, § 302(f), Oct. 27, 1986, 100 Stat. 3107, 3124; Pub. L. 103–65, § 1, Aug. 6, 1993, 107 Stat. 311; Pub. L. 105–277, div. C, title I, § 149(a), Oct. 21, 1998, 112 Stat. 2681–610; Pub. L. 106–5, § 1(1), (2), Mar. 30, 1999, 113 Stat. 9; Pub. L. 106–70, § 1, Oct. 9, 1999, 113 Stat. 1031; Pub. L. 107–8, § 1, May 11, 2001, 115 Stat. 10; Pub. L. 107–17, § 1, June 26, 2001, 115 Stat. 151; Pub. L. 107–170, § 1, May 7, 2002, 116 Stat. 133; Pub. L. 107–171, title X, § 10814(a), May 13, 2002, 116 Stat. 532; Pub. L. 107–377, § 2(a), Dec. 19, 2002, 116 Stat. 3115; Pub. L. 108–73, § 2(a), Aug. 15, 2003, 117 Stat. 891; Pub. L. 108–369, § 2(a), Oct. 25, 2004, 118 Stat. 1749; Pub. L. 109–8, title X, §§ 1001(a)(1), (c), 1007(c)(2), Apr. 20, 2005, 119 Stat. 185, 186, 188.)

CODIFICATION

For repeal of section effective Oct. 1, 1998, and subsequent reenactment of section, see note set out preceding section 1201 of this title.

AMENDMENTS

2005—Pub. L. 109–8, § 1007(c)(2), inserted "or commercial fishing operation" after "farm".

EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by section 1007(c)(2) of Pub. L. 109–8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109–8, set out as a note under section 101 of this title.

§ 1204. Removal of debtor as debtor in possession

(a) On request of a party in interest, and after notice and a hearing, the court shall order that the debtor shall not be a debtor in possession for cause, including fraud, dishonesty, incompetence, or gross mismanagement of the affairs of the debtor, either before or after the commencement of the case.

(b) On request of a party in interest, and after notice and a hearing, the court may reinstate the debtor in possession.

(Added and amended Pub. L. 99–554, title II, § 255, title III, § 302(f), Oct. 27, 1986, 100 Stat. 3107, 3124; Pub. L. 103–65, § 1, Aug. 6, 1993, 107 Stat. 311; Pub. L. 105–277, div. C, title I, § 149(a), Oct. 21, 1998, 112 Stat. 2681–610; Pub. L. 106–5, § 1(1), (2), Mar. 30, 1999, 113 Stat. 9; Pub. L. 106–70, § 1, Oct. 9, 1999, 113 Stat. 1031; Pub. L. 107–8, § 1, May 11, 2001, 115 Stat. 10; Pub. L. 107–17, § 1, June 26, 2001, 115 Stat. 151; Pub. L. 107–170, § 1, May 7, 2002, 116 Stat. 133; Pub. L. 107–171, title X, § 10814(a), May 13, 2002, 116 Stat. 532; Pub. L. 107–377, § 2(a), Dec. 19, 2002, 116 Stat. 3115; Pub. L. 108–73, § 2(a), Aug. 15, 2003, 117 Stat. 891; Pub. L. 108–369, § 2(a), Oct. 25, 2004, 118 Stat. 1749; Pub. L. 109–8, title X, § 1001(a)(1), (c), Apr. 20, 2005, 119 Stat. 185, 186.)

CODIFICATION

For repeal of section effective Oct. 1, 1998, and subsequent reenactment of section, see note set out preceding section 1201 of this title.

§ 1205. Adequate protection

(a) Section 361 does not apply in a case under this chapter.

(b) In a case under this chapter, when adequate protection is required under section 362, 363, or 364 of this title of an interest of an entity in property, such adequate protection may be provided by—

(1) requiring the trustee to make a cash payment or periodic cash payments to such entity, to the extent that the stay under section 362 of this title, use, sale, or lease under section 363 of this title, or any grant of a lien under section 364 of this title results in a decrease in the value of property securing a claim or of an entity's ownership interest in property;

(2) providing to such entity an additional or replacement lien to the extent that such stay, use, sale, lease, or grant results in a decrease in the value of property securing a claim or of an entity's ownership interest in property;

(3) paying to such entity for the use of farmland the reasonable rent customary in the community where the property is located, based upon the rental value, net income, and earning capacity of the property; or

(4) granting such other relief, other than entitling such entity to compensation allowable under section 503(b)(1) of this title as an administrative expense, as will adequately protect the value of property securing a claim or of such entity's ownership interest in property.

(Added and amended Pub. L. 99–554, title II, § 255, title III, § 302(f), Oct. 27, 1986, 100 Stat. 3107, 3124; Pub. L. 103–65, § 1, Aug. 6, 1993, 107 Stat. 311; Pub. L. 105–277, div. C, title I, § 149(a), Oct. 21, 1998, 112 Stat. 2681–610; Pub. L. 106–5, § 1(1), (2), Mar. 30, 1999, 113 Stat. 9; Pub. L. 106–70, § 1, Oct. 9, 1999, 113 Stat. 1031; Pub. L. 107–8, § 1, May 11, 2001, 115 Stat. 10; Pub. L. 107–17, § 1, June 26, 2001, 115 Stat. 151; Pub. L. 107–170, § 1, May 7, 2002, 116 Stat. 133; Pub. L. 107–171, title X, § 10814(a), May 13, 2002, 116 Stat. 532; Pub. L. 107–377, § 2(a), Dec. 19, 2002, 116 Stat. 3115; Pub. L. 108–73, § 2(a), Aug. 15, 2003, 117 Stat. 891; Pub. L. 108–369, § 2(a), Oct. 25, 2004, 118 Stat. 1749; Pub. L. 109–8, title X, § 1001(a)(1), (c), Apr. 20, 2005, 119 Stat. 185, 186.)

CODIFICATION

For repeal of section effective Oct. 1, 1998, and subsequent reenactment of section, see note set out preceding section 1201 of this title.

§ 1206. Sales free of interests

After notice and a hearing, in addition to the authorization contained in section 363(f), the trustee in a case under this chapter may sell property under section 363(b) and (c) free and clear of any interest in such property of an entity other than the estate if the property is farmland, farm equipment, or property used to carry out a commercial fishing operation (including a commercial fishing vessel), except that the proceeds of such sale shall be subject to such interest.

(Added and amended Pub. L. 99–554, title II, § 255, title III, § 302(f), Oct. 27, 1986, 100 Stat. 3108, 3124; Pub. L. 103–65, § 1, Aug. 6, 1993, 107 Stat. 311; Pub. L. 105–277, div. C, title I, § 149(a), Oct. 21, 1998, 112 Stat. 2681–610; Pub. L. 106–5, § 1(1), (2), Mar. 30, 1999, 113 Stat. 9; Pub. L. 106–70, § 1, Oct. 9, 1999, 113 Stat. 1031; Pub. L. 107–8, § 1, May 11, 2001, 115 Stat. 10; Pub. L. 107–17, § 1, June 26, 2001, 115 Stat. 151; Pub. L. 107–170, § 1, May 7, 2002, 116 Stat. 133; Pub. L. 107–171, title X, § 10814(a), May 13, 2002, 116 Stat. 532; Pub. L. 107–377, § 2(a), Dec. 19, 2002, 116 Stat. 3115; Pub. L. 108–73, § 2(a), Aug. 15, 2003, 117 Stat. 891; Pub. L. 108–369, § 2(a), Oct. 25, 2004, 118 Stat. 1749; Pub. L. 109–8, title X, §§ 1001(a)(1), (c), 1007(c)(3), Apr. 20, 2005, 119 Stat. 185, 186, 188.)

CODIFICATION

For repeal of section effective Oct. 1, 1998, and subsequent reenactment of section, see note set out preceding section 1201 of this title.

AMENDMENTS

2005—Pub. L. 109–8, § 1007(c)(3), substituted "if the property is farmland, farm equipment, or property used to carry out a commercial fishing operation (including a commercial fishing vessel)" for "if the property is farmland or farm equipment".

EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by section 1007(c)(3) of Pub. L. 109–8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109–8, set out as a note under section 101 of this title.

§ 1207. Property of the estate

(a) Property of the estate includes, in addition to the property specified in section 541 of this title—

(1) all property of the kind specified in such section that the debtor acquires after the commencement of the case but before the case is closed, dismissed, or converted to a case under chapter 7 of this title, whichever occurs first; and

(2) earnings from services performed by the debtor after the commencement of the case but before the case is closed, dismissed, or converted to a case under chapter 7 of this title, whichever occurs first.

(b) Except as provided in section 1204, a confirmed plan, or an order confirming a plan, the debtor shall remain in possession of all property of the estate.

(Added and amended Pub. L. 99–554, title II, § 255, title III, § 302(f), Oct. 27, 1986, 100 Stat. 3108, 3124; Pub. L. 103–65, § 1, Aug. 6, 1993, 107 Stat. 311; Pub. L. 105–277, div. C, title I, § 149(a), Oct. 21, 1998, 112 Stat. 2681–610; Pub. L. 106–5, § 1(1), (2), Mar. 30, 1999, 113 Stat. 9; Pub. L. 106–70, § 1, Oct. 9, 1999, 113 Stat. 1031; Pub. L. 107–8, § 1, May 11, 2001, 115 Stat. 10; Pub. L. 107–17, § 1, June 26, 2001, 115 Stat. 151; Pub. L. 107–170, § 1, May 7, 2002, 116 Stat. 133; Pub. L. 107–171, title X, § 10814(a), May 13, 2002, 116 Stat. 532; Pub. L. 107–377, § 2(a), Dec. 19, 2002, 116 Stat. 3115; Pub. L. 108–73, § 2(a), Aug. 15, 2003, 117 Stat. 891; Pub. L. 108–369, § 2(a), Oct. 25, 2004, 118 Stat. 1749; Pub. L. 109–8, title X, § 1001(a)(1), (c), Apr. 20, 2005, 119 Stat. 185, 186.)

CODIFICATION

For repeal of section effective Oct. 1, 1998, and subsequent reenactment of section, see note set out preceding section 1201 of this title.

§ 1208. Conversion or dismissal

(a) The debtor may convert a case under this chapter to a case under chapter 7 of this title at any time. Any waiver of the right to convert under this subsection is unenforceable.

(b) On request of the debtor at any time, if the case has not been converted under section 706 or 1112 of this title, the court shall dismiss a case under this chapter. Any waiver of the right to dismiss under this subsection is unenforceable.

(c) On request of a party in interest, and after notice and a hearing, the court may dismiss a case under this chapter for cause, including—

(1) unreasonable delay, or gross mismanagement, by the debtor that is prejudicial to creditors;

(2) nonpayment of any fees and charges required under chapter 123 of title 28;

(3) failure to file a plan timely under section 1221 of this title;

(4) failure to commence making timely payments required by a confirmed plan;

(5) denial of confirmation of a plan under section 1225 of this title and denial of a request made for additional time for filing another plan or a modification of a plan;

tion of "debtor" as a debtor concerning whom a petition has been filed under title 11 for definition of "bankrupt" as a debtor by or against whom a petition has been filed under title 11, and struck out definition of "bankruptcy" as including any proceeding, arrangement, or plan pursuant to title 11.

EFFECTIVE DATE OF 1978 AMENDMENT

Amendment by Pub. L. 95–598 effective Oct. 1, 1979, see section 402(a) of Pub. L. 95–598, set out as an Effective Date note preceding section 101 of Title 11, Bankruptcy.

SAVINGS PROVISION

Amendment by section 314 of Pub. L. 95–598 not to affect the application of chapter 9 (§ 151 et seq.), chapter 96 (§ 1961 et seq.), or section 2516, 3057, or 3284 of this title to any act of any person (1) committed before Oct. 1, 1979, or (2) committed after Oct. 1, 1979, in connection with a case commenced before such date, see section 403(d) of Pub. L. 95–598, set out as a note preceding section 101 of Title 11, Bankruptcy.

§ 152. Concealment of assets; false oaths and claims; bribery

A person who—

(1) knowingly and fraudulently conceals from a custodian, trustee, marshal, or other officer of the court charged with the control or custody of property, or, in connection with a case under title 11, from creditors or the United States Trustee, any property belonging to the estate of a debtor;

(2) knowingly and fraudulently makes a false oath or account in or in relation to any case under title 11;

(3) knowingly and fraudulently makes a false declaration, certificate, verification, or statement under penalty of perjury as permitted under section 1746 of title 28, in or in relation to any case under title 11;

(4) knowingly and fraudulently presents any false claim for proof against the estate of a debtor, or uses any such claim in any case under title 11, in a personal capacity or as or through an agent, proxy, or attorney;

(5) knowingly and fraudulently receives any material amount of property from a debtor after the filing of a case under title 11, with intent to defeat the provisions of title 11;

(6) knowingly and fraudulently gives, offers, receives, or attempts to obtain any money or property, remuneration, compensation, reward, advantage, or promise thereof for acting or forbearing to act in any case under title 11;

(7) in a personal capacity or as an agent or officer of any person or corporation, in contemplation of a case under title 11 by or against the person or any other person or corporation, or with intent to defeat the provisions of title 11, knowingly and fraudulently transfers or conceals any of his property or the property of such other person or corporation;

(8) after the filing of a case under title 11 or in contemplation thereof, knowingly and fraudulently conceals, destroys, mutilates, falsifies, or makes a false entry in any recorded information (including books, documents, records, and papers) relating to the property or financial affairs of a debtor; or

(9) after the filing of a case under title 11, knowingly and fraudulently withholds from a custodian, trustee, marshal, or other officer of the court or a United States Trustee entitled to its possession, any recorded information (including books, documents, records, and papers) relating to the property or financial affairs of a debtor,

shall be fined under this title, imprisoned not more than 5 years, or both.

(June 25, 1948, ch. 645, 62 Stat. 689; Pub. L. 86–519, § 2, June 12, 1960, 74 Stat. 217; Pub. L. 86–701, Sept. 2, 1960, 74 Stat. 753; Pub. L. 94–550, § 4, Oct. 18, 1976, 90 Stat. 2535; Pub. L. 95–598, title III, § 314(a), (c), Nov. 6, 1978, 92 Stat. 2676, 2677; Pub. L. 100–690, title VII, § 7017, Nov. 18, 1988, 102 Stat. 4395; Pub. L. 103–322, title XXXIII, § 330016(1)(K), Sept. 13, 1994, 108 Stat. 2147; Pub. L. 103–394, title III, § 312(a)(1)(A), Oct. 22, 1994, 108 Stat. 4138; Pub. L. 104–294, title VI, § 601(a)(1), Oct. 11, 1996, 110 Stat. 3497.)

HISTORICAL AND REVISION NOTES

Based on section 52(b) of title 11, U.S.C., 1940 ed., Bankruptcy (July 1, 1898, ch. 541, § 29b, 30 Stat. 554; May 27, 1926, ch. 406, § 11 (part), 44 Stat. 665; June 22, 1938, ch. 575, § 1 (part), 52 Stat. 855).

Section was broadened to apply to one who gives or offers a bribe.

Minor changes were made in phraseology.

AMENDMENTS

1996—Pub. L. 104–294 substituted "fined under this title" for "fined not more than $5,000" in closing provisions.

1994—Pub. L. 103–394 amended section generally, designating undesignated pars. as opening provisions, pars. (1) to (9), and closing provisions, and in pars. (1) and (9) inserting reference to United States Trustee.

Pub. L. 103–322 substituted "fined under this title" for "fined not more than $5,000" in last par.

1988—Pub. L. 100–690 substituted "penalty of perjury" for "penalty or perjury" in third par.

1978—Pub. L. 95–598 substituted, wherever appearing, "debtor" for "bankrupt", "case under title 11" for "bankruptcy proceeding", and "provisions of title 11" for "bankruptcy law"; and substituted "a custodian" for "the receiver, custodian", wherever appearing, and "recorded information, including books, documents, records, and papers, relating to the property or financial affairs" for "document affecting or relating to the property or affairs", in two places.

1976—Pub. L. 94–550 inserted paragraph covering the knowing and fraudulent making of a false declaration, certificate, verification, or statement under penalty of perjury as permitted under section 1746 of title 28 or in relation to any bankruptcy proceeding.

1960—Pub. L. 86–701 included fraudulent transfers and concealment of property by persons in their individual capacity in sixth par.

Pub. L. 86–519 struck out "under oath" after "knowingly and fraudulently presents" in third par.

EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103–394 effective Oct. 22, 1994, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before Oct. 22, 1994, see section 702 of Pub. L. 103–394, set out as a note under section 101 of Title 11.

EFFECTIVE DATE OF 1978 AMENDMENT

Amendment by Pub. L. 95–598 effective Oct. 1, 1979, see section 402(a) of Pub. L. 95–598, set out as an Effective Date note preceding section 101 of Title 11, Bankruptcy.

SAVINGS PROVISION

Amendment by section 314 of Pub. L. 95–598 not to affect the application of chapter 9 (§ 151 et seq.), chapter

96 (§ 1961 et seq.), or section 2516, 3057, or 3284 of this title to any act of any person (1) committed before Oct. 1, 1979, or (2) committed after Oct. 1, 1979, in connection with a case commenced before such date, see section 403(d) of Pub. L. 95–598, set out as a note preceding section 101 of Title 11, Bankruptcy.

§ 153. Embezzlement against estate

(a) OFFENSE.—A person described in subsection (b) who knowingly and fraudulently appropriates to the person's own use, embezzles, spends, or transfers any property or secretes or destroys any document belonging to the estate of a debtor shall be fined under this title, imprisoned not more than 5 years, or both.

(b) PERSON TO WHOM SECTION APPLIES.—A person described in this subsection is one who has access to property or documents belonging to an estate by virtue of the person's participation in the administration of the estate as a trustee, custodian, marshal, attorney, or other officer of the court or as an agent, employee, or other person engaged by such an officer to perform a service with respect to the estate.

(June 25, 1948, ch. 645, 62 Stat. 690; Pub. L. 95–598, title III, § 314(a)(1), (d)(1), (2), Nov. 6, 1978, 92 Stat. 2676, 2677; Pub. L. 103–322, title XXXIII, § 330016(1)(K), Sept. 13, 1994, 108 Stat. 2147; Pub. L. 103–394, title III, § 312(a)(1)(A), Oct. 22, 1994, 108 Stat. 4139; Pub. L. 104–294, title VI, § 601(a)(1), Oct. 11, 1996, 110 Stat. 3497.)

HISTORICAL AND REVISION NOTES

Based on section 52(a) of title 11, U.S.C., 1940 ed., Bankruptcy (July 1, 1898, ch. 541, § 29a, 30 Stat. 554; May 27, 1926, ch. 406, § 11 (part), 44 Stat. 665; June 22, 1938, ch. 575, § 1 (part), 52 Stat. 855).

Minor changes were made in phraseology.

AMENDMENTS

1996—Subsec. (a). Pub. L. 104–294 substituted "fined under this title" for "fined not more than $5,000".

1994—Pub. L. 103–394 amended section generally. Prior to amendment, section read as follows: "Whoever knowingly and fraudulently appropriates to his own use, embezzles, spends, or transfers any property or secretes or destroys any document belonging to the estate of a debtor which came into his charge as trustee, custodian, marshal, or other officer of the court, shall be fined under this title or imprisoned not more than five years, or both."

Pub. L. 103–322 substituted "fined under this title" for "fined not more than $5,000".

1978—Pub. L. 95–598 struck out ", receiver" after "trustee" in section catchline and in text struck out "receiver," before "custodian" and substituted "debtor" for "bankrupt".

EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103–394 effective Oct. 22, 1994, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before Oct. 22, 1994, see section 702 of Pub. L. 103–394, set out as a note under section 101 of Title 11.

EFFECTIVE DATE OF 1978 AMENDMENT

Amendment by Pub. L. 95–598 effective Oct. 1, 1979, see section 402(a) of Pub. L. 95–598, set out as an Effective Date note preceding section 101 of Title 11, Bankruptcy.

SAVINGS PROVISION

Amendment by section 314 of Pub. L. 95–598 not to affect the application of chapter 9 (§ 151 et seq.), chapter 96 (§ 1961 et seq.), or section 2516, 3057, or 3284 of this title to any act of any person (1) committed before Oct. 1, 1979, or (2) committed after Oct. 1, 1979, in connection with a case commenced before such date, see section 403(d) of Pub. L. 95–598, set out as a note preceding section 101 of Title 11, Bankruptcy.

§ 154. Adverse interest and conduct of officers

A person who, being a custodian, trustee, marshal, or other officer of the court—

(1) knowingly purchases, directly or indirectly, any property of the estate of which the person is such an officer in a case under title 11;

(2) knowingly refuses to permit a reasonable opportunity for the inspection by parties in interest of the documents and accounts relating to the affairs of estates in the person's charge by parties when directed by the court to do so; or

(3) knowingly refuses to permit a reasonable opportunity for the inspection by the United States Trustee of the documents and accounts relating to the affairs of an estate in the person's charge,

shall be fined under this title and shall forfeit the person's office, which shall thereupon become vacant.

(June 25, 1948, ch. 645, 62 Stat. 690; Pub. L. 95–598, title III, § 314(a)(2), (e)(1), (2), Nov. 6, 1978, 92 Stat. 2676, 2677; Pub. L. 103–322, title XXXIII, § 330016(1)(G), Sept. 13, 1994, 108 Stat. 2147; Pub. L. 103–394, title III, § 312(a)(1)(A), Oct. 22, 1994, 108 Stat. 4139; Pub. L. 104–294, title VI, § 601(a)(1), Oct. 11, 1996, 110 Stat. 3497.)

HISTORICAL AND REVISION NOTES

Based on section 52(c) of title 11, U.S.C., 1940 ed., Bankruptcy (July 1, 1898, ch. 541, § 29c, 30 Stat. 554; June 22, 1938, ch. 575, § 1 (part), 52 Stat. 856).

Minor changes were made in phraseology.

AMENDMENTS

1996—Pub. L. 104–294 substituted "fined under this title" for "fined not more than $5,000" in closing provisions.

1994—Pub. L. 103–394 amended section generally. Prior to amendment, section read as follows:

"Whoever, being a custodian, trustee, marshal, or other officer of the court, knowingly purchases, directly or indirectly, any property of the estate of which he is such officer in a case under title 11; or

"Whoever being such officer, knowingly refuses to permit a reasonable opportunity for the inspection of the documents and accounts relating to the affairs of estates in his charge by parties in interest when directed by the court to do so—

"Shall be fined under this title, and shall forfeit his office, which shall thereupon become vacant."

Pub. L. 103–322 substituted "fined under this title" for "fined not more than $500" in third par.

1978—Pub. L. 95–598 struck out "referees and other" before "officers" in section catchline, and in text struck out "Whoever knowingly acts as a referee in a case in which he is directly or indirectly interested; or" before "Whoever, being a" and "referee, receiver," before "custodian" and substituted "case under title 11" for "bankruptcy proceeding".

EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103–394 effective Oct. 22, 1994, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before Oct. 22, 1994, see section 702 of Pub. L. 103–394, set out as a note under section 101 of Title 11.

EFFECTIVE DATE OF 1978 AMENDMENT

Amendment by Pub. L. 95–598 effective Oct. 1, 1979, see section 402(a) of Pub. L. 95–598, set out as an Effective Date note preceding section 101 of Title 11, Bankruptcy.

SAVINGS PROVISION

Amendment by section 314 of Pub. L. 95–598 not to affect the application of chapter 9 (§ 151 et seq.), chapter 96 (§ 1961 et seq.), or section 2516, 3057, or 3284 of this title to any act of any person (1) committed before Oct. 1, 1979, or (2) committed after Oct. 1, 1979, in connection with a case commenced before such date, see section 403(d) of Pub. L. 95–598, set out as a note preceding section 101 of Title 11, Bankruptcy.

§ 155. Fee agreements in cases under title 11 and receiverships

Whoever, being a party in interest, whether as a debtor, creditor, receiver, trustee or representative of any of them, or attorney for any such party in interest, in any receivership or case under title 11 in any United States court or under its supervision, knowingly and fraudulently enters into any agreement, express or implied, with another such party in interest or attorney for another such party in interest, for the purpose of fixing the fees or other compensation to be paid to any party in interest or to any attorney for any party in interest for services rendered in connection therewith, from the assets of the estate, shall be fined under this title or imprisoned not more than one year, or both.

(June 25, 1948, ch. 645, 62 Stat. 690; May 24, 1949, ch. 139, § 4, 63 Stat. 90; Pub. L. 95–598, title III, § 314(f)(1), (2), Nov. 6, 1978, 92 Stat. 2677; Pub. L. 103–322, title XXXIII, § 330016(1)(K), Sept. 13, 1994, 108 Stat. 2147.)

HISTORICAL AND REVISION NOTES

1948 ACT

Based on section 572a of title 28, U.S.C., 1940 ed., Judicial Code and Judiciary (Aug. 25, 1937, ch. 777, 50 Stat. 810.)

Words "upon conviction" were deleted as surplusage since punishment can be imposed only after a conviction.

A fine of "$5,000" was substituted for "$10,000" and "one year" for "five years", to reduce the offense to the grade of a misdemeanor and the punishment to an amount and term proportionate to the gravity of the offense.

Minor changes were made in phraseology.

1949 ACT

This amendment [see section 4] clarifies section 155 of title 18, U.S.C., by restating the first paragraph thereof in closer conformity with the original law, as it existed at the time of the enactment of the revision of title 18.

AMENDMENTS

1994—Pub. L. 103–322 substituted "fined under this title" for "fined not more than $5,000".

1978—Pub. L. 95–598 substituted "cases under title 11 and receiverships" for "bankruptcy proceedings" in section catchline and in text "or case under title 11" for ", bankruptcy or reorganization proceeding", inserted "knowingly and fraudulently" after "supervision,", and struck out penalty provision for a judge of a United States court to knowingly approve the payment of any fees or compensation that were fixed.

1949—Act May 24, 1949, inserted references to attorneys for any party in interest in three places, and substituted "in any United States court or under its supervision" for "in or under the supervision of any court of the United States".

EFFECTIVE DATE OF 1978 AMENDMENT

Amendment by Pub. L. 95–598 effective Oct. 1, 1979, see section 402(a) of Pub. L. 95–598, set out as an Effective Date note preceding section 101 of Title 11, Bankruptcy.

SAVINGS PROVISION

Amendment by section 314 of Pub. L. 95–598 not to affect the application of chapter 9 (§ 151 et seq.), chapter 96 (§ 1961 et seq.), or section 2516, 3057, or 3284 of this title to any act of any person (1) committed before Oct. 1, 1979, or (2) committed after Oct. 1, 1979, in connection with a case commenced before such date, see section 403(d) of Pub. L. 95–598, set out as a note preceding section 101 of Title 11, Bankruptcy.

§ 156. Knowing disregard of bankruptcy law or rule

(a) DEFINITIONS.—In this section—

(1) the term "bankruptcy petition preparer" means a person, other than the debtor's attorney or an employee of such an attorney, who prepares for compensation a document for filing; and

(2) the term "document for filing" means a petition or any other document prepared for filing by a debtor in a United States bankruptcy court or a United States district court in connection with a case under title 11.

(b) OFFENSE.—If a bankruptcy case or related proceeding is dismissed because of a knowing attempt by a bankruptcy petition preparer in any manner to disregard the requirements of title 11, United States Code, or the Federal Rules of Bankruptcy Procedure, the bankruptcy petition preparer shall be fined under this title, imprisoned not more than 1 year, or both.

(Added Pub. L. 103–394, title III, § 312(a)(1)(B), Oct. 22, 1994, 108 Stat. 4140; amended Pub. L. 109–8, title XII, § 1220, Apr. 20, 2005, 119 Stat. 195.)

REFERENCES IN TEXT

The Federal Rules of Bankruptcy Procedure, referred to in subsec. (b), are set out in the Appendix to Title 11, Bankruptcy.

AMENDMENTS

2005—Subsec. (a). Pub. L. 109–8, in first par., inserted "(1) the term" before "'bankruptcy petition preparer'" and substituted "; and" for period at end and, in second par., inserted "(2) the term" before "'document for filing'" and substituted "title 11" for "this title".

EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by Pub. L. 109–8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109–8, set out as a note under section 101 of Title 11.

EFFECTIVE DATE

Section effective Oct. 22, 1994, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before Oct. 22, 1994, see section 702 of Pub. L. 103–394, set out as an Effective Date of 1994 Amendment note under section 101 of Title 11.

§ 157. Bankruptcy fraud

A person who, having devised or intending to devise a scheme or artifice to defraud and for

the purpose of executing or concealing such a scheme or artifice or attempting to do so—

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

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

(3) makes a false or fraudulent representation, claim, or promise concerning or in relation to a proceeding under title 11, at any time before or after the filing of the petition, or in relation to a proceeding falsely asserted to be pending under such title,

shall be fined under this title, imprisoned not more than 5 years, or both.

(Added Pub. L. 103–394, title III, § 312(a)(1)(B), Oct. 22, 1994, 108 Stat. 4140; amended Pub. L. 109–8, title III, § 332(c), Apr. 20, 2005, 119 Stat. 103; Pub. L. 111–327, § 2(b), Dec. 22, 2010, 124 Stat. 3562.)

AMENDMENTS

2010—Par. (1). Pub. L. 111–327, § 2(b)(1), struck out "bankruptcy" after "involuntary".

Pars. (2), (3). Pub. L. 111–327, § 2(b)(2), struck out ", including a fraudulent involuntary bankruptcy petition under section 303 of such title" after "title 11".

2005—Pars. (1) to (3). Pub. L. 109–8, which directed insertion of ", including a fraudulent involuntary bankruptcy petition under section 303 of such title" after "title 11", was executed by making the insertion after "title 11" wherever appearing, to reflect the probable intent of Congress.

EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by Pub. L. 109–8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109–8, set out as a note under section 101 of Title 11.

EFFECTIVE DATE

Section effective Oct. 22, 1994, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before Oct. 22, 1994, see section 702 of Pub. L. 103–394, set out as an Effective Date of 1994 Amendment note under section 101 of Title 11.

§ 158. Designation of United States attorneys and agents of the Federal Bureau of Investigation to address abusive reaffirmations of debt and materially fraudulent statements in bankruptcy schedules

(a) IN GENERAL.—The Attorney General of the United States shall designate the individuals described in subsection (b) to have primary responsibility in carrying out enforcement activities in addressing violations of section 152 or 157 relating to abusive reaffirmations of debt. In addition to addressing the violations referred to in the preceding sentence, the individuals described under subsection (b) shall address violations of section 152 or 157 relating to materially fraudulent statements in bankruptcy schedules that are intentionally false or intentionally misleading.

(b) UNITED STATES ATTORNEYS AND AGENTS OF THE FEDERAL BUREAU OF INVESTIGATION.—The individuals referred to in subsection (a) are—

(1) the United States attorney for each judicial district of the United States; and

(2) an agent of the Federal Bureau of Investigation for each field office of the Federal Bureau of Investigation.

(c) BANKRUPTCY INVESTIGATIONS.—Each United States attorney designated under this section shall, in addition to any other responsibilities, have primary responsibility for carrying out the duties of a United States attorney under section 3057.

(d) BANKRUPTCY PROCEDURES.—The bankruptcy courts shall establish procedures for referring any case that may contain a materially fraudulent statement in a bankruptcy schedule to the individuals designated under this section.

(Added Pub. L. 109–8, title II, § 203(b)(1), Apr. 20, 2005, 119 Stat. 49.)

EFFECTIVE DATE

Section effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109–8, set out as an Effective Date of 2005 Amendment note under section 101 of Title 11.

CHAPTER 10—BIOLOGICAL WEAPONS

Sec.
175. Prohibitions with respect to biological weapons.
175a. Requests for military assistance to enforce prohibition in certain emergencies.
175b. Select agents; certain other agents.[1]
175c. Variola virus.
176. Seizure, forfeiture, and destruction.
177. Injunctions.
178. Definitions.

AMENDMENTS

2004—Pub. L. 108–458, title VI, § 6911(b), Dec. 17, 2004, 118 Stat. 3775, added item 175c.

2002—Pub. L. 107–188, title II, § 231(b)(2), June 12, 2002, 116 Stat. 661, substituted "Select agents; certain other agents" for "Possession by restricted persons" in item 175b.

2001—Pub. L. 107–56, title VIII, § 817(3), Oct. 26, 2001, 115 Stat. 386, added item 175b.

1996—Pub. L. 104–201, div. A, title XIV, § 1416(c)(1)(B), Sept. 23, 1996, 110 Stat. 2723, added item 175a.

§ 175. Prohibitions with respect to biological weapons

(a) IN GENERAL.—Whoever knowingly develops, produces, stockpiles, transfers, acquires, retains, or possesses any biological agent, toxin, or delivery system for use as a weapon, or knowingly assists a foreign state or any organization to do so, or attempts, threatens, or conspires to do the same, shall be fined under this title or imprisoned for life or any term of years, or both. There is extraterritorial Federal jurisdiction over an offense under this section committed by or against a national of the United States.

(b) ADDITIONAL OFFENSE.—Whoever knowingly possesses any biological agent, toxin, or delivery system of a type or in a quantity that, under the circumstances, is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose, shall be fined under this title, imprisoned not more than 10 years, or both. In this subsection, the terms "biological

[1] So in original. Does not conform to section catchline.

acted in 1861 there were no possessions, and hence the use of the words "State or Territory" was sufficient to describe the area then subject to the jurisdiction of the United States. The word "District" was inserted by the codifiers of the 1909 Criminal Code.

AMENDMENTS

2002—Pub. L. 107–273 substituted "under this title" for "not more than $5,000".

§ 373. Solicitation to commit a crime of violence

(a) Whoever, with intent that another person engage in conduct constituting a felony that has as an element the use, attempted use, or threatened use of physical force against property or against the person of another in violation of the laws of the United States, and under circumstances strongly corroborative of that intent, solicits, commands, induces, or otherwise endeavors to persuade such other person to engage in such conduct, shall be imprisoned not more than one-half the maximum term of imprisonment or (notwithstanding section 3571) fined not more than one-half of the maximum fine prescribed for the punishment of the crime solicited, or both; or if the crime solicited is punishable by life imprisonment or death, shall be imprisoned for not more than twenty years.

(b) It is an affirmative defense to a prosecution under this section that, under circumstances manifesting a voluntary and complete renunciation of his criminal intent, the defendant prevented the commission of the crime solicited. A renunciation is not "voluntary and complete" if it is motivated in whole or in part by a decision to postpone the commission of the crime until another time or to substitute another victim or another but similar objective. If the defendant raises the affirmative defense at trial, the defendant has the burden of proving the defense by a preponderance of the evidence.

(c) It is not a defense to a prosecution under this section that the person solicited could not be convicted of the crime because he lacked the state of mind required for its commission, because he was incompetent or irresponsible, or because he is immune from prosecution or is not subject to prosecution.

(Added Pub. L. 98–473, title II, §1003(a), Oct. 12, 1984, 98 Stat. 2138; amended Pub. L. 99–646, §26, Nov. 10, 1986, 100 Stat. 3597; Pub. L. 103–322, title XXXIII, §330016(2)(A), Sept. 13, 1994, 108 Stat. 2148.)

AMENDMENTS

1994—Subsec. (a). Pub. L. 103–322 inserted "(notwithstanding section 3571)" before "fined not more than one-half".

1986—Subsec. (a). Pub. L. 99–646 substituted "property or against the person of another" for "the person or property of another" and inserted "life imprisonment or" before "death".

CHAPTER 21—CONTEMPTS

Sec.
401. Power of court.
402. Contempts constituting crimes.
403. Protection of the privacy of child victims and child witnesses.

AMENDMENTS

1990—Pub. L. 101–647, title II, §225(b)(2), Nov. 29, 1990, 104 Stat. 4806, added item 403.

1949—Act May 24, 1949, ch. 139, §8(a), (b), 63 Stat. 90, struck out "CONSTITUTING CRIMES" in chapter heading and substituted "Contempts constituting crimes" for "Criminal contempts" in item 402.

§ 401. Power of court

A court of the United States shall have power to punish by fine or imprisonment, or both, at its discretion, such contempt of its authority, and none other, as—

(1) Misbehavior of any person in its presence or so near thereto as to obstruct the administration of justice;

(2) Misbehavior of any of its officers in their official transactions;

(3) Disobedience or resistance to its lawful writ, process, order, rule, decree, or command.

(June 25, 1948, ch. 645, 62 Stat. 701; Pub. L. 107–273, div. B, title III, §3002(a)(1), Nov. 2, 2002, 116 Stat. 1805.)

HISTORICAL AND REVISION NOTES

Based on section 385 of title 28, U.S.C., 1940 ed., Judicial Code and Judiciary (Mar. 3, 1911, ch. 231, §268, 36 Stat. 1163).

Said section 385 conferred two powers. The first part authorizing courts of the United States to impose and administer oaths will remain in title 28, U.S.C., 1940 ed., Judicial Code and Judiciary. The second part relating to contempt of court constitutes this section.

Changes in phraseology and arrangement were made.

AMENDMENTS

2002—Pub. L. 107–273 inserted "or both," after "fine or imprisonment," in introductory provisions.

§ 402. Contempts constituting crimes

Any person, corporation or association willfully disobeying any lawful writ, process, order, rule, decree, or command of any district court of the United States or any court of the District of Columbia, by doing any act or thing therein, or thereby forbidden, if the act or thing so done be of such character as to constitute also a criminal offense under any statute of the United States or under the laws of any State in which the act was committed, shall be prosecuted for such contempt as provided in section 3691 of this title and shall be punished by a fine under this title or imprisonment, or both.

Such fine shall be paid to the United States or to the complainant or other party injured by the act constituting the contempt, or may, where more than one is so damaged, be divided or apportioned among them as the court may direct, but in no case shall the fine to be paid to the United States exceed, in case the accused is a natural person, the sum of $1,000, nor shall such imprisonment exceed the term of six months.

This section shall not be construed to relate to contempts committed in the presence of the court, or so near thereto as to obstruct the administration of justice, nor to contempts committed in disobedience of any lawful writ, process, order, rule, decree, or command entered in any suit or action brought or prosecuted in the name of, or on behalf of, the United States, but the same, and all other cases of contempt not specifically embraced in this section may be punished in conformity to the prevailing usages at law.

For purposes of this section, the term "State" includes a State of the United States, the Dis-

Sec.
249. Hate crime acts.

AMENDMENTS

2009—Pub. L. 111–84, div. E, §4707(b), Oct. 28, 2009, 123 Stat. 2841, added item 249.

1994—Pub. L. 103–322, title XXXIII, §330023(a)(1), Sept. 13, 1994, 108 Stat. 2150, substituted "Freedom of access to clinic entrances" for "Blocking access to reproductive health services" in item 248.

Pub. L. 103–259, §4, May 26, 1994, 108 Stat. 697, added item 248.

1988—Pub. L. 100–690, title VII, §7018(b)(2), Nov. 18, 1988, 102 Stat. 4396, struck out "of citizens" after "rights" in item 241.

Pub. L. 100–346, §3, June 24, 1988, 102 Stat. 645, added item 247.

1976—Pub. L. 94–453, §4(b), Oct. 2, 1976, 90 Stat. 1517, added item 246.

1968—Pub. L. 90–284, title I, §102, Apr. 11, 1968, 82 Stat. 75, added item 245.

§ 241. Conspiracy against rights

If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same; or

If two or more persons go in disguise on the highway, or on the premises of another, with intent to prevent or hinder his free exercise or enjoyment of any right or privilege so secured—

They shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse or an attempt to commit aggravated sexual abuse, or an attempt to kill, they shall be fined under this title or imprisoned for any term of years or for life, or both, or may be sentenced to death.

(June 25, 1948, ch. 645, 62 Stat. 696; Pub. L. 90–284, title I, §103(a), Apr. 11, 1968, 82 Stat. 75; Pub. L. 100–690, title VII, §7018(a), (b)(1), Nov. 18, 1988, 102 Stat. 4396; Pub. L. 103–322, title VI, §60006(a), title XXXII, §§320103(a), 320201(a), title XXXIII, §330016(1)(L), Sept. 13, 1994, 108 Stat. 1970, 2109, 2113, 2147; Pub. L. 104–294, title VI, §§604(b)(14)(A), 607(a), Oct. 11, 1996, 110 Stat. 3507, 3511.)

HISTORICAL AND REVISION NOTES

Based on title 18, U.S.C., 1940 ed., §51 (Mar. 4, 1909, ch. 321, §19, 35 Stat. 1092).

Clause making conspirator ineligible to hold office was omitted as incongruous because it attaches ineligibility to hold office to a person who may be a private citizen and who was convicted of conspiracy to violate a specific statute. There seems to be no reason for imposing such a penalty in the case of one individual crime, in view of the fact that other crimes do not carry such a severe consequence. The experience of the Department of Justice is that this unusual penalty has been an obstacle to successful prosecutions for violations of the act.

Mandatory punishment provision was rephrased in the alternative.

Minor changes in phraseology were made.

AMENDMENTS

1996—Pub. L. 104–294, §607(a), substituted "any State, Territory, Commonwealth, Possession, or District" for "any State, Territory, or District" in first par.

Pub. L. 104–294, §604(b)(14)(A), repealed Pub. L. 103–322, §320103(a)(1). See 1994 Amendment note below.

1994—Pub. L. 103–322, §330016(1)(L), substituted "They shall be fined under this title" for "They shall be fined not more than $10,000" in third par.

Pub. L. 103–322, §320201(a), substituted "person in any State" for "inhabitant of any State" in first par.

Pub. L. 103–322, §320103(a)(2)–(4), in third par., substituted "results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse or an attempt to commit aggravated sexual abuse, or an attempt to kill, they shall be fined under this title or imprisoned for any term of years or for life, or both" for "results, they shall be subject to imprisonment for any term of years or for life".

Pub. L. 103–322, §320103(a)(1), which provided for amendment identical to Pub. L. 103–322, §330016(1)(L), above, was repealed by Pub. L. 104–294, §604(b)(14)(A).

Pub. L. 103–322, §60006(a), substituted ", or may be sentenced to death." for period at end of third par.

1988—Pub. L. 100–690 struck out "of citizens" after "rights" in section catchline and substituted "inhabitant of any State, Territory, or District" for "citizen" in text.

1968—Pub. L. 90–284 increased limitation on fines from $5,000 to $10,000 and provided for imprisonment for any term of years or for life when death results.

EFFECTIVE DATE OF 1996 AMENDMENT

Amendment by section 604(b)(14)(A) of Pub. L. 104–294 effective Sept. 13, 1994, see section 604(d) of Pub. L. 104–294, set out as a note under section 13 of this title.

SHORT TITLE OF 1996 AMENDMENT

Pub. L. 104–155, §1, July 3, 1996, 110 Stat. 1392, provided that: "This Act [amending section 247 of this title and section 10602 of Title 42, The Public Health and Welfare, enacting provisions set out as a note under section 247 of this title, and amending provisions set out as a note under section 534 of Title 28, Judiciary and Judicial Procedure] may be cited as the 'Church Arson Prevention Act of 1996'."

§ 242. Deprivation of rights under color of law

Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, or to different punishments, pains, or penalties, on account of such person being an alien, or by reason of his color, or race, than are prescribed for the punishment of citizens, shall be fined under this title or imprisoned not more than one year, or both; and if bodily injury results from the acts committed in violation of this section or if such acts include the use, attempted use, or threatened use of a dangerous weapon, explosives, or fire, shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse, or an attempt to commit aggravated sexual abuse, or an attempt to kill, shall be fined under this title, or imprisoned for any term of years or for life, or both, or may be sentenced to death.

(June 25, 1948, ch. 645, 62 Stat. 696; Pub. L. 90–284, title I, §103(b), Apr. 11, 1968, 82 Stat. 75; Pub. L. 100–690, title VII, §7019, Nov. 18, 1988, 102 Stat. 4396; Pub. L. 103–322, title VI, §60006(b), title XXXII, §§320103(b), 320201(b), title XXXIII,

18 U.S.C. § 1951

Section 1951 - Interference with commerce by threats or violence

(a) Whoever in any way or degree obstructs, delays, or affects commerce or the movement of any article or commodity in commerce, by robbery or extortion or attempts or conspires so to do, or commits or threatens physical violence to any person or property in furtherance of a plan or purpose to do anything in violation of this section shall be fined under this title or imprisoned not more than twenty years, or both.

(b) As used in this section-

(1) The term "robbery" means the unlawful taking or obtaining of personal property from the person or in the presence of another, against his will, by means of actual or threatened force, or violence, or fear of injury, immediate or future, to his person or property, or property in his custody or possession, or the person or property of a relative or member of his family or of anyone in his company at the time of the taking or obtaining.

(2) The term "extortion" means the obtaining of property from another, with his consent, induced by wrongful use of actual or threatened force, violence, or fear, or under color of official right.

(3) The term "commerce" means commerce within the District of Columbia, or any Territory or Possession of the United States; all commerce between any point in a State, Territory, Possession, or the District of Columbia and any point outside thereof; all commerce between points within the same State through any place outside such State; and all other commerce over which the United States has jurisdiction.

(c) This section shall not be construed to repeal, modify or affect section 17 of Title 15, sections 52, 101-115, 151-166 of Title 29 or sections 151-188 of Title 45.

18 U.S.C. § 1951

June 25, 1948, ch. 645, 62 Stat. 793; Pub. L. 103-322, title XXXIII, §330016(1)(L), Sept. 13, 1994, 108 Stat. 2147.

HISTORICAL AND REVISION NOTES*Based on title 18, U.S.C., 1940 ed., §§420a-420e-1 (June 18, 1934, ch. 569, §§1-6, 48 Stat. 979, 980; July 3, 1946, ch. 537, 60 Stat. 420).Section consolidates sections 420a to 420e-1 of Title 18, U.S.C., 1940 ed., with changes in phraseology and arrangement necessary to effect consolidation.Provisions designating offense as felony were omitted as unnecessary in view of definitive section 1 of this title. (See reviser's note under section 550 of this title.) Subsection (c) of the revised section is derived from title II of the 1946 amendment. It substitutes references to specific sections of the United States Code, 1940 ed., in place of references to numerous acts of Congress, in conformity to the style of the revision bill. Subsection (c) as rephrased will preclude any construction of implied repeal of the specified acts of Congress codified in the sections enumerated.The words "attempts or conspires so to do" were substituted for sections 3 and 4 of the 1946 act, omitting as unnecessary the words "participates in an attempt" and the words "or acts in concert with another or with others", in view of section 2 of this title which makes any person who participates in an unlawful*

No one shall be subjected to torture or to cruel, inhuman or degrading treatment or punishment.

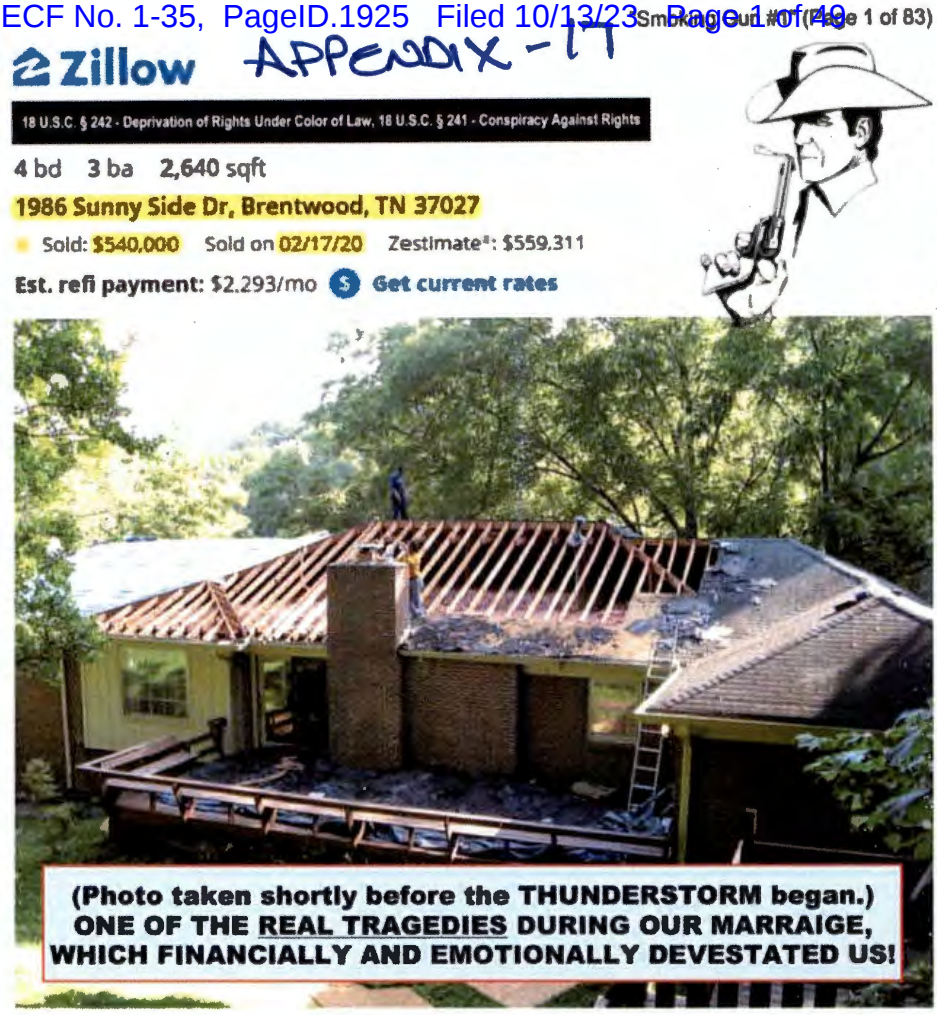
UNIVERSAL DECLARATION OF HUMAN RIGHTS (1948, art. 5)
INTERNATIONAL COVENANT ON CIVIL AND POLITICAL RIGHTS (1976, art. 7)

[T]he term "torture" means any act by which severe pain or suffering, whether physical or mental, is intentionally inflicted on a person for such purposes as obtaining from him or a third person information or a confession, punishing him for an act he or a third person has committed or is suspected of having committed, or intimidating or coercing him or a third person, or for any reason based on discrimination of any kind, when such pain or suffering is inflicted by or at the instigation of or with the consent or acquiescence of a public official or other person acting in an official capacity. It does not include pain or suffering arising only from, inherent in or incidental to lawful sanctions.

CONVENTION AGAINST TORTURE AND OTHER CRUEL, INHUMAN OR DEGRADING TREATMENT OR PUNISHMENT (1984, art. 1, para.1)

APPENDIX - 17





SMOKING GUN #1:

I believe that this is the quickest and easiest EVIDENCE for understanding and proving that something substantially FOUL took place during my 8/29/2019 hearing in Williamson County Chancery Court.

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

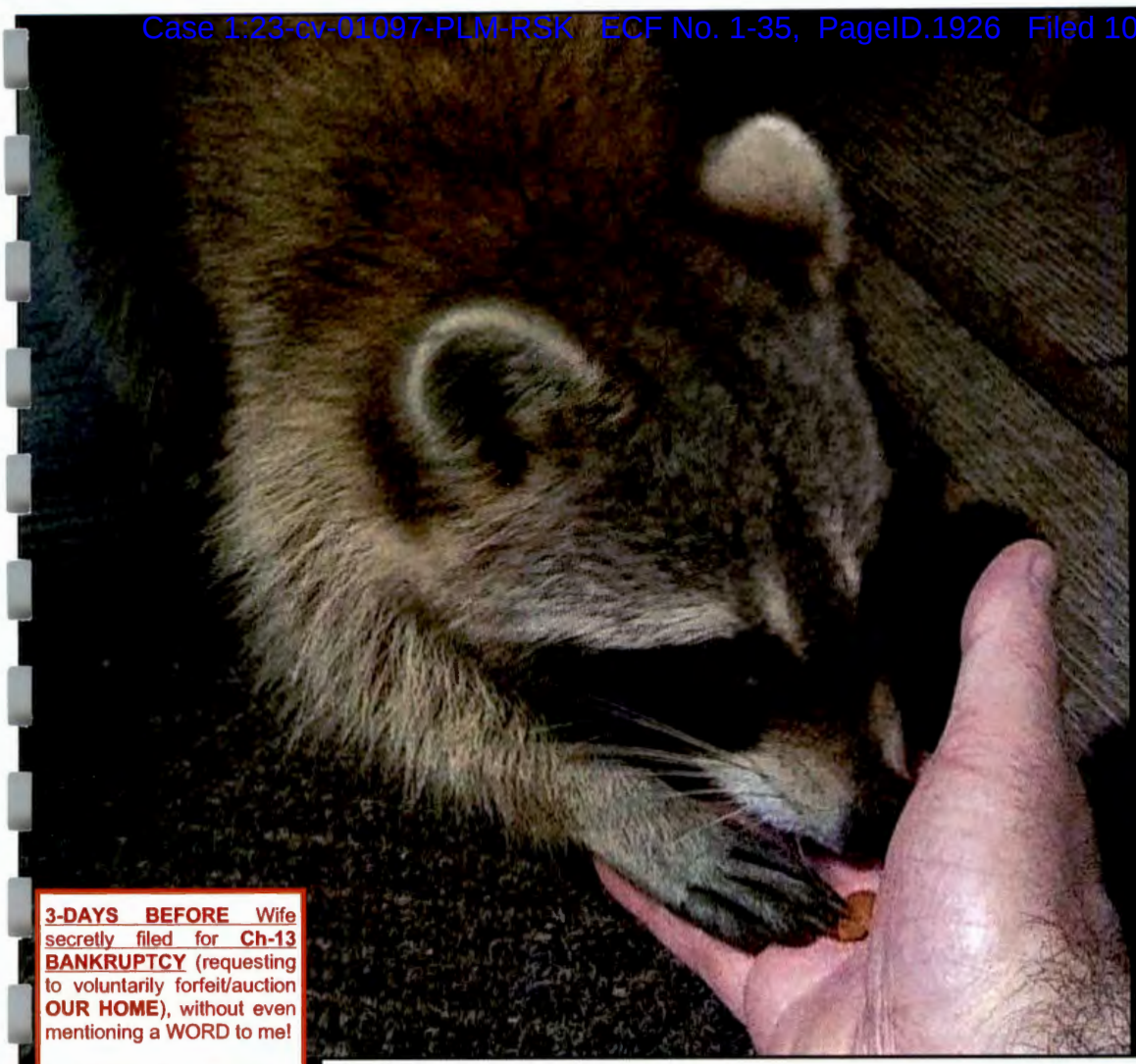
ALL THREE actions brought against me by Attorney Virginia Lee Story, on behalf of my Wife, were substantially FRAUDULENT, leveraging FALSE TESTIMONY, continual deception, bad faith, perjury, an absurd amount of malicious litigation, while grossly violating every single oath of office. Not even showing me an ounce of humanity, consideration, or care for IF or HOW I could support myself or survive thereafter!

They literally STOLE OUR beautiful $500k Brentwood HOME, which I had my entire life's savings, my pre-marital retirement funds, and a decade of my METICULOUS LABOR invested in, while REFUSING me DUE PROCESS. As they heavy-handedly ordered the WCSO to forcefully evict me (with absolutely no need or justification for any "police" presence), simply to dominate, demean, and humiliate me MORE!

The Court, my Wife, and her Counsel (in both State and Federal Courts simultaneously) all knew that I was currently unemployed (by our MUTUAL agreement during that season, despite her fraudulent claims). They further KNEW that I had nowhere else that I could obtain shelter within the State of Tennessee, nor the funds by which I could meet my most basic needs, to simply eat, maintain my medications, and survive through our divorce. (This same Court would NEVER do this to a WOMAN under similar circumstances!)

Since my Wife, who had voluntarily been our family's PRIMARY BREADWINNER for over a decade (after obtaining her professional license as an "Architect", thereby tripling her income over time), had ALSO abruptly terminated all means of financial support, coinciding with her Counsel, (again, without ANY notice)!

2019-09-28 FENTON MARITAL RESIDENCE - FORCED AUCTION - TOTAL LOSS - 1986 Sunnyside Drive, Brentwood



Then "THEY" later converted the "Ex Parte" into a FULL **"ORDER OF PROTECTION"**, though still posing **absolutely NO threat to WIFE!** Carelessly destroying my ability to pass preemployment background checks, while needing a JOB more than ever, to simply SURVIVE their CRUEL and INHUMANE ORDERS!

All via a FRAUDULENT AFFIDAVIT and "DEFAULT JUDGMENTS", while DEPRIVING me of ALL RIGHTS to participate in MY HEARINGS!

Further followed by an outrageous, crippling, **FIVE-YEAR EXTENSION**, without even mailing me a NOTICE or a MOTION! (Still to DATE!)

There is NOTHING "LEGAL" about this! It is ALL about POWER, BIAS, DISCRIMINATION, COLLUSION, CONTROL, DOMINANCE & ABUSE!

I thought that "Lady Justice" held SCALES while wearing a BLINDFOLD?

Apparently not in Williamson County Tennessee!

I LOVED MIDDLE TENNESSEE!
I was a hard working, honest, tax paying CITIZEN for **25-years!** Until the day that I first met **Judge Michael W. Binkley** and his close personal friend, **Attorney Virginia Lee Story!**

Regretfully now, I hope to NEVER step on Tennessee soil again, ever!

3-DAYS BEFORE Wife secretly filed for **Ch-13 BANKRUPTCY** (requesting to voluntarily forfeit/auction **OUR HOME**), without even mentioning a WORD to me!

I accidentally discovered this (from her attorney) on 6/14/2019. FIVE DAYS LATER, Wife applied for a FRAUDULENT "OP" under FALSE TESTIMONY!

I have NEVER threatened to harm her, or laid a single finger on her in anger! EVER! (While I have ZERO Arrests, Complaints, Priors, NOTHING!)

Even though WIFE is a HIGHLY TRAINED and HEAVILY EQUIPPED firearms and self-defense EXPERT!

She is a Licensed TN HANDGUN INSTRUCTOR, with serious military assault rifles, and over 5,000 Rnds. of ammo when she left!

Yet somehow she obtained an OP "Ex Parte" from **Judge Michael W. Binkley**, who just "happens" to be CLOSE PERSONAL FRIENDS with Wife's divorce attorney, **Virginia Lee Story**.

Welcome back to the **OLD SOUTH!** Let's all practice saying, **"YES MASTER!"**

I held out good for my raccoon buddy in my hand tonight, and he touched both his cold little nose and his paw to my hand.

https://1drv.ms/v/s!AlWyAYYGDEXasH4MLLYxg0ct2nKs

I DID IT!!!

Apr 23, 2019

F OMG! raccoon!!! 😀

Fawn Fenton (mobile) · Apr 23, 2019

Was that not COOL AS HECK? I did like you told me... Trying to keep the door barely split so he didn't come inside, while taking a video with one hand, holding out the food in the other hand, trying to focus, call to him..... And you say that I can't multi-task!

I've interacted with him a ton through the glass, and a little outdoors, but that was the first time that we touched each other. He was super gentle, with his warm soft little tongue eating out of my hand, with never the slightest nip!

Apr 23, 2019

F Love little raccoon!! 😊

Fawn Fenton (mobile) · Apr 23, 2019

IMPORTANT TIME MARKERS FOR THE AUDIO RECORDING BELOW:

"2018-10-27 Fenton Phone Call – Dividing Property.mp3"

Confirming my email is on the same page... dropping suite and selling the home ourselves, then getting an amicable divorce with free state forms, after there is no joint property or debts left. (That way we can save money on legal fees and decide how to split our property and debts.)

00:06 Fawn's PLAYFUL "Hello" Voice

02:30 I want to take the dehumidifier with me to my mom's because the basement is really humid - Fawn approves.

03:10 Security System or Cameras - both, all, can take.

03:25 Last but not least, the Television (Fawn "kinda wants it", "would like to have it". Whatever but she would like to have it.) I can take all the smaller TVs.
Talk about me maintaining residency here... possibly with using her address... she isn't excited about it, but we'll talk about it later.

06:55 She will get the Aquarium out before it goes on the market - she affirms. Will start working on getting her stuff out of the house on the weekends.

07:00 So will you hire a lawncare while I am gone, so I can put some of that in storage? Yeah.

07:27 The reason I don't want any of the holding costs to come out of my share, is because it wasn't my choice that we have two residences, you know, so it doesn't seem... Yeah, whatever.

07:39 Still it's far and away more money that you'll be able to apply towards your debt than if we paid off all of mine, right? Yeah. For Sure!

07:52 I mean, splitting it 50/50 is totally fair, and that's what I would want to do.

08:00 Fawn strongly doesn't want a tenant, if we can avoid it.

08:33 Great Wall of Fire... Ask Around when I'm up there...

Fawn confirms that she will let me know on Monday how we need to proceed with Non-Suit with court.

BELOW ARE SOME TIME MARKERS FOR CRITICAL PORTIONS OF THE ATTACHED AUDIO RECORDINGS:

2019-08-29 Hearing at the Old Courthouse - Michael Binkley - Virginia Story - Pro Se: "M2019-02059 Transcript of Evidence-2b (audio recording).mp3":

4:53	Story:	"He said that he was moving September 1st, that is Sunday." **(BOLD face LIE, I NEVER said that!)**
5:00	Jeff:	"that was my tenants move out by then."
5:04	Story:	"That is not true, he says he had 45-days AFTER September 1st to move, but that wouldn't even make sense." **(Which is NOT what I said or MEANT!)**

According to the Judgment on 8/1/2019 (included herein):

- My Tenant's had 30-days, from 8/1, to move-out.
- The AUCTION was set to take place within 45-days, from 8/1.
- So, there should have been approximately 15-DAYS where I would live in MY HOME BY MYSELF, between the date that my Tenant's were forced to vacate, until the AUCTION was scheduled to take place.
- NEVER did the Court Order on 8/1/2019 require me to vacate my home prior to the sale.
- I was SUPPOSED to be allowed to remain in my HOME, until the SALES proceeds provided me with another place to LIVE!

I had hoped to voluntarily leave a day before the sale, simply so that I wouldn't need to be present during the auction, not because I was required to move by any specific date. *(According to the 8/1/2018 Court Order (TR v1, Pages 110-112) ATTACHED.)*

5:28	Story:	"So he's got to be out for them to get this place ready to go." **(THIS IS NEW INFORMATION)**
5:38	Story:	"I have seen correspondence where he said September 1st **(BOLD face LIE, I NEVER said that!)**, now he is saying he can't, so I would suggest September 3rd, which is next Tuesday, and"

5:50 Story: "I would like the Order to reflect, that the Williamson County Sheriff's Department will accompany him, and at this point, off the property."

6:00 Story: "I don't think that he needs to take any property."

6:04 Story: "What he did your honor, we in **this response he filed, they had a TV... a Sony TV... he now tells me in this response, that he sold it for $1,000.** The TV was MARITAL PROPERTY, but it was "negotiable" (as proven in the attached phone call with my Wife), yet NOTHING HAPPENED DURING THE STATUORY INJUNCTION, WHICH Ms. STORY KNEW (please see my correspondence, via email, with her afterwards), yet she INTENTIONALLY DECEIVED THE JUDGE TO HARM ME! **That is TEXT BOOK PERJURY!**

JUST FYI... in the END, I retrieved the TV and LEFT it as a GIFT for Ms. Fenton, not because I had any LEGAL duty to do so, but simply as a KISS ON THE CHEEK!

6:21 Story: "and then the other thing, there was a dehumidifier in the basement, that was like a $2500 - $3500 dehumidifier for moisture, he sold that." (I had Ms. Fenton's PERMISSION TO TAKE THE DEHUMIDIFIER, WHICH WAS A FREE-STANDING UNIT THAT WAS NEVER ATTACHED TO THE HOUSE, hence it remained PERSONAL PROPERTY. While Ms. Fenton and I had previously DECIDED that I was to keep it to take to my MOTHER'S house! (Proven in the 2018-10-27 Fenton Phone Call – attached.) Plus, the unit was paid for using MY CREDIT, for which I STILL OWE some of the DEBT!)

Even if Ms. Story HAD no knowledge of this, she was still INTENTIONALLY DECEIVING THE COURT, because it was NOT on Ms. Fenton's LIST of personal property which she wanted, PLUS MS. Story already acknowledged at the TOP of **Wife's Petition for Divorce**, that **"IV. Plaintiff would show that the parties have no assets other than personal property which has been divided with the exception of a few items. Husband and Wife have lived separately since April**

2018." WHICH I CONSTANTLY reminded Ms. Story about, yet she didn't care, while SOMEHOW all the Personal Property remaining in OUR HOME (ALL ADMITTEDLY MINE - EXCEPT FOR ABOUT 6-ITEMS) was somehow CONVERTED back into MARITAL PROPERTY, and ordered to be AUCTIONED WITH THE HOME as part of the MARITAL ESTATE. (This was PURE LEGAL BULLYING!)

6:33	Story:	"So if you let him, take anything out, at this point, it is going to be sold, and he's dissipating marital assets, which would be in violation of the restraining order." **(Pure PERJURY for reasons stated above!)**
10:27.0	Judge:	"Let me just tell you how it works."
10:36.9	Judge:	"The only way a judge can enfoce a court order..." (jail)
10:57.7	Judge:	"My personal feeling is, as a Judge, a Judge who does not backup his or her court order, is worthless...."
11:13.9	Judge:	"the last thing I want to do is put someone in jail for violating an order"
11:32.7	Jeff:	"And just as a question, were we saying that I disobeyed a court order?"
11:38.2	Judge:	"No, no, nope, we don't have anything like that really in front of us, but, but....let me tell you what I'm going to do here, because we have to get moving."
11:49.6	Jeff:	"Right. Can I still tell a little bit of my side? er?
11:52:9	Judge:	"Ah..."
11:54.0	Jeff:	"Before you rule on all of that?"
11:55.6	Judge:	"Briefly."
11:57.8	Jeff:	*BEGAN TO BRIEFLY HEAR MY TESTIMONY*
12:50.7	Judge:	*Cut me off and quit hearing my testimony. (7.1 Minutes of My Testimony Heard)*
13:20.0	Judge:	"So let me just tell you this. These are really easy issues. I have got to put an order down for you to be out of that house, on September 3rd...
13:29.9	Jeff:	"Can I speak a little more for a second?"
13:31:5	Judge:	"No, no, no..."
	Jeff:	"I can't be out that quick, Your Honor. Everything that I own is left in personal property. To say that I just take my clothes and lose everything I've owned all my life is not fair. That is not at all fair. And I don't mean to be hard. I'm willing to do

		things as quick as possible, but I cannot possibly move out without a two-week's time to do it. And I need to have some time where I know that there is not going to be anymore litigation for a while because I can't -- with the ADHD -- and one of the things I provided you is something from my psychiatrist on the different disorders I have, but I cannot physically do -- be a lawyer, play a lawyer, and packing at the same time. For example, that's –"
!@#$%!	Judge:	"Sir, I respect that. But we all have burdens."
	Jeff:	"Well –"
!@#$%!	Judge:	"Let me talk. We all have burdens. Everybody in this room has things going on in their lives to one extent or another, just like you do."
	Jeff:	"Right."
!@#$%!	Judge:	"I can't make excuses for that. Listen to what I'm saying. I don't want you and I to get crossways with each other. We have to get a date set. I'm not going to make it two weeks."
15:40.0	Jeff:	"We already agreed when me and my wife split it up, that what was left of the house is mine. What she came and tagged, was what's hers."
	Judge:	"This isn't working. What you want to do is be a lawyer."
	Jeff:	"No, I don't, I can't afford a lawyer."
	Judge:	"We are not touching any of the furniture and furnishings. You are to tag the items that you would like to have. Go buy some little tags, you know."
	Jeff:	"But I wanted to take them with me so I'm only going over the bridge one time. That's what I was saying."
	Judge:	"Well, I know that you would like to do that but we're not doing that. Okay? That's not the fair way to do it. And I'm not going to sit here and explain to you why it's not because it's part of the law that you assume when you stand up and start representing yourself. Assume that you know."
	Jeff:	"Okay. I'm sorry. I would rather stay in the house during the auction with that being the case. But the only reason I was going to leave ahead of time –"
	Judge:	"You're not going to stay in the house."
	Jeff:	"I'm not going to stay in the house?"
17:13.4	Judge:	"You're not going to stay in the house. You are going to leave September 3rd noon, and you've got to be out of there, or the Sherriff will escort you off the property."

17:22.5	Jeff:	"So what have I done wrong, to receive that kind of treatment your Honor?" "I mean, my wife had two months to move out, and made a bunch of trips."
17:31.0	Judge:	"We've already talked about all of that. We had a previous hearing. We have a previous court order. You are representing yourself. You are assumed to know everything that we've already talked about. I'm not going to go over it with you and spend four hours, I'm trying to be nice to you, when you are presumed to know and understand what we have already done. I'm trying my best to be patient with you, and you are trying my patience."
18:41.2	Judge:	"You are to tag the items that you would LIKE to have, that doesn't mean that you're going to get them."
18:53.4	Judge:	"In addition, you are to sign this contract today."
18:58.9	Jeff:	"The um, on the last court order you said that I could take my stuff with me after the 10-day walk-through, that was what your last court order said, and I would like to be able to do that."
23:04.8	**Judge:**	**"FAIR is something you do in the fall!"** *(At least unlike Ms. Story, the Judge was HONEST that time!)*

Jeff Fenton

From: Sandy Arons <sandyarons@getasmartdivorce.com>
Sent: Friday, July 27, 2018 12:06 PM
To: Jeff Fenton
Subject: RE: Alimony

Yes, I told Fawn the range for alimony is about 22.5% of her gross income.

Sandy

Sandy Arons, MBA
Certified Divorce Financial Analyst
Certified Financial Divorce Specialist
Accredited Financial Counselor & Mediator
750 Old Hickory Blvd.
Building Two, Suite 150
Brentwood, TN 37027
Tel: 615-376-8204 Fax: 615-376-8121
email: sandyarons@getasmartdivorce.com
website: www.getasmartdivorce.com

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]
Sent: Friday, July 27, 2018 9:57 AM
To: Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: Alimony

Hello Sandy,

Have you told Fawn yet how much alimony is going to be? The general ballpark?

Has she swallowed that pill yet?

I want to talk to her about some options with the house, but I need to understand if she knows this yet.

Thanks!

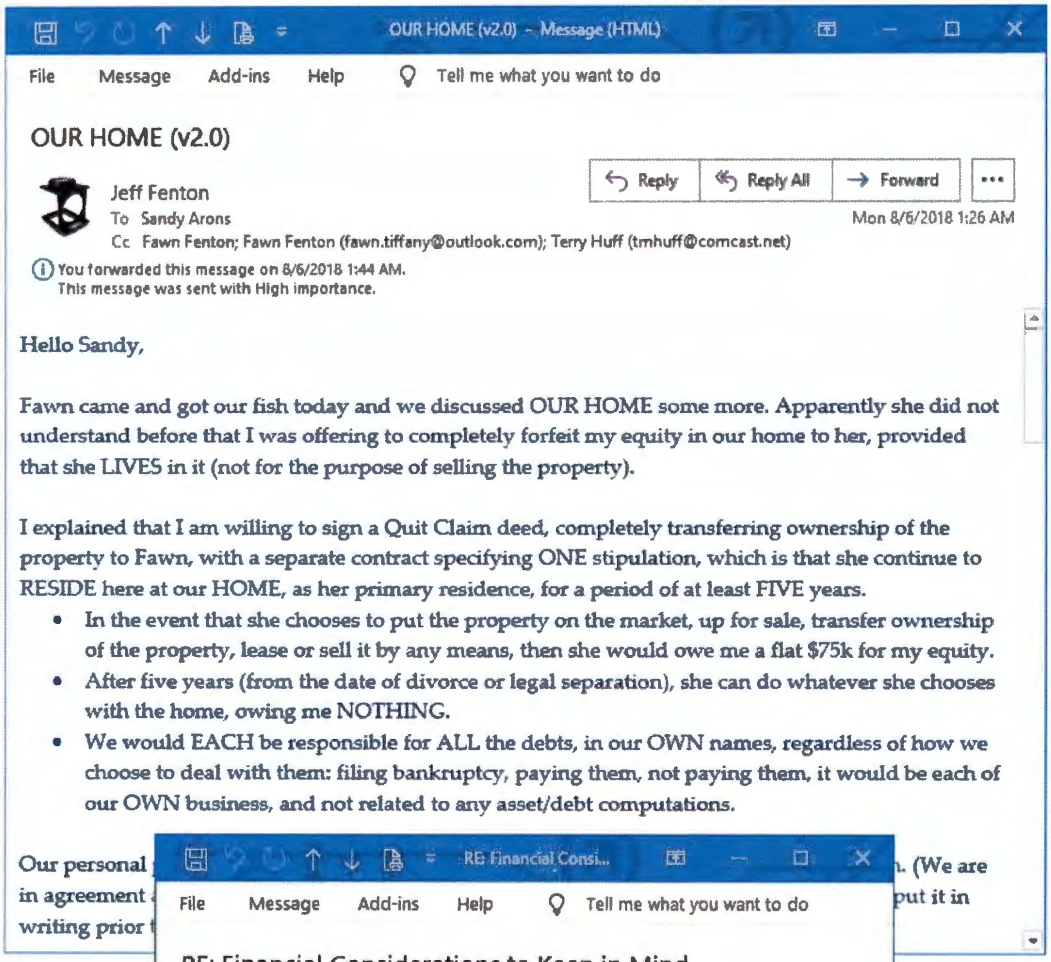
JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

TECHNICAL CONSULTING, SERVICES, AND SOLUTIONS,
WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!

SUBMIT OR RESPOND TO A SUPPORT TICKET HERE.

A DIVISION OF METICULOUS MARKETING LLC

2018-08-06 OFFERED TO GIVE MS. FENTON MY EQUITY FOR FREE!
(Regretfully She Declined)



OUR HOME (v2.0) - Message (HTML)

File Message Add-ins Help Tell me what you want to do

OUR HOME (v2.0)

Jeff Fenton
To Sandy Arons
Cc Fawn Fenton; Fawn Fenton (fawn.tiffany@outlook.com); Terry Huff (tmhuff@comcast.net)

Reply | Reply All | Forward | ...

Mon 8/6/2018 1:26 AM

You forwarded this message on 8/6/2018 1:44 AM.
This message was sent with High importance.

Hello Sandy,

Fawn came and got our fish today and we discussed OUR HOME some more. Apparently she did not understand before that I was offering to completely forfeit my equity in our home to her, provided that she LIVES in it (not for the purpose of selling the property).

I explained that I am willing to sign a Quit Claim deed, completely transferring ownership of the property to Fawn, with a separate contract specifying ONE stipulation, which is that she continue to RESIDE here at our HOME, as her primary residence, for a period of at least FIVE years.

- In the event that she chooses to put the property on the market, up for sale, transfer ownership of the property, lease or sell it by any means, then she would owe me a flat $75k for my equity.
- After five years (from the date of divorce or legal separation), she can do whatever she chooses with the home, owing me NOTHING.
- We would EACH be responsible for ALL the debts, in our OWN names, regardless of how we choose to deal with them: filing bankruptcy, paying them, not paying them, it would be each of our OWN business, and not related to any asset/debt computations.

Our personal ... (We are in agreement ... put it in writing prior ...

RE: Financial Consi...

File Message Add-ins Help Tell me what you want to do

RE: Financial Considerations to Keep in Mind

Fawn Fenton <fawn.tiffany@outlook.com>
To Jeff Fenton
Cc Sandy Arons

8/23/2018

You replied to this message on 8/23/2018 3:18 PM.

Fuck no, you are going to have to buy me out.

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Thursday, August 23, 2018 2:02 PM
To: Fawn Fenton <fawn.tiffany@outlook.com>
Cc: Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: Re: Financial Considerations to Keep in Mind

Nice that you made that choice for me too!

So are you willing to surrender your equity in this house to me, so that I can try to keep our home, so that all isn't lost?

Jeff Fenton
METICULOUS.tech

Jeff Fenton

From: Fawn Fenton <fawn.tiffany@outlook.com>
Sent: Tuesday, October 9, 2018 12:21 PM
To: Jeff Fenton
Subject: RE: Reply to your email (Missed This!)

At this point, to be honest, I do not really even want to keep the Sunnyside house. If the house is not sold, then I will be stuck paying for the very-expensive bills that come with the house, AND I will still have a ton of credit card debt from this divorce. I am emotionally burnt out, and Ken is making zero steps towards any transition plan for the company, so in a year or two I'd really like to take a less stressful job. I need life to be simpler to help me recover emotionally and financially after all of this upheaval. But I will be trapped as long as I'm saddled with the house + alimony + credit card debt. I don't know if I can realistically handle the stress level of being forced to make a high salary only to give it all away every month for many years into the future.

Just hypothetically, what are you intending or wanting to do about the old delinquent debts?

9:52 94%

Fawn Fenton

For the SOLE purpose of salvaging some portion of our previous FRIENDSHIP, if it is WORTH a couple hours of YOUR TIME, and some open minded discussion, with nothing to "win" or "lose" for either of us.

I honestly am not sure what Terry might or might not say. But it is WORTH it to me to invest MY TIME and money to find out, IF you will agree!?!?

Please let me know!

Dec 31, 2018

Yes, I absolutely would like to attend a couple of counseling sessions with you and Terry. Let me know when I should be there!

Pooey looks good! The vet

Type a message

9:58 93%

Fawn Fenton



The end of an era.



What time on the 30th should I expect you?



Type a message

9:51 94%

Fawn Fenton

Dec 31, 2018

Yes that all sounds fine about meeting with Terry. However he wants to handle it. I am wanting to hear his perspective. Definitely no arguing if at all possible, and I wouldn't blame him for cutting it off if there was arguing.

I have ACE from 3:-5:00 pm on Tuesday Jan 14, but so far that's the only non-negotiable thing on my calendar coming up. So just let me know date/ time whenever you find out.

F

Dec 31, 2018

Ok, sounds good! Thanks! I'll let you know as soon as I know.

Happy New Year!

Type a message

9:49 94%

Fawn Fenton

You are ALWAYS looking for a way to screw me over!

Don't worry, I will commit my every free moment to finding the recording where you promised to sign an alimony agreement before I had you a POA to sell our home. Again, it is all these games you play and your constant lying, which continues to keep me from moving forward and drags this process out!

Jan 5, 2019

F

I am NEVER trying to screw you over. You are paranoid.

Jan 5, 2019

Then KEEP YOUR PROMISES!

Incidentally, it's not called "paranoid" when people really are out to do you financial or other harm.

Type a message

9:47 94%

Fawn Fenton

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.) Your mood swings are so weird. I thought, based upon our emails, that we were not going to harrass each other with legal contracts. As I said, the terms of your alimony will be immortalized in the final divorce filing, which we will do after the house sells. I don't understand why you are suddenly freaking out for no reason.

F

Jan 6, 2019

You agreed to put it writing before I leave, now you are pretending you never agreed to that and refusing.

Type a message

9:46 94%

Fawn Fenton

Please confirm.

Your refusal to communicate would confirm the opposite again, which would result in me needing to divert from packing to prepare for another surprise attack from you legally.

Thanks.
Jeff

Jan 7, 2019

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.
Regarding leaving a few cameras and wireless etc, I guess that's fine, I don't see why not.

F

Jan 8, 2019

Type a message

From: (615) 333-7377 <16158371301.16153337377.km4F34MBb9@txt.voice.google.com>
Sent: Wednesday, January 23, 2019 4:14 PM
To: 837.1301@gmail.com
Subject: New text message from (615) 333-7377

Voice

Hello, I pray for some peace for you today. (Regarding your text right above, I used to always think of you like you were riding a stationary exercise bicycle; peddling furiously, working so hard, but going nowhere. Sorry, not that that helps.) Anyway, my cold is much much much worse today. At least I have donuts, those sure are good and cheer me up.

YOUR ACCOUNT HELP CENTER HELP FORUM

To edit your email preferences for text messages, go to the email notification settings in your account.

Google

Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

Fawn Fenton
(615) 333-7377 • mobile



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

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

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

Jan 30 2:31 AM

Fawn Fenton
(615) 333-7377 • mobile

Thanks!

I was just reading about the 2018 tax code...

Have you figured out the income tax ramifications of having no mortgage interest deduction (because you will live in an apartment), plus no spousal dependant (another lost $12k write-off), plus not being able to write-off the alimony you pay me, combined with the new 2018 tax laws? (Not to mention the loss of the "business in home" and other MM write-offs)?

Seriously, I'm concerned for how you have and continue to set yourself-up for your future.

It looks to me, like you will have double the taxable income that you previously had, which won't likely change for 5-10 years, until you can afford to purchase another condo and complete paying my alimony.

Have you really ran the numbers on all of this and considered for a moment if maybe there is some way for you to mitigate your tax losses?

It looks to me like you have created and are walking into the worst possible scenario tax wise, which will largely defeat much of the vocational success you've reached in recent years.

Am I missing something, misreading something, not understanding anything correctly? Have you discussed options with a CPA or even your brother, or someone with an MBA, or at least a tax professional?



I hate to see you screw yourself, especially to solely benefit Uncle Sam.

Is there no better way of doing this?



Dec 22, 2018



Correct, my tax situation is going to suck for a very long time.

Fawn Fenton (mobile) • Dec 22, 2018

Is there nothing we can do h

To help that?

Dec 22, 2018

Not that I know of.

Fawn Fenton (mobile) • Dec 22, 2018



Have you talked to your brother about it or asked an accountant?

Dec 22, 2018

Yes I've talked to mark and my dad. No haven't talked to an accountant. 90k gross - 31k taxes - 21k alimony = 38k net. Plus or minus.

Fawn Fenton (mobile) • Dec 22, 2018





Didn't your dad or Mark have any suggestions to bring down those insane taxes?

Dec 22, 2018

Nope. This is why I cannot afford to keep house, and need sale to help pay down debts.

Fawn Fenton (mobile) • Dec 22, 2018



Yet the house would save you how much in taxes?

Debts are all from this year... how did we fall so far so fast?

Dec 22, 2018

Someday when alimony is done, I can get a job making only $43k gross and have same net of +/- $38k.

Fawn Fenton (mobile) • Dec 22, 2018



That is crazy... their must be a smarter way to spend all that you've worked for?

So back to the house, how much does the mortgage interest take off your taxes?

Your dad and Mark didn't have any suggestions to help you pay less in taxes?

Hello?

If you kept house, you would have a massive tax write-off, plus if you got one female roommate, you would be earning equity, have money to slowly

Dec 22, 2018

Mortgage interest is about $12k.

Fawn Fenton (mobile) • Dec 22, 2018

Jeff Fenton

From: Fawn Fenton <fawn.tiffany@outlook.com>
Sent: Thursday, August 30, 2018 5:49 PM
To: Jeff Fenton; Fawn Fenton
Cc: Sandy Arons
Subject: RE: Offer to settle

Ken says he is willing to keep paying for you to be on our plan for 1 year, maybe through the end of 2019, "as long as you don't cause more problems", heh.
Beyond that, we'll have to see where things stand with you, and with my company.
(Our office lease is up in March 2020, and Ken really wants to retire, and so there's no telling what my job will be after that.)

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Thursday, August 30, 2018 2:18 PM
To: Fawn Fenton <fawn.tiffany@outlook.com>; Fawn Fenton <fawn.fenton@live.com>
Cc: Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: RE: Offer to settle

As I re-read this, there is one other substantial concern that I need to address, and that is health insurance. Without health insurance, the price of my meds alone would break me each month (just like your xyrem)!

Would Ken be willing to keep me on your health plan for ONE YEAR, until I can complete my job training and can acquire a job that offers health benefits? Without this, even Cobra I would have no way to pay for, if I don't have a job. I also should maintain my counseling throughout, but that goes back to my questions about the transitional period.

Debtor 1 **Fawn Tiffany Fenton** Case number (*if known*)

			For Debtor 1		For Debtor 2 or non-filing spouse
	Copy line 4 here	4.	$ 7,500.00		$ N/A
5.	**List all payroll deductions:**				
5a.	**Tax, Medicare, and Social Security deductions**	5a.	$ 1,654.96		$ N/A
5b.	**Mandatory contributions for retirement plans**	5b.	$ 0.00		$ N/A
5c.	**Voluntary contributions for retirement plans**	5c.	$ 0.00		$ N/A
5d.	**Required repayments of retirement fund loans**	5d.	$ 0.00		$ N/A
5e.	**Insurance**	5e.	$ 0.00		$ N/A
5f.	**Domestic support obligations**	5f.	$ 0.00		$ N/A
5g.	**Union dues**	5g.	$ 0.00		$ N/A
5h.	**Other deductions.** Specify:	5h.+	$ 0.00	+	$ N/A
6.	**Add the payroll deductions.** Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6.	$ 1,654.96		$ N/A
7.	**Calculate total monthly take-home pay.** Subtract line 6 from line 4.	7.	$ 5,845.04		$ N/A
8.	**List all other income regularly received:**				
8a.	**Net income from rental property and from operating a business, profession, or farm** Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a.	$ 0.00		$ N/A
8b.	**Interest and dividends**	8b.	$ 0.00		$ N/A
8c.	**Family support payments that you, a non-filing spouse, or a dependent regularly receive** Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c.	$ 0.00		$ N/A
8d.	**Unemployment compensation**	8d.	$ 0.00		$ N/A
8e.	**Social Security**	8e.	$ 0.00		$ N/A
8f.	**Other government assistance that you regularly receive** Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify:	8f.	$ 0.00		$ N/A
8g.	**Pension or retirement income**	8g.	$ 0.00		$ N/A
8h.	**Other monthly income.** Specify:	8h.+	$ 0.00	+	$ N/A
9.	**Add all other income.** Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9.	$ 0.00		$ N/A
10.	**Calculate monthly income.** Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10.	$ 5,845.04	+ $ N/A	= $ 5,845.04

11. **State all other regular contributions to the expenses that you list in *Schedule J*.**
Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives.
Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in *Schedule J*.
Specify: 11. +$ 0.00

12. **Add the amount in the last column of line 10 to the amount in line 11.** The result is the combined monthly income. Write that amount on the *Summary of Schedules* and *Statistical Summary of Certain Liabilities* and Related *Data*, if it applies 12. $ 5,845.04
Combined monthly income

13. **Do you expect an increase or decrease within the year after you file this form?**
■ No.
☐ Yes. Explain:

Adkisson & Associates Architects, Inc.

CLERK & MASTER
2019 AUG 15 AM 10:44
FILED FOR ENTRY

August 14, 2019

To all the employees of Adkisson & Associates Architects, Inc. (the **"Firm"**)

I want to let everyone know that November 2nd of this year is my 65th birthday. As a result, I plan to begin downsizing the Firm so that I can significantly reduce overhead costs prior to the end of the corporate fiscal year end on December 31, 2019.

I want to give everyone ample time to secure other employment. I will continue to pay your salary and benefits up through November 15, 2019 so long as you are working full time at the Firm. If you secure new employment prior to November 15, 2019, I will provide you with two (2) weeks severance pay from the new employment start date, but said severance pay will not extend beyond November 15, 2019.

I greatly appreciate your good work over the past years and wish you well in your future endeavors.

With many thanks,

Kenneth C. Adkisson
President

EXHIBIT
tabbies
2

ABSOLUTE AUCTION

LOCATION & DIRECTIONS



1986 Sunny Side Drive, Brentwood, TN 37027

From Nashville, take Hillsboro Road/US 431 South.
Then, turn left on Sunny Side Drive.
Home is on the right.

AUCTION TEAM



TOMMY ANDERSON
BROKER & AUCTIONEER
HND Auctions, LLC
Office: (615) 297-7711
Cell: (615) 969-5819
tom@tommyanderson.us



PAT MARLIN
BROKER & AUCTIONEER
McArthur Sanders Real Estate
Office: (615) 370-4663
pmarlin@mcarthursanders.com

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ABSOLUTE AUCTION

SATURDAY, SEPTEMBER 28 at 10:00 AM CST

1986 Sunny Side Drive, Brentwood, TN 37027



Fine brick home at Sunny Side Estates in Brentwood.

4 Bedrooms • 2 ½ Bathrooms • 1.48 Acre Grassland Lot

Nice Fenced Back Yard with Outdoor Deck. 9 Foot Ceilings and Spacious Rooms. Ceiling Fans. Wood Burning Fireplace. Modern Kitchen. New HVAC and Basement Moisture Barrier. And much more!

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FL #6200

"Whether buying or selling, our dedication and expertise in real estate auctions works for you."

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

ABSOLUTE AUCTION

SATURDAY, SEPTEMBER 28 at 10:00 AM CST

1986 Sunny Side Drive, Brentwood, TN 37027

4 Bedrooms • 2 ½ Bathrooms • 1.48 Acre Grassland Lot

Nice Fenced Back Yard with Outdoor Deck. 9 Foot Ceilings and Spacious Rooms. Ceiling Fans. Wood Burning Fireplace. Modern Kitchen. New HVAC and Basement Moisture Barrier. And much more!

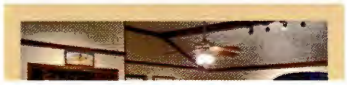
Some personal property included immediately following auction.













- **Formal Living Room: 13 x 15**
- **Eat-In Kitchen: 12 x 15**
- **Formal Dining Room: 12 x 13**
- **Bonus Room Over Garage with Washer & Dryer Hookup: 23 x 25**
- **Den with Fireplace: 13 x 19**
- **Bedroom 1 with Full Bath: 13 X 15**
- **Bedroom 2: 11 x 12**
- **Bedroom 3: 13 x 13**
- **Bedroom 4: 11 x 12**









TERMS & CONDITIONS

Cash. Ten percent (10%) down at auction as earnest money. Please make all financial arrangements prior to auction and bring checkbook. Closing within thirty (30) days with Banker's Title & Escrow Attorney, Sam Anderson, (615) 661-7711. Deed and insured title furnished. For possible financing, contact F & M Bank, Billy Winfree, (615) 942-5877 to pre-qualify or use your own bank. Six percent (6%) buyer's premium added to final bid to arrive at contract price.

Announcements on day of sale take precedence over ALL other advertising.

HND Auctions, LLC
FL #6200

For more information, visit:
www.hndauctions.com

To place bids online, visit:
www.proxibid.com/HNDrealty

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

CONVERTED, MEANSYES, DISCH(D), NOCLOSE

U.S. Bankruptcy Court
MIDDLE DISTRICT OF TENNESSEE (Nashville)
Bankruptcy Petition #: 3:19-bk-02693

Assigned to: Charles M Walker
Chapter 7
Previous chapter 13
Original chapter 13
Voluntary
Asset

Date filed: 04/26/2019
Date converted: 12/06/2019
Debtor discharged: 04/15/2020
341 meeting: 01/06/2020
Deadline for objecting to discharge: 03/06/2020
Deadline for financial mgmt. course: 07/26/2019

Debtor disposition: Standard Discharge

Debtor
Fawn Tiffany Fenton
[redacted]
Brentwood, TN 37027
DAVIDSON-TN
SSN / ITIN: [redacted]
***aka* Fawn Tiffany Davenport**
***aka* Fawn Tiffany Ferguson**

represented by **MARY ELIZABETH AUSBROOKS**
ROTHSCHILD & AUSBROOKS
1222 16TH AVE SO
STE 12
NASHVILLE, TN 37212-2926
615-242-3996
Email: marybeth@rothschildbklaw.com

MARY ELIZABETH AUSBROOKS
(See above for address)

Alexander S. Koval
Rothschild & Ausbrooks, PLLC
1222 16th Ave. S.
Suite 12
Nashville, TN 37212
615 242 3996
Fax : 615 242 2003
TERMINATED: 10/04/2019

Trustee
HENRY EDWARD HILDEBRAND, III
OFFICE OF THE CHAPTER 13 TRUSTEE
PO BOX 340019
NASHVILLE, TN 37203-0019
615 244-1101
TERMINATED: 12/06/2019

Trustee
JOHN C. MCLEMORE
LAW OFFICE OF JOHN C. McLEMORE, PLLC
2000 RICHARD JONES RD., STE. 250
NASHVILLE, TN 37215

represented by **JOHN C. MCLEMORE**
LAW OFFICE OF JOHN C. McLEMORE, PLLC
2000 RICHARD JONES RD., STE. 250

WIFE emailed this to me 20-DAYS AFTER she had ALREADY secretly filed for BANKRUPTCY!

Jeff Fenton

From: Fawn Fenton <fawn.tiffany@outlook.com>
Sent: Thursday, May 16, 2019 5:02 PM
To:
RE: Terminate $500 Per Month - Partial Support - Keeping Utilities in Your Name for Now

Categories: 5-Email: Present to Court

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

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

Hey Fawn,

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

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

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

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

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

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

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

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

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

Anyhow, I hope that you are well.

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

TECHNICAL CONSULTING, SERVICES, AND SOLUTIONS,
WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!

SUBMIT OR RESPOND TO A SUPPORT TICKET HERE.

A DIVISION OF METICULOUS MARKETING LLC

WIFE emailed the message above to me 20-DAYS AFTER she had ALREADY secretly filed for BANKRUPTCY! While she knew that I had rented out two bedrooms, to help us BOTH cash-flow. She accepted the financial relief from me, without warning, while she had committed to paying our MORTGAGES throughout our Divorce (and probably beyond). NEVER did she share any dire financial failures to me, or provide the slightest hint that she was defaulting upon OUR MORTGAGE payments, thereby placing the totality of BOTH our life's savings in jeopardy, being entirely invested in our beautiful HOME, where we planned to spend the rest of our lives!

Nor did she give me a CLUE that she was filing for BANKRUPTCY, while secretly requesting to FORFEIT OUR JOINTLY DEEDED AND OWNED HOME! Without so much as providing me NOTICE, as her Bankruptcy Attorneys worked with Ms. Story as they BOTH fraudulently concealed my financial investment in and equal OWNERSHIP in our Jointly Deeded HOME!

FILED
CLERK & MASTER

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE AT FRANKLIN

2019 JUN -4 PM 3:34

FAWN TIFFANY FENTON,
Plaintiff/Wife,

FILED FOR ENTRY

v.

No. 48419 B

JEFFREY RYAN FENTON,
Defendant/Husband.

COMPLAINT FOR DIVORCE

Plaintiff, makes the following complaint for absolute divorce against, Defendant, and states as follows:

I.

Pursuant to Tenn. Code Ann. §36-4-106(b), Plaintiff has filed under seal the parties' statistical information, and further provides as follows:

Husband		Wife
Jeffrey Ryan Fenton	Full Name (and Maiden)	Fawn Tiffany Fenton (*Davenport*)
1986 Sunny Side Drive Brentwood, TN 37027	Mailing Address	102 Plum Nelly Circle Brentwood, TN 37027
24 years	Length of Residence in TN	20 years
October 8, 1969 Washington	Date and Place of Birth	January 22, 1973 Nevada
Caucasian	Race	Caucasian
3	Number of this marriage	2
Divorce	How did prior marriages end	Divorce
12	Years of Education	16
Unemployed	Employer Name and Address	Adkisson & Associates Architects, Inc. 3322 West End Avenue, Suite 103 Nashville, TN 37203

The parties were married on October 16, 2005 in Davidson County, Tennessee.

BY WIFE'S OWN DIVORCE COMPLAINT: "PLAINTIFF WOULD SHOW THAT THE PARTIES HAVE NO ASSETS OTHER THAN PERSONAL PROPERTY WHICH HAS BEEN DIVIDED WITH THE EXCEPTION OF A FEW ITEMS. HUSBAND AND WIFE HAVE LIVED SEPARATELY SINCE APRIL 2008." (SECTION IV.) ANY MENTION OF "PERSONAL PROPERTY" LATER, EXCEPT FOR THESE FEW ITEMS IS FRAUD & ABUSE!

Plaintiff has resided in the State of Tennessee more than six (6) months preceding the filing of this complaint. The acts complained of were committed while the Plaintiff was a bona fide resident of Tennessee.

II.

There are no children born of this marriage.

III.

Plaintiff would show that the parties have been experiencing difficulties in their marriage and all attempts at reconciliation have failed, thus rendering the marriage irreconcilably broken. Plaintiff requests that she be granted a divorce based on the grounds of irreconcilable differences, or in the alternative, if the parties are unable to reach an amicable agreement, then Plaintiff requests that she be granted a divorce on grounds of inappropriate marital conduct.

IV.

Plaintiff would show that the parties have no assets other than personal property which has been divided with the exception of a few items. Husband and Wife have lived separately since April 2018. Husband refuses to work and has not paid the mortgage payment or assisted with the mortgage payment or the bills of the home. Wife has spoken to Husband and made every attempt to have the house listed and Husband previously agreed in 2018 but then refused. Wife cannot continue to pay the mortgage payment and allow Husband to stay in the house without financial help. Husband has rented two of the bedrooms out and he retains the rent. Husband ran up over $10,000 in credit card debt in Wife's name. Wife has now had to file bankruptcy to manage the debt accrual which debt all in her name as Husband has not any credit since 2016. Wife requests that the house be sold immediately. Wife requests that she be awarded her attorney's fees.

WHEREFORE, Plaintiff prays for the following relief:

WIFE WAS TO COMPLETE THE WALK THROUGH: "TO IDENTIFY ITEMS OF (HER) PERSONAL PROPERTY" AND "PROVIDE A LIST TO HUSBAND WITHIN TEN (10) DAYS FROM AUGUST 1, 2019" (DUE BY: 8/11/2019) SO I COULD SELL MY PERSONAL PROPERTY, SINCE THE COURT DEPRIVED ME OF MY ONLY INCOME, WHICH WAS MY TENANT RENTS! YET THIS WASN'T COMPLETED UNTIL 8/23/2019!

FILED
WILLIAMSON COUNTY
CLERK & MASTER
2019 AUG -6 AM 9:22

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FAWN TIFFANY FENTON,
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON,
Defendant/Husband.

FILED FOR ENTRY 8-14-19
No. 48419B

RECEIVED BY
Judges' Chambers
Date: 8-6-19

EX PARTE ORDER OF PROTECTION EXTENDED PENDING FINAL HEARING AND ORDER GRANTING MOTION TO SELL MARITAL RESIDENCE BY AUCTION

This matter came on to be heard on the 1st day of August, 2019, before the Honorable Michael W. Binkley, Judge holding Court for the Chancery Court of Williamson County, Tennessee, upon Motion to Sell the Marital Residence by Auction and upon Ex Parte Order of Protection. It appearing to the Court based upon arguments of counsel, exhibits introduced and the record as a whole that the following shall be the Order of this Court.

It is therefore **ORDERED, ADJUDGED and DECREED** that the parties have reached an agreement to extend the Ex Parte Order of Protection pending final hearing in this cause. Husband shall remain under the Ex Parte Order and is enjoined and restrained from contacting Wife for any reason or from coming about her person. The Ex Parte Order of Protection shall remain in full force and effect and is extended pending further Orders of this Court and the hearing date is waived. Wife likewise is enjoined and restrained from contacting Husband for any reason or from coming about his person.

The Motion to Sell the Marital Residence by Auction is granted and the same shall be auctioned within 45 days from the date of August 1, 2019. Counsel for Husband and Wife will select a professional auctioneer as soon as possible so that the auctioneer can visit the property and market the sale in a fashion to obtain the best price possible for the home. The auctioneer shall prepare the property and market it for sale with the intent to obtain the highest sales price and most

WIFE WAS TO COMPLETE THE WALK THROUGH: "TO IDENTIFY ITEMS OF (HER) PERSONAL PROPERTY" AND "PROVIDE A LIST TO HUSBAND WITHIN TEN (10) DAYS FROM AUGUST 1, 2019" (DUE BY: 8/11/2019) SO I COULD SELL MY PERSONAL PROPERTY, SINCE THE COURT DEPRIVED ME OF MY ONLY INCOME, WHICH WAS MY TENANT RENTS! YET THIS WASN'T COMPLETED UNTIL 8/23/2019!

favorable terms possible in the parties' best interests. This property shall not be advertised as a desperation sell and the parties will rely on the auctioneer's recommendation, whether an estate sale or other means of marketing, to obtain a fair market price. The auction will be without reserve. Husband is enjoined and restrained from interfering with preparation of the home for auction, the auction or stalling the sale in any manner, either directly or indirectly. The attorneys for the parties will agree upon a date and time for Wife to walk through the home, since Wife has not been in the house since March 2018, to identify items of personal property and to inspect the premises. Wife will provide a list to Husband within ten (10) days from August 1, 2019, through their counsel, of the items of personal property that she would like to obtain and the parties will either agree upon the same or, if they cannot agree, then Wife may file a Motion with the Court to choose the items on her list. Husband will take such actions as necessary to move items of personal property that he would like to retain and tag, price or do whatever steps are necessary to sell the remaining items of personal property. The remaining items at the house that Husband does not take and Wife does not take shall be sold at auction. The net proceeds of the sale of the real property and the personal property shall be deposited into the Chancery Court Clerk's office and placed in an interest-bearing account on behalf of the parties. If either party needs funds from the equity prior to the Final Hearing in this cause or Agreed Order, then he or she may file a Motion with the Court to receive a portion of the funds which will be allocated against their respective share of the marital estate. Husband will notify his tenants to vacate the home on or before August 30, 2019.

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

ENTERED on this 14th day of August, 2019, NUNC PRO TUNC TO August 6, 2019. NB

MICHAEL W. BINKLEY, JUDGE

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

BACK BEFORE I UNDERSTOOD THE "APPROVED FOR ENTRY" PROCESS OF "PROPOSED" ORDERS VS. "AGREED ORDERS"

APPROVED FOR ENTRY:

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

Charles Duke / by per VLS
CHARLES M. DUKE; BPR #23607
Attorney for Defendant/Husband
LAW OFFICE OF CHARLES M. DUKE, LLC
1200 Villa Place, Suite 201
Nashville, TN 37212
(615) 541-1842
marty@mdukelaw.com

Mitchell Miller / by per VLS
MITCHELL MILLER; BPR #36126
Attorney for Defendant/Husband
SCHAFER LAW FIRM, PLLC
1200 Villa Place, Suite 200
Nashville, TN 37212
(615) 712-6394
mitchell@schaferlawfirmtn.com

CLERK'S CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing was sent by email and/or first-class mail to Charles M. Duke and Mitchell Miller, Attorneys for Husband, and Virginia Lee Story, Attorney for Wife, at their respective addresses, on this 14 day of August, 2019.

CLERK

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

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

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

INTRODUCTION

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

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

Rule 11. Orders and Judgments

Section 11.01 Preparation and Submission

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

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

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

COURT ORDER SAYS "WALK THROUGH " IS FIRST - BUT MS. STORY NEED NOT OBEY - I MUST WAIT TO SELL, UNTIL ITS TOO LATE!

Jeff Fenton

From: Charles M. Duke <marty@mdukelaw.com>
Sent: Monday, August 5, 2019 6:37 PM
To: Jeff Fenton
Cc: Mitchell Miller (mitchell@schafferlawfirmtn.com)
Subject: FW: Prep for auction of Fenton house
Attachments: PA030017 (2).JPG

Jeff:

Please see below from Virginia Story regarding the items Ms. Fenton would like to have form the house. In addition, we received and email earlier today listing the following additional item:

Glock pistol, 9mm model G-17. This gun is in Wife's name and purchased it in 2010. Mr. Fenton will need to provide a copy of the receipt of purchase or my client can retrieve when she is in the house for the walk through.

After you have reviewed this list, please advise whether or not you want to have the walk-through recorded, as mentioned below. When we have dates from Story on when they would like to set the walk-through, we will forward them to you.

Thanks.
Marty

From: Virginia Story [mailto:virginia@tnlaw.org]
Sent: Friday, August 02, 2019 9:10 AM
To: Charles M. Duke; Mitchell Miller (mitchell@schafferlawfirmtn.com)
Cc: Heidi Macy
Subject: FW: Prep for auction of Fenton house

Marty & Mitchell,

I have started the draft of the Order from yesterday and my assistant will send to you this am for your review and comments. Please let me know if you have any changes or if the same meets please authorize me to sign by permission.

My client has come up with just a few items that she would like from the house but we still need a walk through scheduled, I will send some dates and times soon but we need to know when the tenants and Mr. Fenton would prefer to be away from the house weekend or weekend?

From Ms. Fenton:

1. Three-piece custom painting by Tom Belloni (photo attached).
2. Large Sony "Bravia" 55" TV (that was a gift from my brother Christmas 2017) and associated sound bar and sub-woofer.
3. The large aquarium and most equipment associated with it (I don't think Jeff wants any of it), including the lightweight ladders used for cleaning it. This item will take me a solid day at least to clean out and prep to move (it's extremely heavy), and I will need to then hire guys to help me move it to my storage unit.
4. A few more tools (screwdrivers, drill, things like that).
5. A walk-through of the house and garage to be scheduled within 10 days.

COURT ORDER SAYS "WALK THROUGH " IS FIRST - BUT MS. STORY NEED NOT OBEY - I MUST WAIT TO SELL, UNTIL ITS TOO LATE!

Look forward to hearing from you with some possible dates. I have a company that I have used in the past that would accompany Ms. Fenton and video record the walk through so that Mr. Fenton knows that we do not remove any items. We could go on and take items 1-3 since they are very specific and then prepare a list from the walk through. Really Mr. Fenton's choice whether this is necessary or not to have a person record. Just let me know if you want me to get a quote to see what the costs to record the walk through would be?

Thanks,
Virginia

Virginia Lee Story
Attorney at Law
136 Fourth Avenue South
Franklin, TN 37064
(615) 790-1778
(615) 790-7468 fax
Virginia@tnlaw.org

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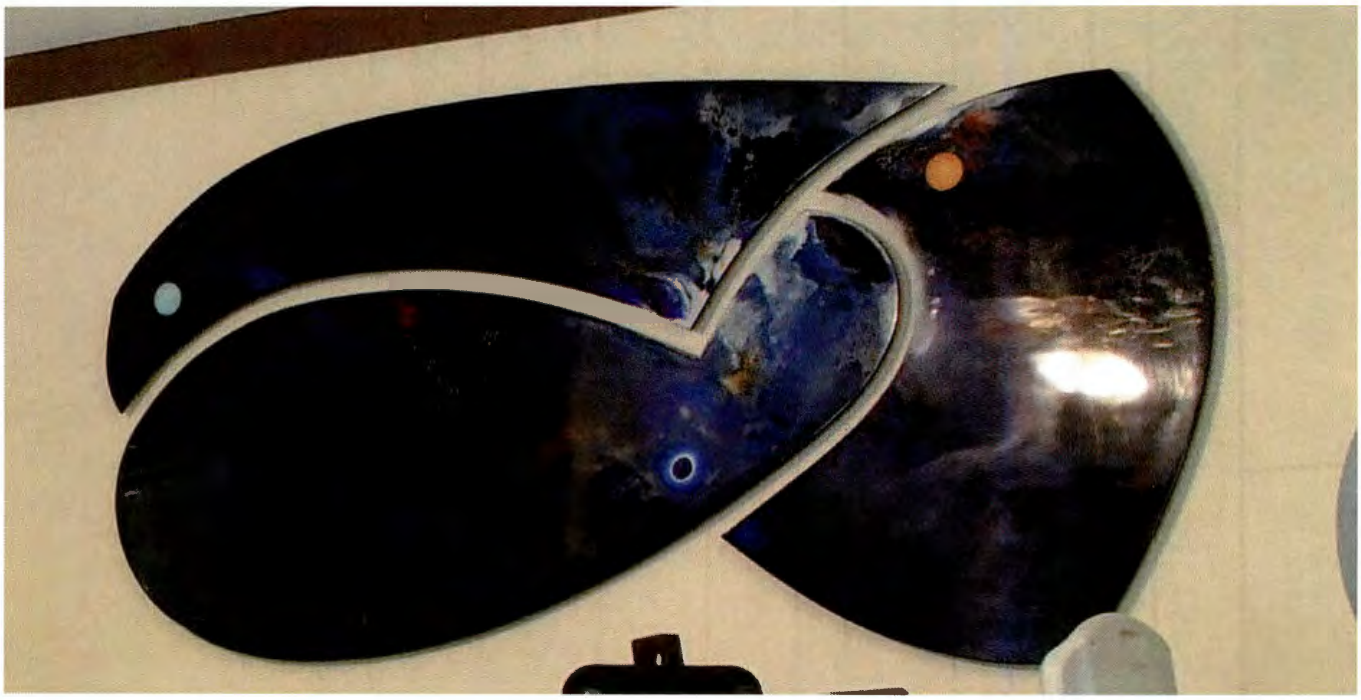
COURT ORDER SAYS "WALK THROUGH " IS FIRST - BUT MS. STORY NEED NOT OBEY - I MUST WAIT TO SELL, UNTIL ITS TOO LATE!



12-DAYS AFTER DATE IN COURT ORDER - TOO LATE FOR ME TO SELL FOR EXPENSES - WIFE'S FINAL LIST OF PERSONAL PROPERTY!

Story Abernathy & Campbell
PLLP | AN ASSOCIATION OF ATTORNEYS

Virginia Lee Story *
virginia@tnlaw.org

Joanie L. Abernathy
joanie@tnlaw.org

Neil Campbell *
neil@tnlaw.org

Kathryn L. Yarbrough
kyarbrough@tnlaw.org

Of Counsel:
James E. Story,*
Attorney at Law

Marissa L. Walters
Paralegal/Associate Attorney
marissa@tnlaw.org

HISTORIC DOWNTOWN
FRANKLIN, TENNESSEE
136 Fourth Avenue South
Franklin, TN 37064

OFFICE (615) 790-1778
FAX (615) 790-7468

*Licensed in Kentucky

August 23, 2019

Via email & first-class mail

Charles M. Duke
1200 Villa Place, Suite 201
Nashville, TN 37212

Mitchell Miller
1200 Villa Place, Suite 200
Nashville, TN 37212

Re: ***Fawn Tiffany Fenton vs. Jeffrey Ryan Fenton***
Williamson County Chancery Court No. 48419B

Dear Marty and Mitchell:

Thank you for helping to get the walk-through scheduled. I am hopeful that we can get Mr. Fenton's signature on the listing agreement ASAP so that we can move forward with the auction process as efficiently as possible.

My client put yellow post-it notes on the items that she would like to take from the residence. The only item that was not previously listed and that she tagged was the "gear clock" that is hanging on the brick over the fireplace. Additionally, she noticed that the Sony Bravia 55" TV, sound bar and subwoofer that she requested to take was missing from the residence. This was a gift from her brother. Please ask Mr. Fenton about the location of the TV. In the event that Mr. Fenton has sold the TV, sound bar and subwoofer, we would ask that he provide proof of the sale and documentation as to how much he received.

My client also noted that the dehumidifier equipment that the parties purchased for under the house was also missing. This was purchased a few years ago in order to reduce humidity in the crawlspace. It was a commercial-grade unit and costed several thousand dollars. Please ask Mr. Fenton what he did with this equipment and again, if he sold the equipment, we would ask that he provide proof of the sale and documentation as to how much he received.

Additionally, my client would like to have the pistol (Glock 9mm, model G-17), the brown blanket with the horse image (this was hers before the marriage), decorative plate in the kitchen with the snakes painted on it (this was hers before the marriage), and the small painting of the Parthenon currently hanging over the laundry closet (this was a gift to her from her family).

12-DAYS AFTER DATE IN COURT ORDER - TOO LATE FOR ME TO SELL FOR EXPENSES - WIFE'S FINAL LIST OF PERSONAL PROPERTY!

The only item that Ms. Fenton took with her yesterday afternoon was a blue pet-carrier. She will need to rent a truck or U-Haul in order to move the larger items. She would like to do this all in one trip sometime in mid-September. Hopefully, scheduling that will be easier as I understand that Mr. Fenton will be relocating to Michigan by September 1, 2019.

I will be drafting an MDA with the above items and division of proceeds of the equity from the home after payment of the marital debt for your review so hopefully Mr. Fenton will not have to return to Tennessee. As always, if you have any questions or concerns regarding the above, please feel free to contact me.

Sincerely,

Virginia Lee Story
Attorney at Law

cc: Ms. Fawn Fenton

I NEVER HEARD OR SAW ANYTHING ELSE ABOUT A "MDA" (MARITAL DISOLUTION AGREEMENT). I BELIEVE THAT CHANCELLOR MICHAEL W. BINKLEY AND ATTORNEY VIRGINIA LEE STORY, DECIDED IN AN EXPARTE' COMMUNICATION, NOT TO EVEN BOTHER OFFERING ME AN MDA, SINCE I NO LONGER HAD COUNSEL TO "PROTECT" ME. CHOSING INSTEAD TO TAG-TEAM ME, DEPRIVE ME OF ALL MY PROPERTY AND RIGHTS, "UNDER THE COLOR OF LAW", WHILE HAVING THE WILLIAMSON COUNTY SHERIFF'S OFFICE CHASE ME OUT OF MY HOME, AND SUBSEQUENTLY MIDDLE TENNESSEE, WITH NO WHERE ELSE FOR ME TO GO!

I BELIEVE THAT THEY CALCULATED THAT ONCE MY HOME AND MY MONEY WAS ALL GONE, THEN I WOULD NEVER BOTHER TO RETURN. ESPECIALLY SINCE I WAS ALL BUT GUARANTEED TO NEVER FIND ANY MERCY OR JUSTICE IN THAT COURT, NO MATTER HOW MUCH EVIDENCE I PROVIDED! THEY REFUSED TO EVEN HEAR MY SIDE!

THAT WAS WHY I HOPED TO SETTLE THIS OUT OF COURT WITH MY WIFE. SINCE SHE HAD ALREADY FORCEFULLY TAKEN, LIQUIDATED, AND DISBURSED THE WHOLE OF OUR PROPERTY, SAVINGS, AND OUR FINANCIAL INVESTMENTS, DEPRIVING ME OF EVERYTHING WE HAD BUILT TOGETHER AND EVEN SAVED FOR RETIREMENT BEFORE MEETING.

TO SEEK ANY LEGAL RESOLUTION, MEANT THAT EITHER HER OR I (OR BOTH) WOULD LOSE MORE, WITH LITTERALLY NOTHING FOR EITHER TO GAIN WITHOUT HURTING THE OTHER. WHICH WERE ALL UNACCEPTABLE OPTIONS TO ME. SO I BECAME WILLING TO FORFEIT ALL THE MONEY, IF WE COULD END THIS THE WAY WE BEGAN, BY OURSELVES, USING FREE COURT FORMS, DROPPING THE BLAME AND THE POWER GAMES, TO PEACEFULLY PART WITHOUT MORE DAMAGES.

I LEFT MY "PEACE OFFERING", WHICH THEY TOOK, WITHOUT ACCEPTING THE TERMS OF MY OFFER. WHILE INJURING ME FURTHER BECAUSE THEY COULD, DESPITE EVERY OATH OF OFFICE, LAWS, CIVIL RIGHTS, AND CONSTITUTIONS BY OUR STATE AND OUR COUNTRY!

IT WAS ALL ABOUT POWER AND DOMINANCE! PURELY MASOCHISTIC!

FOR THIS REASON I MUST SPEAK-UP, LEST ANOTHER PERSON EXPERIENCE WHAT I DID, IN WILLIAMSON COUNTY CHANCERY COURT, UNDER THE PERVERTED PRETENSE OF "JUSTICE"!

IN THE CHANCERY COURT FOR
WILLIAMSON COUNTY, TENNESSEE

FAWN TIFFANY FENTON, **Plaintiff/Wife,**	)	
	)	**Docket No 48419B**
vs.	)	
JEFFREY RYAN FENTON **Defendant/Husband**	)	

NOTICE

Comes now the Defendant, Jeffrey Ryan Fenton, the undersigned, and provides notice to the Court, and all interested parties, that I will be filing certain documents with the Court and defending myself in a pro se capacity for all matters beginning August 29, 2019, or before. Charles M. Duke, The Law Offices of Charles M. Duke, PLLC, Mitchell Miller and Schaffer Law Firm, PLLC will no longer represent me in this matter, and I agree to their request to withdraw from further representation of me.

Respectfully submitted,

Jeffrey Ryan Fenton

Judge Binkley and Attorney Story treated me like one of two things were TRUE, when NEITHER were. Either BOTH my Sets of Counsel "FIRED ME" (I initiated both terminations for different reasons):

#1 Attorney Brittany Gates
#2 Schaffer Law with Attorneys Duke & Miller

OR

That I'm an egomaniac, who believed that I would be BETTER SERVED by REPRESENTING MYSELF "Pro Se"! NEITHER ARE TRUE! I knew that I would suffer GREATER LOSSES without Counsel!

Brittany Gates completely failed to perform so I fired her. Schaffer Law wanted my mom to sign as a "GUARANTOR", since I'm "uncollectible". Instead I agreed to terminate them as soon as I could no longer afford to pay, so they wouldn't get "STUCK". After 8/1, I owed them $6,000 MORE. I couldn't pay!

I THOROUGHLY EXPLAINED TO MS. STORY THE BACKGROUND, OWNERSHIP, AND WHAT BECAME OF THE TV & DEHUMIDIFIER

Jeff Fenton

From: Jeff Fenton <jeff.fenton@live.com>
Sent: Wednesday, August 28, 2019 9:30 PM
To: Virginia Story
Cc: Heidi Macy; Kathryn Yarbrough; Mitchell Miller (mitchell@schafferlawfirmtn.com); Charles M. Duke; elaine.beeler@tncourts.gov
Subject: RE: Fenton vs. Fenton; Williamson County Chancery Court No. 48419B

Importance: High

Hello Ms. Story,

My apologies, but I recently finished writing my response. It is 50 pages long, and I still need to do a final proof read tonight, to make sure that my paragraphs line up with yours, make labels for all my exhibits, and make sure that my paragraph numbers and exhibit lettering matches up between the documents.

I called the Clerk & Master's office a few hours ago, and they said that someone is usually there at 7:30am to time stamp, and accept court filings, and they said that will still give them time for a clerk to deliver them to Chancellor Binkley before his hearings start.

My question is, for hand-delivering your copy tomorrow, would you like for me to bring that over to your office, or just provide it to you in the court room? If you would like me to bring it to your office, I probably can't be there before 8am, because I have a lot for the Clerk & Master to timestamp. I'm not really sure how long it will take them. My question is, what time is someone available in your office for me to provide it to them? And what time is Ms. Fenton meeting at your office, because I don't want to cross paths and violate my Temp OP? If for some reason I can't get there before you have Ms. Fenton scheduled to arrive, please just come up to me in the court room, whenever you peek inside, and I'll hand it all to you. (I've only seen you once, I'm not sure if I will recognize you, but I should be easy to spot, with the donkey I have carrying all my documents.

I apologize for not getting it to you sooner, and I totally understand if we need to postpone or reschedule. It was physically the fastest which I could get it done. Please let me know how you prefer to receive the docs tomorrow morning.

I understand that it is totally up to Chancellor Binkley's discretion whether or not to accept/consider it all. I also understand that it is pretty likely that he may want to delay ruling on your motions until he has had a chance to at least peruse some of my responses, to at least consider my position, experience, and perspective, before making such major rulings in my life.

I understand that the sale of the house is the most time sensitive matter, so I believe that we can probably get that part out of the way tomorrow, as I'm not trying to delay or derail that initiative. (I will need a small extension though in order to vacate in time, for Ms. Fenton to be able to get her stuff after I am gone, and then for Ms. Fenton to facilitate the Auction, which I am fine with, but only providing that I've moved out first.) I'm sure that during your walk-through, Ms. Fenton was pleased and CONVINCED that I am finally MOVING for SURE. I have been working as hard as I can at vacating the property, except that this legal work has hijacked all my time and focus this past week. As Ms. Fenton will attest, with my ADHD and my OCPD, I can honestly only focus on one major project or task at a time. I can do that one task or project well, but I can not multi-task significant or critical projects. My brain isn't wired that way. It is all one project, or another, but never both. So either I can perform a ton of legal research and try to figure out how to "play lawyer", or I can MOVE, but I am absolutely incapable of doing both concurrently. Although my move is really important, there is nothing currently more critical to MY future, than addressing any legal challenges which you initiate, so please just be

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aware, that whenever you do, you've just extended the amount of time which I will need to vacate the house by another week or two. I understand that a lawyer can do in a few hours what it takes me a week to do, but at nearly $20k in legal fees so far (largely of my mother's money), there is no way that I can afford retaining legal counsel any longer, or that I could even justify doing so, simply to wrestle over breadcrumbs. Yet the legal outcome is still critical to me, so I will represent myself to the best of my ability, taking as long or as little time as that requires.

I'm not arguing to keep or remain in the house, at all. I've accepted the move to Michigan, it is only this legal work which is slowing down my move at this point. As Ms. Fenton has probably told you, I'm afraid of heights, and I am absolutely terrified of driving over the Cincinatti bridge. I haven't driven over it myself in over a decade, and the last time that I did, I had a massive anxiety attack and nearly passed out, while driving a U-Haul to bring my grandfather's pool table down to Tennessee (which now I'm going to lose). Ms. Fenton was with me, and surely she can attest that once I cross it (somehow) to move up to Michigan, my legal business here needs to be wrapped-up, so that I won't be required to return. I'll speak with Chancellor Binkley tomorrow to explore my options.

The biggest challenge should this require me to remain here, either because I have not had time to focus on packing and moving, or because of further litigation, is that there is no realistic way for me to vacate the premises for the sale, and it won't be very slightly with boxes stacked everywhere and furniture broke down, to sell while I'm here. Plus I would need additional funds from Ms. Fenton to pay for my utilities and my food (approximately $1400 per month total), the same as my tenants were paying me, prior to you having them evicted. After transferring the utilities into my name, and since Ms. Fenton is not paying me ANY support currently, I can't survive here for any less than $1400 per month, unless Ms. Fenton transfers the utilities back into her name, in which case I could make it on a little less. This is just the bare essentials of course.

I checked on Pacer and saw that there has been a lot of activity, with many new documents since the last time that I checked. For the purpose of freeing up my time to finish getting my documents together for court tomorrow, rather than getting sidetracked catching up on reading Ms. Fenton's bankruptcy documents, can you please tell me where matters stand regarding the date which the mortgage companies are requiring the home to be sold by? Last time I read through the documents, her bankruptcy plan had been rejected as of that time, because the banks wanted a hard sell-by date. I know that Ms. Fenton's bankruptcy proposal states six months, which neither of the mortgage companies seem to object to, but they require a hard date to know when that will be by, prior to accepting her plan. If you can let me know how long she has, that will help me prepare for the discussion tomorrow with Chancellor Binkley, as well as know at what point I can trust that the litigation is over, so that I can break down my computer network and focus completely on packing. (I have a complex computer network, all my data is stored on a separate server, once I break-down my network, I won't be able to respond to any litigaton or find any documents, for probably two months, when I have it all set back up in Michigan. Hence, I need to make sure that it is "safe" to break it down, before I begin doing so.) Knowing Ms. Fenton's updated deadline with the mortgage companies, and if you plan on further litigation, would be helpful in determining when I can get serious about packing, which will have a direct impact upon when I can vacate by. I'd like this all to be done as quickly as possible, but I'm not going to get caught "with my pants down". We will need to have some sort of agreement, court order, or understanding, before I can proceed.

Anyhow, I just want you to be aware of the real challenges, despite what litigation is filed. I can only physically move so quickly, and do so many things at once. I want to help you and Ms. Fenton get what you want, I'm not trying to be an obstructionist in any way, but I will need a bit of a cease-fire in order for me to be able to do that, while representing myself, combined with the challenges of my disabilities.

Marty emailed me a couple of questions that you have about a few items of personal property, from your walk-through.

As for the items which Ms. Fenton pointed out inside the home, which she wants, I'm fine with ALL of that.

The Glock 9mm Model-17 pistol, Ms. Fenton took with her when she moved out. If she can't find it, please suggest that she check both of her rifle cases, especially the bottom tier of her newest double rifle case. I know that she filled those spaces up with stuff when moving out, so it could easily be lost in one of those. I specifically remember her taking it

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though, and since I've had to clear all the guns out of our home due to the OP, I know that it's not accidentally sitting somewhere in the gun vault or around our home. I also know that my friend who is storing my guns, checked them each in, and there was only one Glock, that being my .40 caliber.

The first time that Marty forwarded a question from you regarding the 9mm Glock, it looked as though Ms. Fenton wants the RECEIPT, not that she is missing the gun itself. So I'm unclear which it is at this point, but I don't have the gun, I specifically remember Ms. Fenton taking it with her, and I searched all over for the receipt, and I can't find that anywhere either. So I'm sorry not to able to help in either of those regards. I would if I could. Firearms are a part of the legacy of both of our lives, I would never try to cheat her on such a thing.

As for her interest/concerns regarding the TV and the Dehumidifier:

First of all, the TV/Sound Bar was MOSTLY a gift from Ms. Fenton's family (we contributed around $400 towards them, between a marital property check which Fawn wrote, to help pay for the soundbar, and some cash of mine leftover from my Duplex rents, because I wanted an upgraded model TV from the one which Ms. Fenton's brother Mark was offering to purchase us for Christmas.) Mark had a hard budget in his mind of paying $1,000, so I paid Mark the difference to purchase a better TV, which later on Mark also liked better, so when he returned to LA, he purchased the model which I selected for himself also.

So the "gift" portion of the TV, made it 50/50 marital property, despite whose family provided the gift, as it was given to us both equally, but the non-marital cash which I chipped in for the upgrade, actually made that TV more mine than Ms. Fentons. (Mark later gave Ms. Fenton a $2,500 rifle for her Christmas present, independent of me.)

As for the soundbar, that was primarily a gift to ME from Ms. Fenton's mother (Diane). Diane always likes to give extravagant gifts (my family never had the money for that), but Diane usually has no clue what to get me, and I am pretty picky, so honestly I am hard to purchase for. So on a couple of occasions, like when we were talking about a new iPhone that was released and I mentioned me planning to upgrade, Diane jumped on the opportunity to purchase it for me for Christmas, even though Christmas was months away, simply because it was within her price point, and she had the opportunity to know exactly what I wanted. (Instead of sending me cash or buying me something which I didn't want, which we also did a number of times.)

The Soundbar with the TV was the exact same thing. After purchasing the TV at Best Buy, Mark kept looking at the TV A/V equipment they had on sale, and found a TV/Soundbar combo, where you could purchase a decent soundbar also made by Sony, for a couple hundred dollars off, if you purchased it in conjunction with the TV we had purchased the day earlier. Mark got all excited about this combo, and got me interested in it, then Diane asked if that was what I would like for Christmas, and if so she would chip in a few hundred dollars, if Ms. Fenton and I paid the rest (which I think was about $225 out of our pocket.) So Mark, Diane, Ms. Fenton, and I all went back to Best Buy (after dining out together), had them return the TV from the day before, then repurchased the combo with the soundbar, Mark's contribution remained the same, Diane chipped in I think around $300, and I believe that we contributed around $225 (of marital funds) to complete the purchase.

So though there was around $225 of "marital property" money in that purchase, it was primarily purchased as a Christmas present for ME, from Diane. (Ms. Fenton got a load of other stuff from Diane for Christmas, as always.)

Anyway, the bottom line is, regardless of whose family GAVE the gift, it was "marital property", and more-so MINE than Ms. Fenton.

Ms. Fenton and I did discuss her potentially getting the TV, in different discussions we had about settlement offers and property divisions, but as we all know, none of those agreements were fully executed (which my $20k in legal fees currently attests to).

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Ms. Fenton knew that we reduced her temporary support from for my consumables from $1000 per month to $500 per month, before the end of last year, thinking that I was moving to Michigan to live with my mother. However after Ms. Fenton refused to put our verbal settlement agreement into writing, halting my move to Michigan, she never increased my temporary support back up to the $1,000 per month which I truly need (at a minimum) to meet my basic needs here. Consequentially, Ms. Fenton knew that I had a negative cash-flow of about $500 per month, for around six months, before I finally got roommates to cure both my negative cash flow, as well as Ms. Fenton's. (Ms. Fenton told me that she had a negative cash-flow at that time, of between $400 - $500 per month.) Of the $1,400 per month of rents which I received, I told Ms. Fenton that she could discontinue paying me $500 per month for my consumables (which should have made her cash-flow right there.), plus I also transferred all the utilities for our home into my name, even though Ms. Fenton had agreed via email, that I didn't need to, since saving the $500 per month was plenty acceptable for her, for the time-being. Yet I felt bad, having a TINY bit of cash in my pocket for once, and I transferred all the utilities into my name(which is approximately $400 per month during the summer), even not needing to do so per Ms. Fenton.

At that point, of my $1,400 per month in rents, Ms. Fenton was receiving $900 per month in financial relief, and should have been financially in the black by $400 - $500 per month. (Which is why I'm pretty darn sure that her bankruptcy is a scam, as her father also tried to get us to do that, leaving $100k of debt in MY name.)

Anyhow, I sold the TV for $1k cash, before I got roommates, just to meet my basic needs, due to my monthly shortfall. Marty mentioned you wanting to see a receipt for that, but I don't have one. I've never kept receipts for personal property which I've SOLD, only for that which I've PURCHASED. The only exception is firearms, which I always keep a paper record of, just in case the firearm is used in a crime later on, so that "the paper trail doesn't stop at ME", which I read about somewhere.

When I sold the TV, we didn't have any pending litigation, we weren't under any restraining orders, so it was all perfectly legal. It was just a quick cash item to sell, to help me buy food, meds, and gas. The idea being to simply exchange what I **have** for what I **needed** to survive. Which was the same idea later with getting roommates. I exchanged bedrooms and space which I had, for the money which both Ms. Fenton and I needed, to cash-flow ever month. Unlike Ms. Fenton, I do not possess credit lines with thousands of dollars of credit, to take up the slack when I don't cash-flow. I've borrowed way more money from my mother than I'll ever be comfortable with, but there were seasons when I absolutely refused to borrow any more from her, and I told Ms. Fenton that was one of those seasons, when I would instead sell whatever I needed to survive.

As for the dehumidifier, it is a commercial unit, which I love, but it didn't cost nearly as much as Ms. Fenton told you. I saw the receipt for it the other day, as I was sifting through my scanned receipts, and the dehumidifier itself was $2,100, when it was new, about 5 years ago. Ms. Fenton had already told me when I was moving to Michigan previously, that I could take it with me to use in my mother's small damp basement, since that was now going to be MY BEDROOM! Furthermore, the dehumidifier was completely purchased on MY CREDIT card, so if Ms. Fenton would like to split the approximately $100k of MARITAL DEBT, which WE abandoned in my name (thanks father-in-law), though creditors and judgments are still chasing me, then I will be happy to call it "marital property". Otherwise, that dehumidifier was MINE.

Additionally, the dehumidifier was a free-standing unit. It was never plumbed-in, nor was it ever directly wired-in, nor attached to any duct work. Hence it never became an "appurtenance", converted from "personal property" into part of the "real property". So I was free to do with it, whatever I wanted.

Either way, I sold it to my mom for $1,000. I don't believe that any of our personal property (except firearms) will retain more value than 50% of it's initial cost, when reselling it. (Especially at an auction!)

By the way, did the auctioneer provide you with an estimate, of what he believes our home might auction for? I have a lot of experience in real estate, but none in regards to auctions, except for one foreclosure auction, where I lost $90k in

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equity, when my duplex foreclosed, was purchased, and resold just three months later (investing less than $5k in improvements) for a $90k profit! That hurt us both!

Thank you . I'll see you tomorrow in court. Have a great night!

Jeffrey R. Fenton (Pro Se)
1986 Sunnyside Drive
Brentwood, TN 37027
(615) 837-1300

Docket No: 48419B
Fenton v. Fenton

MS. STORY LIED ABOUT EVERYTHING I EXPLAINED IN MY EMAIL THE NIGHT BEFORE, CLAIMING IT WAS IN MY PRO-SE FILING, FOR NO REASON OTHER THAN TO HARM ME! SHE LATER OBTAINED A FEDERAL BANKRUPTCY COURT ORDER TO SUPERSCEDE MY "PROTECTED INCOME AND ASSETS" PER TENNESSEE LAW, TO SELL OR DISCARD WHAT SHE FORCED ME TO LEAVE BEHIND!

MS. STORY: So he's got to be out for them to get this place ready to go.

THE COURT: All right. What date do you suggest?

MS. STORY: I have seen correspondence where he said September 1st. Now he's saying he can't. So I would suggest September 3rd, which is next Tuesday. And I would like the Order to reflect that the Williamson County sheriff's department will accompany him. And at this point --

THE COURT: You mean off the property?

MS. STORY: Off the property. And I don't think he needs to take any property.

What he did, Your Honor, in this response he filed, they had a TV that -- a Sony TV, a big screen, that my client's brother had given her. He now tells me in this response that he sold it for $1,000. And then the other thing, there was a dehumidifier in the basement that was like a $2,500 to 3,500 dehumidifier for moisture. He sold that. So if you let him take anything out at this point it's going to be sold and he's dissipating marital assets, which would be in violation of the restraining order.

And at this point Mr. Anderson, he can tag everything, they can video everything. We will

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you how it, works. Once I put a Court order down, I really expect people to obey it.

MR. FENTON: Yes.

THE COURT: And so the only way a judge can enforce a Court order if someone refuses to do it, and we're seeing it more and more, people are doing what they want to do and not really paying attention to a Court order. And I'm taking the time to tell you this because I don't want you and me to have problems with this.

MR. FENTON: No.

THE COURT: And let me tell you, my personal feeling is, as a judge, a judge who does not back up his or her Court order is worthless.

Now, if you have a reasonable excuse for disobeying an order, I will certainly hear it. And the last thing I want to do is put someone in jail for violating an order.

MR. FENTON: Yes. And that's the last thing I want, too.

THE COURT: Sure. Right. And so you and I have an understanding. And so you don't know me but I do mean what I say.

MR. FENTON: I believe that.

THE COURT: Okay. Good. And so we can

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dispense with the rest of that.

MR. FENTON: And just as a question, were we saying that I disobeyed the Court order? Because I had --

THE COURT: No, no, we don't have anything like that really in front of us but --

MR. FENTON: Okay.

THE COURT: But let me tell you what I'm going to do here because we have to get moving.

MR. FENTON: Right. Can I still tell a little bit of my side before you rule on all of that?

THE COURT: Briefly.

MR. FENTON: Okay. So basically on my side, the narrative that has been brought to the Court so far is completely fraudulent about my person, about who I am, about me being violent. All of this stuff. The documentation that I provided you with shows that my wife is a highly skilled handgun instructor who owns assault weapons, has 5,000 rounds of ammunition under her bed. I mean, she is trained by the NRA, certified by the State of Tennessee to do rape prevention, pepper spray, everything. So the whole guise of feeling physically endangered was not -- she tried to do that with her first attorney --

THE COURT: We're not dealing with that

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today.

MR. FENTON: I know. But that's basically the tone under which everything else is laid and that's --

THE COURT: I practiced law for 35 years. Long, hard years in the trenches.

MR. FENTON: Right.

THE COURT: I am trained to separate things in my mind that are important --

MR. FENTON: Okay.

THE COURT: -- and things that are unimportant. And I'm not trying to be rude to you, but you've got to trust me here. If you were a lawyer, I would be telling you the same thing. I would be saying, "Lawyer, that's not relevant to me right now."

MR. FENTON: Right.

THE COURT: I don't really care about all that. That's for another day. But let me just tell you this.

MR. FENTON: Okay.

THE COURT: These are real easy issues. I have got to put an order down for you to be out of that house.

MR. FENTON: I understand that.

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THE COURT: On September 3rd.

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

THE COURT: No.

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

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

MR. FENTON: Well --

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

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

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

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would like to have. Go buy some little tags, you know.
MR. FENTON: But I wanted to take them with me so I'm only going over the bridge one time. That's what I was saying.
THE COURT: Well, I know that you would like to do that but we're not doing that. Okay? That's not the fair way to do it. And I'm not going to sit here and explain to you why it's not because it's part of the law that you assume when you stand up and start representing yourself. Assume that you know.
MR. FENTON: Okay. Then I would rather --
THE COURT: I can't talk while you're talking.
MR. FENTON: Okay. I'm sorry. I would rather stay in the house during the auction with that being the case. But the only reason I was going to leave ahead of time --
THE COURT: You're not going to stay in the house.
MR. FENTON: I'm not going to stay in the house?
THE COURT: No, sir. You're going to

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

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

MR. FENTON: Yeah.

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

MR. FENTON: Uh-huh.

THE COURT: Is that a yes?

MR. FENTON: Yes, sir.

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

MR. FENTON: Uh-huh.

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

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

THE COURT: The day that you leave or that you have -- you have between now and September 3rd to get your personal items and you out of there.

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MR. FENTON: Yeah.

THE COURT: Do you understand that? Your personal items, sir. You're not stupid. Listen, please. Your personal items are your clothes, your personal jewelry, and that's it.

MR. FENTON: My bed or my furniture?

THE COURT: No, sir. I'm going to say it for the third time. No furniture, no furnishings, no nothing.

MR. FENTON: That's not what you said in the last order.

THE COURT: Sir, you're not paying attention. You're not listening to what has happened. You're not paying attention to anything. And I'm not going to spend three or four hours here at the -- just trying to be nice to you and go through everything again. I'm just not going to do that. You're expected to know all of this.

Now, you're choosing to represent yourself. There's not a thing that I can do about that.

MR. FENTON: I --

THE COURT: Excuse me. I'm talking.

When you choose to represent yourself, you take it upon yourself to know all of the rules, the law, everything.

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Now, that doesn't sound fair but that's part of why we have to do it. We can't sit here and be your lawyer for you and start explaining things to you.

MR. FENTON: Okay.

THE COURT: I will try to be as accommodating and as nice to you as I possibly can. I don't think you're accepting that very well.

MR. FENTON: I'm not trying to be stubborn.

THE COURT: You're trying to fuss with me and argue with me and that's not what we're going to do today.

MR. FENTON: I'm not trying to fuss and argue with you. It's not what I understood your last order to be.

THE COURT: I'm going to go over it one more time.

MR. FENTON: I heard you.

THE COURT: No. I don't want there to be any misunderstanding because you have interrupted me several times.

MR. FENTON: Can I say one thing?

THE COURT: No. Listen. Don't try my

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patience.

MR. FENTON: I'm not trying to.

THE COURT: Yeah, you are.

MR. FENTON: No, I'm not.

THE COURT: Well, quit being rude. This is what we're doing. You're going to sign this contract now. Give it to him, Ms. Story.

You are to be out of the house. Do not take any furniture, furnishings, or anything. But you're to be out September 3rd at noon. The only thing you can take with you -- I'm saying this for the fourth time because I don't want there to be a misunderstanding. This is going to be a court order. Now, items that you would like to have, that doesn't mean you're going to get them, tag them. Put a tag on them. Go to the 5 and 10 store, get some red tags, whatever, and say I want this. Post it. Or just put "H" on it, or something like that. Just commonsense.

Wait a minute. I'm not through.

There will be a deputy there to make sure that you followed the Court Order and do what you're supposed to do. That means -- let me finish. You keep wanting to interrupt. You're not listening to what I'm saying. You're thinking about what you're going to tell me. And then I don't want you coming in

MS. STORY LIED ABOUT EVERYTHING I EXPLAINED IN MY EMAIL THE NIGHT BEFORE, CLAIMING IT WAS IN MY PRO-SE FILING, FOR NO REASON OTHER THAN TO HARM ME! SHE LATER OBTAINED A FEDERAL BANKRUPTCY COURT ORDER TO SUPERSCEDE MY "PROTECTED INCOME AND ASSETS" PER TENNESSEE LAW, TO SELL OR DISCARD WHAT SHE FORCED ME TO LEAVE BEHIND!

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and say, Judge, I didn't really understand that.
Because I've been down this road with folks who represent themselves. They don't get it. They don't understand, and then they whine and bellyache and come back and say that just wasn't fair. Fair is something you do in the fall. This is a courtroom. You are expected to know the rules. I am trying to be as cordial and as nice to you as I can but you're not letting me. All right.
You signed the agreement, you understand that you're to be out September 3rd at 12 noon, no later. Not one minute later. You're to tag the items that you would like to have before you leave. Do you understand that?
MR. FENTON: Yes, sir.
THE COURT: Do not, in the meantime, move anything else out of that house. Do not sell anything. Do you understand me?
MR. FENTON: Uh-huh.
THE COURT: Is that a yes?
MR. FENTON: Yes. Yes, Your Honor.
THE COURT: Well, "uh-huh" doesn't --
MR. FENTON: I'm sorry. Yes, Your Honor.
THE COURT: We're not in the bar. We're in the courtroom.

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MR. FENTON: Okay.
THE COURT: All right. What else, Ms. Story?
MS. STORY: That'll do it. We can account for the items he sold at a later time and address that.
MR. FENTON: Can I make a comment about those, Your Honor?
THE COURT: No.
MR. FENTON: That is before this was in Court.
THE COURT: No, sir. I'm sorry. I've got to have a tight rein on this case. I knew that there were going to be problems at the beginning and I'm going to keep a tight rein and whatever I need to do to maintain the integrity of these Orders to maintain the integrity of this lawsuit, and for you to understand what your role is as a litigant representing themselves. I'm going to have to keep a tight rein on you. I would love to be nice --
MR. FENTON: I'm not --
THE COURT: Let me finish. Let me finish.
That would be much easier but you won't let me do it. So anything else, Ms. Story?

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MS. STORY: Since he probably will be moving to Michigan, I would be amenable to him attending the final hearing by telephone if he doesn't want to drive back. And I can tell you, I will try to accommodate him in any way I can.
THE COURT: I know you will. ~~You already have~~.
MS. STORY: And, also, the order probably needs to say that Ms. Fenton can execute any other documents that need to be executed because he might not be here to sign anything, that Mr. Anderson might need signed. So I would like to be able to put that in the Order.
THE COURT: All right. Then if you'll prepare the Order, that'll take care of us. That's what we're doing. That's the Order of the Court. Thank you very much.
(Proceedings were adjourned at 11:44 a.m.)

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REPORTER'S CERTIFICATE

I, Emily L. Sipe, Court Reporter and Notary Public, do hereby certify that I recorded to the best of my skill and ability by machine shorthand all the proceedings in the foregoing transcript, and that said transcript is a true, accurate, and complete transcript to the best of my ability.

I further certify that I am not an attorney or counsel of any of the parties, nor a relative or employee of any attorney or counsel connected with the action, nor financially interested in the action.

SIGNED this 18th day of September 2019.

Emily L. Sipe

Emily L. Sipe, RPR, LCR
Tennessee LCR No. 608
Expires: 6/30/2020

RECEIVED BY
Judge Chambers
Date 8-29-19

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 AUG 29 PM 2:34
FILED FOR ENTRY 8-29-19

FAWN TIFFANY FENTON, Plaintiff/Wife,	)	
vs.	)	**No. 48419B**
JEFFREY RYAN FENTON, Defendant/Husband.	)	

ORDER FROM AUGUST 29, 2019 HEARING

EX PARTE ORDER OF PROTECTION EXTENDED PENDING FINAL HEARING, RESETTING MOTION FOR VIOLATION OF ORDER OF PROTECTION, WAIVING MEDIATION AND SETTING FINAL HEARING, ORDER TO VACATE AND ORDER ALLOWING WIFE TO SIGN ALL NECESSARY CONTRACTS TO COMPLETE THE SALE OF THE MARITAL HOME AND CLOSING

This matter came on to be heard on the 29th day of August, 2019 before the Honorable Michael W. Binkley, Judge holding Court for the Chancery Court of Williamson County, Tennessee, upon Wife's Motion for Violation of Ex Parte Order of Protection and for Date Certain for Walk Through of House and Motion for Scheduling Order. It appearing to the Court based upon arguments of counsel, statements of Husband representing himself Pro Se, and the record as a whole that the following shall be the Order of this Court.

It is therefore **ORDERED, ADJUDGED and DECREED** that the Husband was again advised of the risks of proceeding Pro Se and that he is required to comply with the rules just as an attorney is required. Husband acknowledged that he understood and wishes to proceed Pro Se. The Motion for Violation of the Order of Protection will be continued pending further Orders of the Court as Husband had filed a very lengthy response on the morning of the hearing being August 29, 2019. The Motion for Violation of the Order of Protection will be reset with the Final Hearing in this cause set for October 21, 2019 at 9:00 a.m. The Motion for Scheduling Order and to Waive Mediation in this cause is appropriate and the same is granted.

MS. STORY LIED ABOUT EVERYTHING I EXPLAINED IN MY EMAIL THE NIGHT BEFORE, CLAIMING IT WAS IN MY PRO-SE FILING, FOR NO REASON OTHER THAN TO HARM ME! SHE LATER OBTAINED A FEDERAL BANKRUPTCY COURT ORDER TO SUPERSCEDE MY "PROTECTED INCOME AND ASSETS" PER TENNESSEE LAW, TO SELL OR DISCARD WHAT SHE FORCED ME TO LEAVE BEHIND!

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The Ex Parte Order of Protection shall remain in full force pending further hearing in this cause set for October 21, 2019 at 9:00 a.m. The form "Order Extending Ex Parte/Temporary Order of Protection" shall be executed and forwarded to the appropriate authorities.

Husband signed the listing agreement for the martial home with the Auctioneer, Mr. Tommy Anderson, on August 29, 2019. Wife shall be allowed to sign any further contracts to effectuate the sale and closings of the property located at 1986 Sunnyside Drive, Franklin, TN 37069. Husband shall vacate the martial home on or before September 3, 2019 at 12:00 noon. The Williamson County Sheriff's Office shall have a deputy on standby to ensure that Mr. Fenton is vacated and that he only takes with him his personal clothing, his jewelry and effects such as his toiletries and medication. Mr. Fenton shall not remove any further furnishings or personal property. Husband is admonished that he is under a Restraining Order pursuant to the Statutory Injunction entered upon the filing of the Complaint for Divorce as of June 4, 2019. Mr. Fenton filed a Notice with the Court to allow him to file pleadings Pro Se and in the pleadings filed with the Court he acknowledged that he had sold a TV gifted to his Wife from her brother for $1,000 and that he had sold a commercial dehumidifier which was at the marital residence for $2,500. These amounts will be accounted for at the Final Hearing and any other property sold will also be addressed at the Final Hearing. No further property will be removed by Mr. Fenton and he shall tag all items that he would like the Court to consider to be awarded to him. Any items that he does not wish to retain shall be sold at auction or Wife may retain. Pursuant to the Court Order, Wife has tagged the items that she would request to be awarded when she conducted the walk through pursuant to the Court Order from the August 1, 2019. (Order entered by Court on August 14, 2019.) The auction will take place pursuant to said Order of August 14, 2019 which is to be 45 days from August 1, 2019 with all proceeds to be deposited into the Clerk's office.

BACK BEFORE I UNDERSTOOD THE "APPROVED FOR ENTRY" PROCESS OF "PROPOSED" ORDERS VS. "AGREED ORDERS"

All other matters are reserved pending further Orders of this Court.

ENTERED on this 29th day of August 2019.

MICHAEL W. BINKLEY, JUDGE

APPROVED FOR ENTRY:

Michael W. Binkley
Circuit Court Judge/Chancellor
21st Judicial District, Division III

VIRGINIA LEE STORY; BPR #11700
Attorney for Plaintiff/Wife
136 Fourth Avenue South
Franklin, TN 37064
(615) 790-1778
virginia@tnlaw.org

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing was sent courtesy copy to Mr. Jeffrey Fenton, Defendant Pro Se, at 1986 Sunnyside Drive, Brentwood, TN 37027 on this 29th day of August, 2019.

VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing was sent courtesy copy to Mr. Jeffrey Fenton, Defendant Pro Se, at 1986 Sunnyside Drive, Brentwood, TN 37027, and to Virginia Lee Story, Attorney for Wife, at their respective addresses, on this 29 day of August, 2019.

CLERK

Jeff Fenton

From: Jeff Fenton
Sent: Friday, August 30, 2019 2:48 PM
To: Virginia Story; Heidi Macy; Kathryn Yarbrough
Cc: elaine.beeler@tncourts.gov
Subject: Miscommunication Yesterday
Attachments: 2019-08-29 COURT ORDER.pdf

Hello Ms. Story,

I just had the Clerk's and Master's Office send me a copy of the court order from yesterday.

Apparently there was a miscommunication somehow, between when you spoke about the TV and the Dehumidifier, where Chancellor Binkley understood your comments about me selling the them, to have occurred during the Restraining Order Statutory Injunction, which is not at all correct. This was months before.

It looks like that is what upset the Chancellor, and caused him to change his ruling to forbid me from taking any of my personal property with me when I move.

As I don't believe that was what you were alleging, and I know that isn't what happened, how do we get this cleared up, so that I can take my personal property with me, so that I can move to Michigan, as planned?

This seems to all be about a simple misunderstanding, more so that favoritism, as I thought. I just couldn't rationalize any other reason for such drastic changes in the order.

How do we fix this quickly so I can leave?

I've done nothing against the Statutory Injunction at all. If anything, a little bit of money could arguably be kept from my final proceeds.

Please advise, I want to get packing, but I legally can't.

Thanks.

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

TECHNICAL CONSULTING, SERVICES, A
WHEN IT'S WORTH DOING RIGHT TH
SUBMIT OR RESPOND TO A SUPPORT TICKET H
A DIVISION OF METICULOUS MARKETING LLC

This was BEFORE I understood about PROPOSED ORDERS and AGREED ORDERS, or had any idea that the "PREVAILING" Counsel WROTE THE COURT ORDER. Or understood that in Williamson County "PRO SE" Litigants aren't allowed to PARTICIPATE in the PROPOSED/AGREED ORDER PROCESS (as they are in some other Tennessee Judicial Districts), to submit corrections, or draft an alternative PROPOSED ORDER for the Judge to consider before ENDORSING and EXECUTING EITHER, thereby making it essentially LAW!

Ms. Story INTENTIONALLY TOLD the OPPOSITE OF THE TRUTH in COURT (which I believe is PERJURY), while after Court she WROTE THE COURT ORDER (unbeknownst to me then), slamming me for the very fault SHE PURPOSEFULLY MISLEAD the Court about, while (at the same time) she INSISTED in emails with me, that the SAME FAULT mentioned in the Court Order (WHICH SHE WROTE), wasn't really the CAUSE of the UNREASONABLY HARSH JUDGMENT. Claiming it caused me NO PREJUDICE whatsoever!

That's NOT just PERJURY and a violation of EVERY OATH OF OFFICE, it is also FRAUDULENT CONCEALMENT, HORRIBLY MALICIOUS LITIGATION, DEPRIVATION OF RIGHTS UNDER COLOR OF LAW, and I believe JUDICIAL COLLUSION & CORRUPTION!

THERE IS NO WAY, I CAN UNDERSTAND THIS, EXCEPT TO CONCLUDE THAT MS. STORY IS ABUSING ME, TO DOMINATE ME, FOR FUN!

Jeff Fenton

From: Virginia Story <virginia@tnlaw.org>
Sent: Friday, August 30, 2019 3:36 PM
To: Jeff Fenton; Heidi Macy; Kathryn Yarbrough
Cc: elaine.beeler@tncourts.gov
Subject: RE: Miscommunication Yesterday

Mr. Fenton,

The transcript will reflect that we had no verification of a date that you sold the property and there was no prejudice to you whatsoever as you had just mentioned this in your multiple page pleadings that you filed on the morning of the hearing 8/29/19.

You are welcome and should provide proof of when you sold the TV and dehumidifier as this will be addressed at the final hearing.

The Judge made the decision that you will take personal clothing, your jewelry and toiletries/medication only. He went over that several times with you.

You were not able to complete certain tasks in order to have the house ready for the auctioneers and at this point we will just have to store the items that you tag that you would like.

Remember whatever the storage fee is you will most likely have to pay out of your share of the proceeds so do not tag anything that you want the auctioneer to sale please. The more you sale the less you have to haul to Michigan. The proceeds from the sale of the real property and the proceeds from the sale of the furniture will be deposited into the clerk's office for save keeping.

Please note that our office is closed Monday for a holiday so we appreciate your not emailing after office hours which are 8 to 5 pm.

Thanks,
Virginia

Story Abernathy & Campbell
PLLP | AN ASSOCIATION OF ATTORNEYS

Virginia Lee Story
Attorney at Law
136 Fourth Avenue South
Franklin, TN 37064
(615) 790-1778
(615) 790-7468 fax
Virginia@tnlaw.org

Note *This e-mail contains PRIVILEGED and CONFIDENTIAL information intended only for the use of the specific individual or entity named above. If you or your employer is not the intended recipient of this e-mail, or an employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any unauthorized dissemination or copying of*

State of Tennessee	Court (Must Be Completed) CHANCERY COURT	County (Must Be Completed) WILLIAMSON COUNTY

WILLIAMSON COUNTY
CLERK & MASTER
2019 SEP 20 PM 3:40

Protected Income and Assets
(Affidavit of Claim Exemptions)

File No. 48419B
(Must Be Completed)

FILED FOR ENTRY

Division FRANKLIN
(Large Counties Only)

Plaintiff/Creditor FAWN TIFFANY FENTON
(Name: First, Middle, Last of person/company that filed lawsuit)

Defendant/Debtor JEFFREY RYAN FENTON
(Name: First, Middle, Last of the other person)

This Protected Income and Assets form is: ☒New/First time filed ☐Changed/Modified

You may use this form to tell the court about any income, property, or benefits that are protected from sale or seizure (garnishment) under state or federal law. You should file this form for each judgment you have against you.

You may have to pay a filing fee. Can't afford the fee? Ask the court clerk for a paper called a Request to Postpone Filing Fees and Order (Uniform Civil Affidavit of Indigency). Or go on the internet to www.tncourts.gov or www.justiceforalltn.com to get the form.

Fill out the form. Make a copy for each judgment against you **before you write in the file number and before signing the form.** Sign each copy. You can update this form if you need to protect new property. You must file an update for all unpaid judgments against you.

IMPORTANT! You can protect up to $10,000.00 worth of personal property (lines 1-6), and only up to $1,900 for line 7.

Some things are automatically protected. You do not have to list them below, such as: your family's clothing and suitcases or trunks where the clothing is stored, family portraits and photographs, the family bible and schoolbooks.

① I am the Defendant/Debtor in the court case listed above. I live in Tennessee and I claim that the following items are protected from garnishment. (TCA §§ 26-2-103 and 26-2-114). This personal property exemption right is in addition to certain items that are automatically exempt by law and do not need to be included in my $10,000 total, including funds on deposit in checking and/or savings accounts at:

[redacted]
Name of Bank

consisting solely of Social Security, SSI, Unemployment, Workers Comp, AFDC/Families First, Veteran's benefits, alimony or child support, and/or state, federal or city pension.

Item	Describe	Value: $1,850
1. Car, truck, or other vehicle	2003 BUICK LESABRE (WHITE) 4D	$ 1,800
	VIN: 1G4HR54K43U236502	

CAR COVER	TAN COVER MADE FOR LESABRE	$ 50.00
2. Furniture/Electronics		**$ 3,535**
QUEEN BED & FRAME	LYLA FOAM MATTRESS WITH DARK WOOD FRAME	$ 300
SCREEN ROOM DIVIDE	BROWN WOOD 4-PANEL	$ 100
MASTER CHAIR	BLUE/GRAY PLUS MICROFIBER	$ 50
LINEN HAMPERS	BROWN WICKER (2)	$ 40
FLOOR LAMP	BRASS (BEDROOM)	$ 25
OFFICE DESK SET	2 L-SHAPED GLASS TOP DESKS	$ 200
OFFICE DESK CHAIRS	CLOTH & VINYL SWIVEL CHAIRS	$ 50
FLOOR LAMPS	(2) SATIN NICKEL (OFFICE)	$ 30
GRAY FILING CABINET	SHORT-MATCHES DESK (OFFICE)	$ 30
FILING CABINETS	(2) HON BLACK METAL FULL-SIZE	$ 40
RED SECTIONAL	3-PIECE WITH 3-MATC PILLOWS	$ 350
LARGE RUN & PADDING	BENEATH SECTIONAL IN FAM/RM	$ 100
ENTERTAINMT CENTER	ESPRESSO WOOD	$ 300
END TABLE	ESPRESSO WOOD w/ DRAWERS	$ 100
COFFEE TABLE	ESPRESSO TRIANGULAR GLASS	$ 100
FLOOR LAMP	SATIN NICKEL (FR)	$ 30
LR COUCH & CHAIR	TAN PLUSH w/ TILE END TABLE & 2-TABLE TOP LAMPS	$ 200
LAMP STAND	IVORY BROKEN-SLAB	$ 50
BOOKSHELVES	BLACK COMPOSITE	$ 25
TV-TRAY SET	(4) NATURAL WOOD COLOR	$ 25
DINING ROOM SET	WOOD TABLE & 6-CHAIRS	$ 200
FRAMED ARTWORK	SOAR LIKE EAGLES	$ 50
FRAMED ARTWORK	BOBCAT & BIRD UP TREE (DAD)	$ 25
SAMSUNG 40" TV	ON ENTERTAINMENT CENTER	$ 150
MISC INPUT DEVICES	REMOTES, KEYBOARDS, MICE...	$ 65
CANON CAMERA	80D, 2 LENSES, CASE, ACCESS	$ 400
MANFROTO TRIPOD	055 XPROB TRIPOD w/ 229 HEAD	$ 150
MANFROTO TRIPOD	FREE FLOATING FOR VIDEO	$ 100
MOULTRIE 180I	GAME CAMERA w/ EXT BATTERY	$ 100
CYBERPOWER UPS(S)	MISC UNINTERRUPTIBLE POWER SUPPLIES & SURGE PROTECTORS	$ 150

Approved by the Tennessee Supreme Court
TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: #48419B)

3. Household goods		$ 3,320
DISHES, GLASSES, CROK, PANS, UTINCILS, CULTERY, FLATWARE	ASSORTED KITCHEN EQUIP FOR PREPARING, SERVING, STORING, EATING FOOD	$ 200
MICROWAVE	GE (WHITE)	$ 25
SERINITY PRAYER	PLAQUE OVER STOVE	$ 20
SHARK VACCUUM	ROCKET DUO w/ ATTACHMENTS	$ 75
CLEANING SUPPLIES	MISC BROOMS, MOPS, BUCKETS, SCRUB BRUSHES, SOAPS, DETERGENTS, CHEMICALS	$ 50
TOILETRIES	PAPERS, PERSONAL HYGIENE	$ 50
TOILETRIES (SURPLUS)	TOILET PAP, PAP TOWELS, KLEENEX	$ 75
DEHUMIDIFIER	SANTA FE "MAX DRY" 155	$ 1,000
LAWN MOWER	HONDA HRX217HYA	$ 150
GAS TRIMMER	STIHL FS250R	$ 100
CHAIN SAW	STIHL MS391	$ 200
DEWALT CHOP SAW	DEWALT DW705	$ 100
DEWALT 18V KIT	KIT: DW4CPK2 WITH CORDLESS DRILL DW959, RECIP SAW DW938	$ 100
PROTECTIVE HELMET	STIHL HELMET & FACE SHIELD	$ 25
ROLLING TOOL CHEST	CRAFTSMAN RED 10-DRAWER	$ 125
ALL TOTES IN CRAWL SPACE & HOUSE	TOTES BOTH BLACK AND GRAY, WITH CONTENTS AND EMPTY	$ 300
HAND TOOLS	ASSORTED HAND TOOLS OF ALL KINDS, SOCKETS, WRENCHES, SAWS, SHEETROCK, PAINTING, ELECTRICAL, PLUMBING, HOUSEHOLD MAINT & LT CONST	$ 350
MISC BLUNT TOOLS	MISC HAMMERS, PRY BARS, SLEDGEHAMMERS, AXES, SHOVELS, RAKES, YARD HAND TOOLS	$ 125
REGENT WORK LIGHTS	(3) ORANGE WORK LIGHTS	$ 50
MISC POWER CORDS	EXT CORD REELS – ALL SORTS	$ 100
MISC HARDWARE & ELECTRICAL SUPPLIES	CAT-5 CABLE, ELECTRICAL WIRE, LOOSE HARDWARE FITTINGS, ETC	$ 50
RIGID WET/DRY VAC	RIGID 6.25 HP 16-GAL	$ 30
FURNITURE DOLLYS	2 GROUND LEVEL DOLLYS	$ 20

4. **Bank Accounts**	Bank Name	Balance
NONE OTHER THAN LISTED ON PAGE-1	N/A	N/A
5. **Other**		**$ 1,180**
SENEGAL PARROT	PET BIRD NAMED "KIWI"	$ 100
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
SUREFIRE FLASHLIGHT	MODEL G2 CENTURION LED LGT	$ 30
6. Cash		**$ 107**
7. Tools of the Trade (Things I need to earn a living)		**$1,900**
CABLE MODEM	MOTOROLLA (MODEL MB8600)	$ 50
ROUTER & ACCESS PT	(2) ASUS (MODEL AC1900)	$ 100
UNINTERRUPTIBLE POWER SUPPLY	(2) CYBERPOWER (MODEL 1500PFCLCD)	$ 100
DELL 24" MONITORS	MODELS SP2309W & ST2320L	$ 100
DELL OPTIPLEX 380	DESKTOP COMPUTER (WIN-7)	$ 150
DELL OPTIPLEX 755	DESKTOP COMPUTER (WIN-XP)	$ 100
HP PAVILION HPE-500Y	DESKTOP COMPUTER (WIN-10)	$ 150
DVI KVMP SWITCH	ATEN CUBIQ (MODEL CS1644)	$ 50
MULTIMEDIA SPEAKER	HARMAN KARDON SOUNDSTICKS	$ 50
FUJITSU SCANNER	SCANSNAP IX500 DUPLEX DOC	$ 150
BROTHER LABEL MKR	P-TOUCH PRO XL	$ 60
WIRELESS HEADSET	PLANTRONICS (MODEL CS351N)	$ 30
CORDED HEADSET	PLANTRONICS (MODEL T20RA)	$ 30
DESKTOP TELEPHONE	PAN 4-LINE (MODEL KX-TG4000B)	$ 50
NETWORK PRINTER	RICOH AFICIO LASER (SPC410DN)	$ 350
AUSU NOTEBOOK	ASUS MODEL 305C	$ 150
SHREDDER & TRASH	PAPER SHREDDER& TRASH CANS	$ 30
WD PASSPORT & BOOK	USB BACKUP DRIVES	$ 100
DELL POWER EDGE	SC1420 SERVER (WINDOWS 2003)	$ 100

Approved by the Tennessee Supreme Court
TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: #48419B)

② **Read below then sign**:

I declare under penalty of perjury under the laws of the State of Tennessee that:

- The information on this form is true to the best of my knowledge.
- The information I provided is a correct and complete list of all of my income and assets to be protected.

Defendant/Debtor
Signs here: ▶ _____ Date: 9/18/2019

Sworn to and subscribed before me this 18th day of September, 20 19.

_____
Deputy Clerk or Notary Public

JOSHUA ORVIS
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF GENESEE
MY COMMISSION EXPIRES AUG 24, 2024

Certificate of Service
(How I gave this paper to the Plaintiff/Creditor)

I certify that I (**check one box**)

☐ hand delivered or

☒ mailed by first-class mail, properly addressed, a true and correct copy of this paper to the person listed below at the address below:

ATTORNEY VIRGINIA LEE STORY
Name of Who You Are Giving This To (The creditor's lawyer or the creditor if no lawyer)

136 FOURTH AVENUE SOUTH, FRANKLIN, TN 37064
Address of the Lawyer or the Creditor (Include City, State and Zip Code)

on 9/19/2019.
(Date you mailed/hand-delivered the copy)

▶ _____
Sign Your Name

IMPORTANT!

The court and clerks are not allowed to give you legal advice, even if you don't have a lawyer. This form is a public record. It is not legal advice. The law may change and it is

Bring the original and 2 copies of this form to the Court Clerk to be date stamped.
Give the original to the Court Clerk.
Bring a stamped envelope addressed for each plaintiff to the Court Clerk. Mail one copy to the lawyer or if there is no lawyer, mail it to the plaintiff or company that sued you. Keep one copy for yourself.

Story Abernathy & Campbell
PLLP | AN ASSOCIATION OF ATTORNEYS

Virginia Lee Story
virginia@tnlaw.org

Joanie L. Abernathy
joanie@tnlaw.org

Neil Campbell
neil@tnlaw.org

Kathryn L. Yarbrough
kyarbrough@tnlaw.org

Of Counsel:
James E. Story,
Attorney at Law

Marissa L. Walters
marissa@tnlaw.org

HISTORIC DOWNTOWN
FRANKLIN, TENNESSEE
136 Fourth Avenue South
Franklin, TN 37064

OFFICE (615) 790-1778
FAX (615) 790-7468

Licensed in Kentucky

September 26, 2019

Via First Class Mail and E-Mail

Mr. Jeffrey Fenton
17195 Silver Parkway, #150
Fenton, MI 48430
Jeff@meticulous.tech

Re: ***Fawn Tiffany Fenton vs. Jeffrey Ryan Fenton***
Williamson County Chancery Court No. 48419B

Dear Mr. Fenton:

To follow up on correspondence sent to you on September 16, 2019, we never received any information on a storage unit you would like to use to store the extensive list of items you wish to retain from the Sunnyside residence. Therefore, Ms. Fenton took it upon herself to obtain a quote from Fox Moving and Storing to have these items packed, moved and stored. **The quote is attached hereto.** As you can see, the cost for packing only your personal items (i.e. remaining clothing, photos, etc.) is $639.00. The cost for moving the larger items and your personal items is $2,895.00. This would include moving the items to Fox's storage facility in Nashville. The cost to store these items in their storage facility would be approximately $495.00 per month. Finally, to have all of these items packed and moved to Michigan, the cost would be over $6,000.00.

At this point, it is our position that moving the items to Michigan is not financially responsible but that is up to you if you want to use any proceeds you received to have your items shipped. It is our position and that of Mr. Anderson's that the entire value of the remaining contents of the home is only approximately $3,000.00, therefore the cost to move and store these items far outweighs their worth. However, if you would like for the items to be packed and stored in the Fox storage facility in Nashville then you will need to send a check to my office in the amount of $3,534.00 no later than next Wednesday, October 2, 2019, made payable to Fawn Fenton and she will schedule the movers and the storage facility for one month until you decide if you want to have the items moved to Michigan. The only other option is to have the remaining property sold and any proceeds will be placed in the Clerk & Masters office for distribution at a later date. We will go ahead and file a Motion with the Court to sell or otherwise get rid of all remaining items in the home in the event that you do not agree to pay the cost for packing, moving and storing the items that you wish to retain.

Finally, you still have not disclosed where all of your guns are located. Please advise where they are located with the contact information or whether you have taken them with you to Michigan. If you have any guns in your possession, please provide an itemized list of all guns that you removed, manufacturers, and models.

I thank you in advance for your prompt response to these time sensitive matters.

Sincerely,

Virginia Lee Story
Attorney at Law

Enclosure
cc: Ms. Fawn Fenton

I NEVER HEARD OR SAW ANYTHING ELSE ABOUT A "MDA" (MARITAL DISOLUTION AGREEMENT). I BELIEVE THAT CHANCELLOR MICHAEL W. BINKLEY AND ATTORNEY VIRGINIA LEE STORY, DECIDED IN AN EXPARTE' COMMUNICATION, NOT TO EVEN BOTHER OFFERING ME AN MDA, SINCE I NO LONGER HAD COUNSEL TO "PROTECT" ME. CHOSING INSTEAD TO TAG-TEAM ME, DEPRIVE ME OF ALL MY PROPERTY AND RIGHTS, "UNDER THE COLOR OF LAW", WHILE HAVING THE WILLIAMSON COUNTY SHERIFF'S OFFICE CHASE ME OUT OF MY HOME, AND SUBSEQUENTLY MIDDLE TENNESSEE, WITH NO WHERE ELSE FOR ME TO GO!

I BELIEVE THAT THEY CALCULATED THAT ONCE MY HOME AND MY MONEY WAS ALL GONE, THEN I WOULD NEVER BOTHER TO RETURN. ESPECIALLY SINCE I WAS ALL BUT GUARANTEED TO NEVER FIND ANY MERCY OR JUSTICE IN THAT COURT, NO MATTER HOW MUCH EVIDENCE I PROVIDED! THEY REFUSED TO EVEN HEAR MY SIDE!

THAT WAS WHY I HOPED TO SETTLE THIS OUT OF COURT WITH MY WIFE. SINCE SHE HAD ALREADY FORCEFULLY TAKEN, LIQUIDATED, AND DISBURSED THE WHOLE OF OUR PROPERTY, SAVINGS, AND OUR FINANCIAL INVESTMENTS, DEPRIVING ME OF EVERYTHING WE HAD BUILT TOGETHER AND EVEN SAVED FOR RETIREMENT BEFORE MEETING.

TO SEEK ANY LEGAL RESOLUTION, MEANT THAT EITHER HER OR I (OR BOTH) WOULD LOSE MORE, WITH LITTERALLY NOTHING FOR EITHER TO GAIN WITHOUT HURTING THE OTHER. WHICH WERE ALL UNACCEPTABLE OPTIONS TO ME. SO I BECAME WILLING TO FORFEIT ALL THE MONEY, IF WE COULD END THIS THE WAY WE BEGAN, BY OURSELVES, USING FREE COURT FORMS, DROPPING THE BLAME AND THE POWER GAMES, TO PEACEFULLY PART WITHOUT MORE DAMAGES.

I LEFT MY "PEACE OFFERING", WHICH THEY TOOK, WITHOUT ACCEPTING THE TERMS OF MY OFFER. WHILE INJURING ME FURTHER BECAUSE THEY COULD, DESPITE EVERY OATH OF OFFICE, LAWS, CIVIL RIGHTS, AND CONSTITUTIONS BY OUR STATE AND OUR COUNTRY!

IT WAS ALL ABOUT POWER AND DOMINANCE! PURELY MASOCHISTIC!

FOR THIS REASON I MUST SPEAK-UP, LEST ANOTHER PERSON EXPERIENCE WHAT I DID, IN WILLIAMSON COUNTY CHANCERY COURT, UNDER THE PERVERTED PRETENSE OF "JUSTICE"!

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE AT FRANKLIN

FAWN TIFFANY FENTON, Plaintiff/Wife,	)	
v.	)	**No. 48419B**
JEFFREY RYAN FENTON, Defendant/Husband.	)	

NOTICE OF ELECTRONICALLY TRANSMITTED DOCUMENT PURSUANT TO T.R.C.P RULE 5.02

Pursuant to Rule 5.02(2)(a) of the Tennessee Rules of Civil Procedure, Plaintiff, Fawn Tiffany Fenton, by and through her attorney of record, Virginia Lee Story, hereby serves this Notice of Electronically Transmitted Documents upon Defendant, Jeffrey Ryan Fenton as follows:

Document(s) Transmitted:	**MOTION TO SELL REMAINING CONTENTS OF MARITAL RESIDENCE**
Number of pages:	8
Sender's Name and Email Address:	Kathryn L. Yarbrough kyarbrough@tnlaw.org on behalf of Virginia Lee Story
Name/ E-mail Address of Recipient(s):	Jeffrey Ryan Fenton Jeff@meticulous.tech

If you did not receive the above listed document(s), please notify the sender immediately to receive an electronic or physical copy of this document.

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 9/27/2019

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:	)		
	)		
FAWN TIFFANY FENTON	)	CHAPTER	13
[redacted]	)	CASE NO:	19-02693
BRENTWOOD, TN 37027	)	JUDGE	WALKER
SSN: XXX-XX-2065	)		
	)		
DEBTOR	)		

ORDER GRANTING EXPEDITED MOTION TO SELL REAL ESTATE AND PERSONAL PROPERTY

This matter came before the Court on September 25, 2019 upon the Debtor's Expedited Motion to Sell Real Estate and Personal Property with notice given to all parties pursuant to Local Rule 9075-1. There being no objections raised at the call of the docket, the Motion is found to be well taken and it is therefore ORDERED as follows:

Debtor shall be allowed to sell real property located at 1986 Sunnyside Drive, Brentwood, Tennessee and items of personal property remaining in the house at auction pursuant to an Order Granting Motion to Sell Marital Residence by Auction entered in the Chancery Court for Williamson County, Tennessee on August 6, 2019. The Debtor will sell the real estate under Section 363(f)(3) subject to the liens of Bank of America, N.A. and Bancorp South. This transaction shall be conditioned on the Debtor providing the auction report to the Trustee once the sale has taken place. All net proceeds from the sale of the property shall be deposited into the Chancery Court Clerk's Office and placed in an interest bearing account on behalf of the parties pending further orders of the Chancery Court for Williamson County, Tennessee.

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Alex Koval

Alex Koval
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbklaw.com

2019-09-25 Ms. Story's Secret Weapon to Supersede Tennessee State Laws with Federal Laws to, SELL and DISCARD MY "PROTECTED INCOME & ASSETS"!

THIS IS PROOF OF STRATEGICALLY MANIPULATING WIFE'S BANKRUPTCY, SPECIFICALLY TO HARM ME MORE!

THIS PROVES SEVERAL SERIOUS FEDERAL CRIMES COMMITTED BY ATTORNEY VIRGINIA LEE STORY, VIA ADA, FED & BK LAWS!

I LEFT MY "PEACE OFFERING" (BELOW), WHICH THEY TOOK, WITHOUT ACCEPTING THE TERMS OF MY OFFER. WHILE INJURING ME FURTHER BECAUSE THEY COULD, DESPITE EVERY OATH OF OFFICE, LAWS, CIVIL RIGHTS, AND CONSTITUTIONS BY OUR STATE AND OUR COUNTRY!

IT WAS ALL ABOUT POWER AND DOMINANCE! PURELY MASOCHISTIC!

AN ABOMINATION OF "JUSTICE"!

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

"FURTHER AFFIANT SAITH NOT" - BUT HASBAND'S HANDWRITTEN NOTE SAITH MUCH MORE! FRAUDULENTLY CONCEALED AGAIN!!!

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 OCT 21 PM 3:58

FILED FOR ENTRY

FAWN TIFFANY FENTON,)
Plaintiff/Wife,)
)
vs.) **No. 48419B**
)
JEFFREY RYAN FENTON,)
Defendant/Husband.)

AFFIDAVIT OF VIRGINIA LEE STORY

RECEIVED BY
Judges' Chambers
Date: 10-22-19

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Comes now, Virginia Lee Story, attorney of record for the Petitioner, and after being first duly sworn, states as follows:

1. I am over 18 years of age and have personal knowledge of the following facts.

2. At the August 29, 2019 hearing in this matter, the Court set this matter for final hearing on October 21, 2019 in open Court with Mr. Jeffrey Fenton present in the courtroom.

3. Since the August 29, 2019 hearing, Mr. Fenton relocated to Michigan.

4. In his handwritten note, he stated that he does not want to contest the divorce and that he does not wish to communicate with Virginia Story or anyone from her firm, ever again. He states that he will never be in Tennessee again. See attached **Exhibit 1.**

FURTHER AFFIANT SAITH NOT.

VIRGINIA LEE STORY

SWORN to and subscribed before me this 21st day of October, 2019.

HEIDI L. MACY
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

Heidi L. Macy
Notary Public
My Commission Expires: 6-14-22

MY LOVE!!!

FAWN,

2019 OCT 21 PM 3:58

FILED FOR ENTRY

MY REGRET!

Thank you so much for leaving the picture here for me (your painting). It is out of no anger or resentment that I leave it behind. I just can't keep it. out of intense sadness of losing YOU!

MY PRAYER!

I hope you will keep it, and find that part of yourself again. That happy, simple playful place.

I also can't keep my wedding ring, so you are no longer bound to that pact. I just can't. It would kill me. I burried mine back where our little friends used to live. Not one came to visit during my stay here, which broke my heart.

ELECTRONICS TOYS & GIFTS

The blue ray was from Mack, the gas mask has your name on it and was sized for you, the monopod you asked for.

I treasure it more than anything (But must be

EXHIBIT 1

2019-10-07 GIFTS LEFT AT OUR HOME FOR MS. FENTON WITH NOTE



TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: #48419B)

I am so sorry things ended this way, but I can never speak with you again. To protect my heart, not out of anger or resentment

MY HOPE! BECAUSE MS. STORY LITERALLY TERRORIZED AND ABUSED ME BEYOND BENEFIT TO ANYONE!

I will never communicate with Virginia Story or anyone from her firm, ever again. Regardless of the consequences.

MY OFFER: IF, and ONLY IF THE TERMS OF MY OFFER ARE ACCEPTED. BUT MS. STORY STEALS EVERYTHING, WHILE SECRETLY DENYING MY TERMS!

If she will drop all charges and never contact me again, then I will likewise drop my 250 page counter motion set for october 21ST.

MY TERMS: REQUIRED CONDITIONS. A VERY GENEROUS OFFER, BUT THEY ALWAYS WANT TO TAKE MORE BY FORCE!

I will mail you the free simple divorce papers signed - and as long as no lawyers are involved, we each walk with what we have, assets + debts, and no alimony etc... due either ever. only if we finish non-contested together without a lawyer

WIFE HAS ALWAYS KNOWN THIS! THE "DANGER GAME" IS JUST LEVERAGE, TO GET THE POLICE TO HELP, AS THEY COMMIT A CRIME!

as we promised each other.

I would and will never hurt you or those you love in any way. Despite what they cost me.

I will always love you! I leave only with tremendous sadness, nothing more.

I OFFERED: TO LET HER GET AWAY WITH EVERYTHING! BUT HER OWN GREEDY LAWYER PUTS HER AT RISK SIMPLY FOR THE THRILL OF DOMINATING AND ABUSING ME MORE! WHEN IS ENOUGH, ENOUGH???

If Ms. Story tries to use any of this against me I will dedicate my life to fighting and appeal this to State Court where the sake of our home will be found and proven to be against state laws. If I never hear from Ms Story or her staff or court, Then I'm done, and I surrender all. I will always love you.

I'm so sorry!

Please don't sell or discard any of this (except gas mask + flower vase if you want.) It was all worth MORE THAN MONEY. or it wouldn't be sitting here

It is my kiss, or the cheek goodbye. Please kiss and hug my puppy for me.

Joint

Non-Contested, No Assets or Debts,

Divorce papers to be mailed to you within 2 weeks. It might take me a week to get to MI and unload this crap.

MY TERMS REPEATED:
TO MAKE ABSOLUTELY SURE THERE WERE NO MISUNDERSTANDINGS, QUESTIONS, OR CONFUSION, WHICH COULD FORCE US BOTH THROUGH MORE TOTALLY UNNECESSARY PAIN! WITHOUT BENEFIT TO ANYONE, EXCEPT FOR TO A SADIST!

MORE
TOTALLY UNNECESSARY PEACEFUL REASSURANCE, TO REMOVE ANY POSSIBLE LINGERING THOUGHT, EVEN IF FROM HER OWN FAKE STORY!

I will never be in Tennessee again. You never have ANYTHING To FEAR FROM ME!

Love,

Goodbye FAWN!

2019-10-09 EMAIL FROM AUCTIONEER CONFIRMING MS. FENTON RECEIVED THE GIFTS, RATHER THAN SOMEONE ELSE TAKING,

AUCTIONEER PROMISED ME A HUD-1 "SETTLEMENT STATEMENT" WHICH I NEVER GOT

jeff.fenton@live.com

From:	Tommy Anderson <tom@tommyanderson.us>
Sent:	Wednesday, October 9, 2019 6:42 PM
To:	Jeff Fenton
Subject:	Re: Closing | Utilities | Fully-Executed Settlement Statement
Attachments:	image001.gif

Yes Fawn received all electronics and got them in her possession. I will have title company send you everything upon closing completion.
Sincerely,
Tommy Anderson

On Wed, Oct 9, 2019, 5:38 PM Jeff Fenton <jeff.fenton@live.com> wrote:

Hello Tommy,

Please let me know once the closing is completed, so that I can disconnect the utilities. They are all currently being billed to me, on my credit, and I need to minimize accruing debt, especially with zero proceeds from the sale, with which to pay any of my debts or expenses, while remaining unemployed.

Also, did you inform Fawn about the TV and Camera equipment at the house for her? Do you know if she has obtained that yet, or what her plan is? (I just want to ensure that Fawn gets the equipment, rather than the new buyer… he already got a good enough deal!)

Finally, I would like a scan of the fully executed HUD-1, emailed to me please, upon closing.

Thank you, sir.

Jeff Fenton

1986 Sunnyside Drive

Brentwood, TN 37027

DESPITE MS. STORY'S PROMISE IN COURT ON 8/29/2019, TO HOLD COURT OVER THE PHONE - THEY REFUSED WITHOUT NOTICE!

MS. STORY: Since he probably will be moving to Michigan, I would be amenable to him attending the final hearing by telephone if he doesn't want to drive back. And I can tell you, I will try to accommodate him in any way I can.

THE COURT: ~~I know you will. You already have~~.

MS. STORY: And, also, the order probably needs to say that Ms. Fenton can execute any other documents that need to be executed because he might not be here to sign anything, that Mr. Anderson might need signed. So I would like to be able to put that in the Order.

THE COURT: All right. Then if you'll prepare the Order, that'll take care of us. That's what we're doing. That's the Order of the Court. Thank you very much.

(Proceedings were adjourned at 11:44 a.m.)

WE HAD NOT EVEN BEGUN DISCOVERY YET! MS. STORY HAD GRANTED EXTENSIONS BY AGREEMENT BETWEEN ATTORNEYS FOR DIVORCE ANSWER & COUNTER COMPLAINT TO BE DUE - WHILE SHE PRIORITIZED THE FORCED DEPRIVATION OF MY HOME, AUCTONING MY BEAUTIFUL $500k BRENTWOOD HOME FOR $0! RENDERING ME HOMELESS! FORCED TO RELOCATE TO SURVIVE!

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 OCT 21 PM 3:56
FILED FOR ENTRY 10/28/19

FAWN TIFFANY FENTON, Plaintiff/Wife,	)	
vs.	)	**No. 48419B**
JEFFREY RYAN FENTON, Defendant/Husband.	)	

RECEIVED BY
Judges' Chambers
Date: 10-22-19

FINAL DECREE OF DIVORCE

THIS CAUSE came on to be heard on the 21st day of October, 2019 before the Honorable Michael W. Binkley, Judge, holding Court for the Chancery Court for Williamson County, Tennessee, upon the Complaint for Divorce filed by Wife on June 4, 2019 of which Husband was served on June 20, 2019. Husband has not filed an Answer and has had two attorneys both of whom have withdrawn. The last attorneys, Marty Duke and Mitchell Miller, withdrew on August 29, 2019 while Mr. Fenton was in open Court and Mr. Fenton stated that he wished to proceed *Pro Se*. The Court informed Mr. Fenton of self-representation and Mr. Fenton confirmed that this is how he wished to proceed. The Court set a Final Hearing date in the Order entered on August 29, 2019. 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.

It is therefore **ORDERED, ADJUDGED and DECREED** that the Wife, **FAWN TIFFANY FENTON**, shall be granted an absolute divorce on the grounds of inappropriate conduct. The parties' real property located at 1986 Sunnyside Drive, Brentwood, TN 37027 has a contract pending for sale. Attached is the closing statement and print out from the Bankruptcy Court as to the outstanding debt (**Exhibit 1**). There are no proceeds remaining to disburse. If for any reason the property does not close under the current contract, then Wife shall be granted all

TAKING MY HOME without DUE PROCESS! Chasing me out with the WCSO! Leaving me without food or shelter! Denying my 250-PAGES of TESTIMONY with CLEAR PROOF the CHARGES were ALL FRAUDULENT! WHILE $10k of my PERSONAL PROPERTY WAS STOLEN! As they Ordered a FRAUDULENT "OP" Against ME! BREAKING EVERY SINGLE OATH OF OFFICE - I've NEVER even been ARRESTED!

D

WE HAD NOT EVEN BEGUN DISCOVERY YET! MS. STORY HAD GRANTED EXTENSIONS BY AGREEMENT BETWEEN ATTORNEYS FOR DIVORCE ANSWER & COUNTER COMPLAINT TO BE DUE - WHILE SHE PRIORITIZED THE FORCED DEPRIVATION OF MY HOME, AUCTIONING MY BEAUTIFUL $500k BRENTWOOD HOME FOR $0! RENDERING ME HOMELESS! FORCED TO RELOCATE TO SURVIVE!

right, title and interest in and to said real property and shall take all necessary steps to ensure that Husband's name is not associated with the property or the debt. Wife may sign any and all documents to close the property if a subsequent buyer is obtained and any proceeds shall be awarded to Wife free and clear of claims of Husband. The parties have divided all personal property. Each party is awarded all personal property in their respective possession. Wife is in Bankruptcy which addresses her debt allocation and she will be responsible for all her indebtedness holding Husband harmless for the same.

It is further **ORDERED, ADJUDGED and DECREED** that Wife shall be solely responsible for all indebtedness in her name or incurred by her including her Bankruptcy. Husband shall be solely responsible for any and all debts in his name or that he has incurred holding Wife harmless for same. If Husband does not pay the creditors and they seek payments from Wife and she is forced to pay the same, then Wife shall be awarded a Judgment for any amounts she has to pay for which execution may issue.

Additionally, neither party shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement.

It is further **ORDERED, ADJUDGED and DECREED** that each party shall be awarded any banking, investment or retirement accounts in their respective names free and clear from the other party. All joint accounts have been closed. All right, title and interest of either party in and to any account or account balance awarded to the other party shall be, and is hereby, divested out of that party and vested absolutely in the other party.

It is further **ORDERED, ADJUDGED and DECREED** that the parties will file 2016 and 2019 taxes separately. Each party shall assume sole and separate responsibility for paying any taxes, penalties and/or interest which may hereafter be finally determined to be due as a result of

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WE HAD NOT EVEN BEGUN DISCOVERY YET! MS. STORY HAD GRANTED EXTENSIONS BY AGREEMENT BETWEEN ATTORNEYS FOR DIVORCE ANSWER & COUNTER COMPLAINT TO BE DUE - WHILE SHE PRIORITIZED THE FORCED DEPRIVATION OF MY HOME, AUCTIONING MY BEAUTIFUL $500k BRENTWOOD HOME FOR $0! RENDERING ME HOMELESS! FORCED TO RELOCATE TO SURVIVE!

income earned and/or received by that party or losses or deductions taken with respect to that party's income during any year for which the parties file, or have filed, joint income tax returns. Further, each party shall hold the other party harmless from any liability for such incomes taxes, penalties and/or interest as may hereinafter be finally determined to be due as a result of that party's misreporting of previous income.

It is further **ORDERED, ADJUDGED and DECREED** that Wife shall be awarded the 2017 Toyota Prius (VIN: JTDKBRFU2H3033495) titled in Wife's name free and clear of any claim by Husband. All right, title, and interest of Husband in and to said vehicle shall be, and is hereby, divested out of him and vested absolutely in Wife. Wife shall be, and is hereby, solely and separately responsible for any debt or liability associated with this vehicle as of the date of execution of this Agreement and shall indemnify and hold Husband harmless therefor. Each party shall be responsible for their own car expenses and insurance.

Husband shall be awarded the 2003 Buick LeSabre (VIN: 1G4HR54K43U236502) titled in Husband's name free and clear of any claim by Wife. All right, title and interest of Wife in and to said vehicle shall be, and is hereby, divested out of her and vested absolutely in Husband. Husband shall be, and is hereby, solely and separately responsible for any debt or liability associated with this vehicle as of the date of execution of this Agreement and shall indemnify and hold Wife harmless therefor. Husband shall be responsible for liability insurance on the 2003 Buick LeSabre and further agrees to remove Wife's name from any insurance policy regarding the same.

It is further **ORDERED, ADJUDGED and DECREED** that Wife is awarded a Judgment against Husband for all court costs incurred for which execution may issue. Attorney for Wife shall file her Affidavit for the Court of the communication from Husband that he did not wish to

TAKING MY HOME without DUE PROCESS! Chasing me out with the WCSO! Leaving me without food or shelter! Denying my 250-PAGES of TESTIMONY with CLEAR PROOF the CHARGES were ALL FRAUDULENT! WHILE $10k of my PERSONAL PROPERTY WAS STOLEN! As they Ordered a FRAUDULENT "OP" Against ME! BREAKING EVERY SINGLE OATH OF OFFICE - I've NEVER even been ARRESTED!

IT IS COMPLETELY UNREASONABLE TO VIEW MY NOTE, LEFT FOR WIFE, AND CONCLUDE THAT I FORFEIT MY CASE, WITHOUT THE ACTIONS BEING DROPPED! AS IS CLEARLY STATED! ESPECIALLY SINCE I HAD FILED A 250-PAGE REPONSE, YET TO BE HEARD! 18 U.S.C. § 242 - Deprivation of Rights Under Color of Law, 18 U.S.C. § 241 - Conspiracy Against Rights, 18 U.S.C. Chapter 96—Racketeer Influenced and Corrupt Organizations, 42 U.S.C. § 3631 - Criminal Interference with Right to Fair Housing, 42 U.S.C. § 14141 - Pattern and Practice

contest the divorce and that he was present in Court on August 29, 2019 when the Final Hearing was set to be heard.

ENTERED this 24th day of October, 2019.

MICHAEL W. BINKLEY, JUDGE
Michael W. Binkley
Circuit Court Judge/Chancellor
21st Judicial District, Division III

APPROVED FOR ENTRY:

VIRGINIA LEE STORY; BPR #11700
Attorney for Wife
136 Fourth Avenue South
Franklin, TN 37064
(615) 790-1778
virginia@tnlaw.org

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been forwarded via U.S. mail to **Jeffrey Ryan Fenton**, Husband *Pro Se*, at 17195 Silver Parkway, #150, Fenton, MI 48430 this 28th day of October, 2019.

VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been forwarded to **Virginia Lee Story**, Attorney for Wife, at the above address, and to **Jeffrey Ryan Fenton**, Husband *Pro Se*, at 17195 Silver Parkway, #150, Fenton, MI 48430 this 30th day of Oct., 2019.

Kelly A. Linkous, Dep.
CLERK

TAKING MY HOME without DUE PROCESS! Chasing me out with the WCSO! Leaving me without food or shelter! Denying my 250-PAGES of TESTIMONY with CLEAR PROOF the CHARGES were ALL FRAUDULENT! WHILE $10k of my PERSONAL PROPERTY WAS STOLEN! As they Ordered a FRAUDULENT "OP" Against ME! BREAKING EVERY SINGLE OATH OF OFFICE - I've NEVER even been ARRESTED! NO NOTICE or WARNING! NO "MOTION FOR DEFAULT JUDGMENT"! OUTRAGEOUS!

PROOF THAT I NEVER "DEFAULTED" ON FILING MY "DIVORCE ANSWER & COUNTER COMPLAINT" AS THEY FRAUDULENTLY ACTED!

From: Charles M. Duke <marty@mdukelaw.com>
Sent: Monday, August 5, 2019 5:39 PM
To: Jeff Fenton <Jeff@Meticulous.tech>
Cc: Mitchell Miller <mitchell@schafferlawfirmtn.com>
Subject: RE: Fenton v. Fenton

Jeff:

There is no definite date certain by which I agreed with Ms. Story to file an Answer & Counter-Complaint. However, until there is an Order entered relieving us as counsel in this matter, you should not file anything pro se.

Thanks. have a good evening.
Marty

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]
Sent: Monday, August 05, 2019 5:36 PM
To: Charles M. Duke
Cc: Mitchell Miller
Subject: RE: Fenton v. Fenton

Thanks Marty.

Can you simply inform me of any critical dates which I need to self-represent by, as I can not afford further representation:

For example, when did you get the ANSWER & COUNTER COMPLAINT extended to?

Any other time critical dates would be greatly appreciated.

Thanks.

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

TECHNICAL CONSULTING, SERVICES, AND SOLUTIONS,
WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!

SUBMIT OR RESPOND TO A SUPPORT TICKET HERE.

A DIVISION OF METICULOUS MARKETING LLC

ON 8/29/2019, I INCLUDED A MAKESHIFT "DIVORCE ANSWER & COUNTER COMPLAINT", ANSWERING EVERY COMPLAINT TO DATE! The TITLE of the DOCUMENT is INCOMPLETE. But by LAW, the CONTENTS and RELIEF REQUESTED define a document, over the TITLE.

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE AT FRANKLIN

FAWN TIFFANY FENTON,
Plaintiff/Wife,
v.
JEFFREY RYAN FENTON,
Defendant/Husband.

Docket No: 48419B

HUSBAND'S RESPONSE AND COUNTERMOTION TO WIFE'S MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION, AND IN OBJECTION TO ORDER GRANTING MOTION TO SELL THE MARITAL RESIDENCE, AND HUSBAND'S ANSWER AND COUNTER-COMPLAINT TO WIFE'S COMPLAINT FOR DIVORCE, HEREAFTER REFERRED TO AS HUSBAND'S "ONE-AND-DONE"

COMES NOW the Defendant/Husband, Jeffrey Ryan Fenton, for his response to the Wife's Motions, along with Husband's Countermotions, addressing all allegations to date, stating as follows:

First Husband would like to bring to the court's attention, the disabilities with which he has been diagnosed, and continues ongoing treatment for. If not properly understood, one could easily draw incorrect conclusions, specifically about Husband's communications, in how he speaks and even more so, his excessive use of words when writing. Please see Exhibit-A for a thorough explanation regarding this, from both Terry M. Huff (LCSW), Husband's Psychotherapist, and Dr. Richard E. Rochester (M.D.), Husband's Psychiatrist.

Husband suffers from the following handicaps:

Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5)

Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F41.1)

Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2)

I DID this to PROTECT MYSELF from ANY SCAM - Answering Every False Claim I had TIME to, on the very FIRST DAY I was "ALLOWED" to file anything "PRO-SE"! (I don't think they EVER EVEN READ IT!)

DUE TO COVID-19

I NEED to get a JOB from HOME

Because of my Mother's Health

Which I CAN'T DO with this STUPID OP!

Please have the OP REMOVED and EXPUNGED or Start Sending Me SUPPORT PLEASE!

ASTHMA, ALLERGY AND IMMUNOLOGY CENTER

S. Anne, M.D. R. Botta, M.D. I. Badr, M.D. R. Mahajan, M.D. H. Azzam, M.D.

Patient Name: Marsha Fenton
Visit Date: 7/2/2020

Thank you very much for letting me participate in the management of Marsha Fenton, who was seen by telephone consultation on 07/02/20. Marsha states that her IgA deficiency has been stable. She denies any upper or lower respiratory tract infection. She has been following strict avoidance measures from exposing to the COVID-19 infection. She is wearing the mask. She is staying home. Her son also stays with her, who is not working at this time. She denies any fever, chills, or rigors. She denies any upper or lower respiratory tract infection.

PHYSICAL EXAMINATION: Deferred at this time since this was done by telephone consultation.

IMPRESSION: Ms. Marsha Fenton has:
1. IgA deficiency, and
2. Chronic rhinosinusitis.

RECOMMENDATIONS:
1. Marsha is prone to develop recurrent infections. Therefore, I advised her to follow strict isolation measures from exposure to COVID-19 infection.
2. Since her son stays with Marsha, I strongly recommend that her son should do his work from home since it will reduce significantly the risk of exposure of Ms. Fenton to the COVID-19 virus.
3. A follow-up appointment has been scheduled in one year but I advised her to contact me as soon as the pandemic is over for further evaluation and treatment.

Signed Electronically By Suresh Anne, MD
Signed Date: 7/3/2020 9:16:00 AM

E-Faxed to Ravikumar Peddireddy, MD On 7/3/2020 9:16:00 AM

Parents are responsible for the protection of their children. Unborn and small children are unable and not equipped to defend themselves against the schemes of the devil. As a result, God appointed agents to protect them and care for them. Again these agents are called parents. One day some years ago, the Lord opened up to me what I have since come to refer to as the **STRONG MAN PRINCIPLE**.

> *"Or how can anyone enter the strong man's house and carry off his property unless he first binds the strong man? And then he will plunder his house."* *(Matthew 12:29)*

In this passage, Jesus is explaining how to expel demonic spirits. He says that there are different ranking spirits with which to deal. If you want to be rid of all the lower ranking spirits, you must first find their "chief," bind him, and then you can eliminate the others. The "chief" is called the strong man.

As I was studying this passage, one day the Lord spoke to me that the principle works exactly the same when the kingdom of darkness is attempting to invade your house. In the Greek language, the word translated "house" is the word "OIKOS." This word in this context is not referring to the physical dwelling place, but rather to the family. OIKOS literally means: "the descendants thereof."

So when the enemy (the devil and demonic spirits) comes to plunder your house (OIKOS), he is

after your family. His purpose is to devastate and destroy your marriage, children, and grandchildren. In order to do so, he must first bind the strong man. Who is the strong man of your house? The husband is the strong man to the wife, and both parents are strongmen to the children. Thus, in the areas of life in which the enemy can bind the parents, he has access to the children.

Tennessean.

WILLIAMSON

How close can judges be with lawyers? Emails including Williamson Co. judge raise questions

Elaina Sauber The Tennessean
Published 5:00 a.m. CT Aug. 30, 2018

Williamson County Judge Michael Binkley sent an email to his wife in April 2016 to let her know a weekend lake trip organized for several judges and attorneys had been rescheduled to ensure the couple could attend.

"Looks like they made the lake party the second weekend so that you and I could be there. Very nice!! Put it on your calendar," Binkley wrote.

But the attorney who invited Binkley also had an active case before the judge in circuit court.

Three days before Binkley sent that email, the plaintiffs in a case he was overseeing, Sam and Shannon Clemmons, filed a motion asking the judge to recuse himself. Binkley later denied the motion.

One of the defense attorneys in the Clemmons' case, Virginia Story, invited Binkley, as well as his brother, Davidson County Judge Joe Binkley, on weekend trips in August 2015 and August 2016 featuring a houseboat, a lake house and dinners, according to emails obtained by USA TODAY NETWORK - Tennessee.

The Tennessee Administrative Office of the Courts refused to provide any emails about the trips, which were sent to or from judges' government-issued email addresses, claiming that the emails were not subject to inspection. This was in spite of the fact that the administrative office had previously produced some of those emails to another public records requester. The administrative office was specifically asked for those already-produced emails, but refused.

The lake trip emails sparked questions by the Clemmonses about whether judges can remain fair and impartial when presiding over cases while simultaneously vacationing with

attorneys in those cases.

Attorney James Oglesby, who said he's attended the trips in past years, said they are held at Center Hill Lake, and confirmed Story — the defense attorney in the Clemmons' case — hosts them.

The emails didn't raise concerns for the Tennessee Board of Judicial Conduct, which is the state's sole authority for investigating and reprimanding sitting judges who violate judicial conduct rules.

In a letter sent to the Clemmonses in March, responding to their 144-page complaint about Binkley, board chair and Judge Chris Craft noted that proof of a judge's ethics violation must be "clear and convincing."

"The investigative panel did not feel such a burden could be met in this case," Craft wrote.

The complaint was dismissed.

Binkley did not return a request for comment.

'You're going to get yourself into trouble'

It's unrealistic to expect a person to relinquish all their personal relationships with fellow attorneys once they become a judge, said Charles Geyh, an Indiana University law professor and expert in legal and judicial ethics.

But judges should be careful, Geyh said, if activities go beyond a casual lunch or social event.

Judges should never preside over cases when they're close friends with any of the attorneys involved, Geyh said.

"You start vacationing with people, and you're going to get yourself into trouble," he said. "It's not cool if it reaches the point of creating the perception that there are lawyers who have special access (to the judge)."

Tennessee judges must recuse themselves from presiding over cases in which their impartiality might "reasonably" be questioned, according to the state code of judicial conduct.

"People with whom you socialize actively, vacation with, enter business relationships with - there's nothing wrong with continuing to do that after (you become) a judge," Geyh said. "You just can't hear cases in which those lawyers make appearances before you."

'Just something you do'

It's unclear how many attorneys and judges were invited to or attended the boating trips in 2015 and 2016. One email from Story about the 2015 trip was sent to Michael Binkley, Joe Binkley, Williamson County Judge Joseph Woodruff, and more than a dozen Williamson County attorneys.

Some attorneys who were included in the emails and contacted by The Tennessean for comment said they didn't think judges and attorneys vacationing together was an issue.

"I don't think it's any business the public needs to have. It's just something you do," said Lori Thomas Reid, a Franklin family law attorney who was included on one of the emails.

Attorney Michael Fort said the trips are harmless and likened them to events held by the Tennessee Bar Association or American Inns of Court, an organization comprised of local chapters of lawyers, judges and other legal professionals.

"I don't understand the concern about it," he said.

It's common for lawyers' families to accompany them on the trips, Fort said.

"It's not a place for conversation on cases. You've got kids running around and swimming and (water) skiing," he said. "It's a place to let that guard down a little bit and personalize everybody."

Oglesby echoed those sentiments, saying the trips are "purely a social thing."

Story did not return a call for comment.

Judges required to report some gifts

When a judge won't recuse themselves from a case, it's rare for higher courts to overrule them, said Richard Flamm, a California-based attorney who has published books on judicial and lawyer disqualification.

"When it comes to disqualifying judges, there never seems to be enough of a reason," Flamm said. "There's very little case law you can find when moving to disqualify a judge."

It's unclear whether attorneys paid for any of Judge Michael Binkley's expenses on the 2016 lake trip. If they did, that could prove problematic.

"If the attorney inviting the judge is paying for the lodging and the judge's meals, then the judge is accepting gifts of more than ordinary social hospitality," Flamm said. "That's improper."

Tennessee judges are required to report to the Administrative Office of the Courts certain gifts they receive from outside parties, including attorneys.

For example, a judge must report gifts valued at more than $250. A judge must also report money received from "extrajudicial activities," such as giving a lecture or speech.

Binkley reported that he didn't receive any gifts in 2016 or 2017, according to public compensation reports filed with the Administrative Office of the Courts.

Rule 10 of the Code of Judicial Conduct says judges may accept "ordinary social hospitality," but does not elaborate on what that includes.

In other states, judges cannot accept gifts or go on paid trips with attorneys who are involved in a case over which those judges are presiding.

Louisiana judge Robin Free accepted an all-expenses-paid trip on a private jet to a Texas ranch in 2010 that was organized and paid for by attorneys with a personal injury case before the judge at the time.

Four years later, the Louisiana Supreme Court determined Free had violated its code of judicial conduct, and suspended him for 30 days without pay and imposed a $7,000 fine, according to Reveal News, with the Center for Investigative Reporting.

In May, county court judge Maria Ortiz in Miami, Fla., agreed to pay a $5,000 fine for failing to report free hotel stays and gifts she and her husband received, according to the Miami Herald. Florida judges are required to report all gifts that could give the public reason to question their impartiality.

Reach Elaina Sauber at esauber@tennessean.com, 615-571-1172 or follow @ElainaSauber on Twitter.

APPENDIX 18

8/29/2019 JUDGE MICHAEL W. BINKLEY GRANTED ME (JEFF FENTON) PERMISSION TO OPENLY RECORD THE AUDIO THROUGHOUT THIS TRIAL/HEARING BEFORE I EVER EVEN TURNED ON MY DIGITAL VOICE RECORDER.

EXIGENT CIRCUMSTANCES:
T.R.A.P. RULE 24(g) A FAIR, ACCURATE, AND COMPLETE ACCOUNT OF WHAT HAPPENED IN TRIAL COURT IS BEYOND BELIEF WITHOUT THIS EVIDENCE!

AUDIO MARKERS NOTED AT THE START OF EACH PARAGRAPH.

T.R.A.P. RULES 36(a)(b) RELIEF OF ERROR
+ #2 SUSPENSION OF RULES FOR GOOD CAUSE TO PROVIDE SOME RELIEF FOR ERROR!

I JEFFREY RYAN FENTON SWEAR & DECLARE UNDER THE PENALTY OF PERJURY: THAT THE AUDIO FILE "M2019-02059 TRANSCRIPT OF EVIDENCE-26 (audio).mp3", ALSO KNOWN AS "2019-08-29 HEARING AT THE OLD COURTHOUSE - Michael Binkley - VIRGINIA STORY - PRO SE.mp3" IS ORIGINAL, AUTHENTIC, AND A TRUE VERBATIM AUDIO RECORDING, MADE IN GOOD FAITH, AS IS EVIDENCED BY THE LEGAL TRANSCRIPT OF THIS SAME HEARING, BY LICENSED COURT REPORTER EMILY C. SIPE HEREIN. THE ONLY EDITING PERFORMED ON THIS AUDIO RECORDING WAS TO BALANCE & CLARIFY OUR VOICES. THE META-DATA WAS ALSO POPULATED TO IDENTIFY THE PARTIES & RECORDING. NO STATEMENTS WERE ADDED TO OR SUBTRACTED FROM THIS AUTHENTIC AUDIO RECORDING. THE CONTENCE OF TESTIMONY HEREIN CAN EASILY BE COMPARED TO and Verified By THIS LICENSED PRINT TRANSCRIPT.

HARPETH COURT REPORTERS
(615) 933-6786
www.harpethcourtreporters.com

TE-2-1

IN THE CHANCERY COURT FOR
WILLIAMSON COUNTY, TENNESSEE

I JEFFREY RYAN FENTON SWEAR + DECLARE UNDER THE PENALTY OF PERJURY THE CONTENT HEREIN IS CORRECT + TRUE TO THE BEST OF MY KNOWLEDGE.

FAWN TIFFANY FENTON,
APPELLEE
Plaintiff,

vs.

JEFFREY RYAN FENTON,
APPELLANT
Defendant.

No. 48419B

COA:
M2019-02059-COA-R3-CV

CRITICAL TO DETERMINE IF "AN IMPARTIAL TRIBUNAL".
TENNESSEE JUDGES MUST RECUSE THEMSELVES FROM PRESIDING OVER CASES IN WHICH THEIR IMPARTIALITY MIGHT "REASONABLY" BE QUESTIONED.
THIS RECORDING WITH "FACT CHECKING" BINKLEY + STORY'S STATEMENTS + ACTIONS HERE PROVES BIAS, DISCRIMINATION, ABUSE BY PROCESS + ERROR.

HEARING
Before Judge Michael W. Binkley

EXIGENT CIRCUMSTANCES August 29, 2019 T.R.A.P. 24(g)
T.R.A.P. 36(a)(b) 11:20 a.m. Fair, accurate, complete account
RELIEF OF ERROR T.R.A.P. RULE 2: GOOD CAUSE!

THIS AUDIO RECORDING IS NECESSARY TO ESTABLISH DETERMINE, AND PROVE THE CONTEXT, TONE, RESPECT, FORCEFULNESS, MANNER, CONCERN AND CARE SHOWN BY EACH PARTY, THROUGHOUT THE HEARING, WHICH SIMPLY IS NOT EVIDENT OR CLEAR BY READING THE TYPED TRANSCRIPT, WITHOUT HEARING THE ACTUAL WORDS SPOKEN.

M2019-02059-COA-R3-CV

EQUAL ACCESS TO JUSTICE? PROOF IS IN AUDIO RECORDING!

Reported by:
Harpeth Court Reporters
Franklin, Tennessee
Emily L. Sipe, RPR, LCR

TRAP RULE 36b EFFECT OF ERROR
PLEASE ATTACH WITH AUDIO TO RECORD "AS A TRANSCRIPT OF EVIDENCE"

PLEASE PROVIDE ME WITH COUNSEL SO I CAN TE-2-2 TRY TO CURE A PORTION OF THE "EFFECT OF ERROR" WHICH BINKLEY + STORY DID CAUSE ME. THANK YOU!

APPEARANCES:

For the Plaintiff:
VIRGINIA LEE STORY
136 4th Avenue South
Franklin, Tennessee 37064
(615) 790-1778
Virginia@tnlaw.org

For the Defendant:
Pro se

TE-2-3

P R O C E E D I N G S

00:42.2 THE COURT: I want that to be in the Order because it's best that we put everything in the Order. This gentleman, he's going to share and pay one half of the per diem plus any expenses that he may incur as a result of asking for all or a portion of the transcript that will be ordered by him. Okay?

All right. Ms. Story?

01:19.4 MS. STORY: Your Honor, the motion that we are here on today is a motion for violation of the order of the court that was August 14th of '19. And after the order was entered, there was a pretty scary communication from Mr. Fenton. I am not here today to argue about that motion necessarily. The more pressing matter -- and that was his response, that is the lengthy response we received this morning. It deals more with the issues of why he made those statements and those type of things.

02:05.7 But the more pressing issue, Your Honor, was the deadlines for getting this house sold. So having leased the property, 1986 Sunnyside Drive in Brentwood, you ordered that it be sold by auction. You ordered the attorneys to select an auctioneer, which we did, and we got a referral from the chancery court clerk's office. And it ended up it was Pat

Marlin, who was actually a Realtor, but he does auctions and he used the services of Clyde Anderson. You know Clyde. He had done auctions for many years around here. And his son, Tommy Anderson, is now in the business. So Mr. Anderson went out to the property with Ms. Fenton, Mr. Fenton. We had some difficulty with the scheduling date, but we were able to get into the house. And Mr. Anderson, Mr. Duke, who was Mr. Fenton's previous lawyer, and Ms. Yarbro from my office went to the property. Ms. Fenton tagged the items like your Order told her to, and it was our understanding that Mr. Fenton would be out of the house by September 1. He said he was going to Michigan and that's where his, I think, his mother lives. I know his father has a lake home in Tennessee. That's where we thought maybe it would be more logical for him to go, but that is up to him where he wants to go.

03:49.1 What is obvious, Your Honor, is you're going to have to set a date for him to be out. The order said it would be auctioned 45 days from August 1st, and so that would be -- this is in your order of August the 16th. It would be 45 days from the date of August 1st, the marital residence would be sold by auction. And I have the auction contract here

for Mr. Fenton to sign, and I'm asking him to do that today. If for any reason he refuses to sign, I'm asking the court to put in the order that Ms. Fenton have the authority to execute any and all documents necessary for Mr. Anderson to get his property sold.

04:45.4 The other thing I think is important, Your Honor is --

04:48.5 THE COURT: What do you suggest as a deadline again?

04:49.8 MS. STORY: It was in the Order already. It was September 15th. He said that he was moving September 1st. That is Sunday.

04:59.8 MR. FENTON: That was my tenants move out by then, and then I had 45 days was for me.

05:03.4 MS. STORY: That is not true. He said that he had 45 days after September 1st to move, but that wouldn't even make sense.

05:12.0 THE COURT: Okay. Well, what does the Court Order say? Because I'm going to stick with that.

05:15.6 MS. STORY: The Court Order says, "The motion to sell marital residence by auction is granted and the same shall be auctioned within 45 days from the date of August 1st."

05:27.9 THE COURT: Okay.

TE-2-6

05:29.5 MS. STORY: So he's got to be out for them to get this place ready to go.

05:34.1 THE COURT: All right. What date do you suggest?

05:36.7 MS. STORY: I have seen correspondence where he said September 1st. Now he's saying he can't. So I would suggest September 3rd, which is next Tuesday. And I would like the Order to reflect that the Williamson County sheriff's department will accompany him. And at this point --

05:58.5 THE COURT: You mean off the property?

06:00.5 MS. STORY: Off the property. And I don't think he needs to take any property.

06:04.4 What he did, Your Honor, in this response he filed, they had a TV that -- a Sony TV, a big screen, that my client's brother had given her. He now tells me in this response that he sold it for $1,000. And then the other thing, there was a dehumidifier in the basement that was like a $2,500 to 3,500 dehumidifier for moisture. He sold that. So if you let him take anything out at this point it's going to be sold and he's dissipating marital assets, which would be in violation of the restraining order.

06:45.5 And at this point Mr. Anderson, he can tag everything, they can video everything. We will

They can video all the property

not disturb anything. If we have to use proceeds to get a storage unit, we will do that for Mr. Fenton's belongings. Mr. Fenton, in his response says he has a fear of heights. And so driving to Michigan, he has to drive over the Cincinnati bridge.

07:12.5 MR. FENTON: Yeah. That's really hard for me.

07:14.4 MS. STORY: And so he says he can't drive a U-Haul over it. So if we can just let him take his clothing, his jewelry, his personal effects, whatever he needs that he can pack in his car, and not have to drive a U-Haul of furniture at this point, that might be the best thing to do.

07:33.1 MR. FENTON: Where is my furniture going then?

07:36.1 THE COURT: Wait a minute. We're doing this one at a time. Laughter

07:39.3 MR. FENTON: I'm sorry.

07:41.5 THE COURT: Go ahead.

07:42.1 MS. STORY: If he will tag the items that he wants, like my client tagged the items per your order, if he'll just put a tag on items he wants, we'll make sure that those get stored, and then we can use the proceeds from the sale. We're going to deposit those into the clerk's office. And we can use

those to pay the next storage unit and then when he gets ready to come here and get his things, or maybe he wants to use some of his proceeds to have them shipped to him since he, you know, does have a fear of driving the U-Haul.

08:16.4 So I'm trying my best to be as accommodating to him and considering his condition that, you know, this is going to be a simple process for him. He can take his clothes, his personal property, be out September 3rd. We will tag everything, take care of it. Mr. Anderson is not going to destroy property. That's all I'm asking for. And if he would sign the listing agreement today and we put in the order that it be -- that she have the authority to sign any other necessary documents in case he does go to Michigan. It would be a little bit, logistically, difficult to do that.

08:56.6 THE COURT: What do you want me to do with this violation of the Order?

08:59.8 MS. STORY: Just continue it. We can just reset that portion of the motion. He just filed a response today. I'm fine to -- the ex parte remains in effect anyway under the Order of the Court, and I have not seen any further violations of that Order. The selling of the marital property is a concern to me

but I can deal with that at final hearing. One of the things, too, is you might want to waive mediation in this case. I have requested in my motion that mediation be waived. There is an Order of Protection where they are not to be around each other. It would be difficult for a mediator to accommodate that. And I think that it really is just settling personal property. They don't have any -- and then whatever comes from the proceeds. They have no children.

09:45 THE COURT: That's granted.

09:48.2 Okay, sir, let me talk to you about one thing. We're narrowing the issues before the Court today.

09:56.6 MR. FENTON: Okay.

09:57.5 THE COURT: We're not going to be talking about the violation of the Order of Protection. That's going to be reset. So all of these documents you have don't apply to today.

10:06.5 MR. FENTON: Well, the back portion of them does talk about the marital residence but there is a lot of it about what you're saying, yes.

10:13.5 THE COURT: Now, let me just ~~tell~~ say you this -- and I just want to be clear about this. I don't want to get into an emotional discussion about what I will do and what I won't do. Let me just tell

can't understand him

TE-2-10

you how it, works. Once I put a Court order down, I really expect people to obey it.

10:34.4 MR. FENTON: Yes.

THE COURT: And so the only way a judge can enforce a Court order if someone refuses to do it, and we're seeing it more and more, people are doing what they want to do and not really paying attention to a Court order. And I'm taking the time to tell you this because I don't want you and me to have problems with this.

10:55.3 MR. FENTON: No.

10:56.5 THE COURT: And let me tell you, my personal feeling is, as a judge, a judge who does not back up his or her Court order is worthless.

11:06.2 Now, if you have a reasonable excuse for disobeying an order, I will certainly hear it. And the last thing I want to do is put someone in jail for violating an order.

11:18.4 MR. FENTON: Yes. And that's the last thing I want, too.

11:20.6 THE COURT: Sure. Right. And so you and I have an understanding. And so you don't know me but I do mean what I say.

11:26.8 MR. FENTON: I believe that.

11:28.7 THE COURT: Okay. Good. And so we can

TE-2-11

dispense with the rest of that.

11:32.1 MR. FENTON: And just as a question, were we saying that I disobeyed the Court order? Because I had --

11:38.9 THE COURT: No, no, we don't have anything like that really in front of us but --

11:43.5 MR. FENTON: Okay.

11:44.9 THE COURT: But let me tell you what I'm going to do here because we have to get moving.

11:48.9 MR. FENTON: Right. Can I still tell a little bit of my side before you rule on all of that?

11:56.6 THE COURT: Briefly.

11:58.1 MR. FENTON: Okay. So basically on my side, the narrative that has been brought to the Court so far is completely fraudulent about my person, about who I am, about me being violent. All of this stuff. The documentation that I provided you with shows that my wife is a highly skilled handgun instructor who owns assault weapons, has 5,000 rounds of ammunition under her bed. I mean, she is trained by the NRA, certified by the State of Tennessee to do rape prevention, pepper spray, everything. So the whole guise of feeling physically endangered was not -- she tried to do that with her first attorney -- she called the police

12:43.1 THE COURT: We're not dealing with that (interrupted)

TE-2-12

today.

12:49.2 MR. FENTON: I know. But that's basically the tone under which everything else is laid and that's --

12:50.2 THE COURT: I practiced law for 35 years. Long, hard years in the trenches.

12:55.1 MR. FENTON: Right.

12:55.7 THE COURT: I am trained to separate things in my mind that are important --

12:58.4 MR. FENTON: Okay.

THE COURT: -- and things that are unimportant. And I'm not trying to be rude to you, but you've got to trust me here. If you were a lawyer, I would be telling you the same thing. I would be saying, "Lawyer, that's not relevant to me right now."

13:13.1 MR. FENTON: Right.

13:14.0 THE COURT: I don't really care about all that. That's for another day. But let me just tell you this.

13:18.4 MR. FENTON: Okay.

13:19.6 THE COURT: These are real easy issues. I have got to put an order down for you to be out of that house.

13:27.6 MR. FENTON: I understand that.

13:28.7 THE COURT: On September 3rd.

13:30.0 MR. FENTON: Can I speak a little more first?

13:31.8 THE COURT: No.

13:33.6 MR. FENTON: I can't be out that quick, Your Honor. Everything that I own is left in personal property. To say that I just take my clothes and lose everything I've owned all my life is not fair. That is not at all fair. And I don't mean to be hard. I'm willing to do things as quick as possible, but I cannot possibly move out without a two-week's time to do it. And I need to have some time where I know that there is not going to be anymore litigation for a while because I can't -- with the ADHD -- and one of the things I provided you is something from my psychiatrist on the different disorders I have, but I cannot physically do -- be a lawyer, play a lawyer, and packing at the same time. For example, that's I spent the last week

14:17.5 THE COURT: Sir, I respect that. But we all have burdens.

14:21.8 MR. FENTON: Well --

14:21.9 THE COURT: Let me talk. We all have burdens. Everybody in this room has things going on in their lives to one extent or another, just like you do.

TE-2-14

14:31.6 MR. FENTON: Right.

14:32.8 THE COURT: I can't make excuses for that. Listen to what I'm saying. I don't want you and I to get crossways with each other. We have to get a date set. I'm not going to make it two weeks.

14:46 MR. FENTON: Well, originally we had said the 45th, and that's when I understood that date that I had to be out. And I never communicated with her anything other than that. You had said 30 days for my roommates and that's what I always thought it was. And originally my understanding was I was staying there while I was selling the property so I could stay there till closing. Now, I understand that's not my preference and I understand it's not their preference. I'm willing to do that different, but I need to have -- I have 3,000 square feet of stuff.

15:16.9 THE COURT: What about another day in September? The first week in September?

15:23.0 MS. STORY: And, again, we're not going to dispose of any of his personal items.

15:26.8 THE COURT: They're not taking anything out of there. Do you understand that, sir?

15:28.6 MR. FENTON: My understanding is --

15:29.5 THE COURT: Whoa, whoa.

15:30.5 MR. FENTON: No, I don't understand.

TE-2-15

15:32.2 THE COURT: Your personal property. Your clothes. Personal property being like your watch.

15:39.2 MR. FENTON: Furniture. That's all.

15:39.7 THE COURT: No.

15:40.1 MR. FENTON: We already agreed when me and my wife split it up that the house was mine. What she came and tagged is hers.

15:42.5 THE COURT: This isn't working. What you want to do is be a lawyer.

15:55.8 MR. FENTON: No, I don't. I can't afford a lawyer.

15:58.7 THE COURT: I'm talking right now. This is not a barroom. I have to maintain order.

16:06.2 MR. FENTON: Uh-huh.

16:06.9 THE COURT: I don't want you to get your feelings hurt, but if you get your feelings hurt, that's your business. I have got to maintain the integrity of this hearing. You need to quit interrupting me. And I'm going to make a ruling and you're going to have to stick with it.

16:20.4 MR. FENTON: Yeah.

16:22.4 THE COURT: All right? You are going to have to.

We are not touching any of the furniture and furnishings. You are to tag the items that you

16:28.9 - Jeff - So what happens

TE-2-16

would like to have. Go buy some little tags, you know.

16:37.6 MR. FENTON: But I wanted to take them with me so I'm only going over the bridge one time. That's what I was saying.

16:42.8 THE COURT: Well, I know that you would like to do that but we're not doing that. Okay? That's not the fair way to do it. And I'm not going to sit here and explain to you why it's not because it's part of the law that you assume when you stand up and start representing yourself. Assume that you know.

16:57.1 MR. FENTON: Okay. Then I would rather --

16:58.3 THE COURT: I can't talk while you're talking.

17:05.1 MR. FENTON: Okay. I'm sorry. I would rather stay in the house during the auction with that being the case. But the only reason I was going to leave ahead of time --

17:10.6 THE COURT: You're not going to stay in the house.

17:12.1 MR. FENTON: I'm not going to stay in the house?

17:13.3 THE COURT: No, sir. You're going to

TE-2-17

leave by September 3rd noon, and you've got to be out of there or the sheriff will escort you off the property.

17:20.6 MR. FENTON: So have I done wrong to receive that kind of treatment, Your Honor? I mean, my wife had two months to move out. ? words

17:30.1 THE COURT: Sir, we have already talked about all that. We had a previous hearing. We have a previous Court Order. You're representing yourself. You're assuming to know everything we've already talked about. I'm not going to go over it with you and spend four hours --

17:42.9 MR. FENTON: I understand.

17:43.9 THE COURT: Excuse me. Trying to be nice to you when you are presumed to know and understand what we have already done. I'm trying my best to be patient with you and you're trying my patience. I'm just letting you know.

17:59.1 MR. FENTON: I'm not trying to -- my last counsel had told me --

18:01.9 THE COURT: Sir, I'm not interested in what your counsel told you. I'm sorry. It's not important to me at this point.

Now, let's go back to what I was saying. I want you out of the house by 12 noon September 3rd.

TE-2-18

If you're not out, the sheriff will escort you off the property. Do you understand that?

18:21.4 MR. FENTON: Yeah.

18:22.2 THE COURT: Number two, you are not to take with you any furniture, any furnishings, anything like that. All of that is going to remain in the home for now. You are to tag the items that you would like to have. That doesn't mean you're going to get them, but that you -- may I finish, please?

18:42. MR. FENTON: Uh-huh.

18:43.6 THE COURT: Is that a yes?

18:44.1 MR. FENTON: Yes, sir.

18:45.3 THE COURT: You are to tag the items that you would like to have.

18:48.8 MR. FENTON: Uh-huh.

18:51:8 THE COURT: In addition, you're to sign this contract today.

18:59:6 MR. FENTON: On the last Court Order you said that I could take my stuff with me after the ten-day walkthrough. That's what your last Court Order said, and I would like to be able to do that.

19:[illegible].3 THE COURT: The day that you leave or that you have -- you have between now and September 3rd to get your personal items and you out of there.

TE-2-19

19:21.2 MR. FENTON: Yeah.

25.7 Jeff-My furniture too?

19:23.0 THE COURT: Do you understand that? Your personal items, sir. You're not stupid. Listen, please. Your personal items are your clothes, your personal jewelry, and that's it.

19:36.9 MR. FENTON: My bed or my furniture?

Jeff in background

19:38.9 THE COURT: No, sir. I'm going to say it for the third time. No furniture, no furnishings, no nothing.

19:46.7 MR. FENTON: That's not what you said in the last order.

19:49.3 THE COURT: Sir, you're not paying attention. You're not listening to what has happened. You're not paying attention to anything. And I'm not going to spend three or four hours here at the -- just trying to be nice to you and go through everything again. I'm just not going to do that. You're expected to know all of this.

Now, you're choosing to represent yourself. There's not a thing that I can do about that.

20:14.1 MR. FENTON: I -- don't have the background

20:17.1 THE COURT: Excuse me. I'm talking.

When you choose to represent yourself, you take it upon yourself to know all of the rules,

TE-2-20

the law, everything.

20:31.1 Now, that doesn't sound fair but that's part of why we have to do it. We can't sit here and be your lawyer for you and start explaining things to you.

20:38.8 MR. FENTON: Okay.

20:39.2 THE COURT: I will try to be as accommodating and as nice to you as I possibly can. I don't think you're accepting that very well.

20:47.1 MR. FENTON: I'm not trying to be stubborn.

20:49.4 THE COURT: You're trying to fuss with me and argue with me and that's not what we're going to do today.

20:53.1 MR. FENTON: I'm not trying to fuss and argue with you. It's not what I understood your last order to be. + it wasn't...

21:01.5 THE COURT: I'm going to go over it one more time. and then this is the last time

21:04.3 MR. FENTON: I heard you, Your Honor, you don't have to

21:03.4 THE COURT: No. I don't want there to be any misunderstanding because you have interrupted me several times.

21:09.8 MR. FENTON: Can I say one thing?

21:13.1 THE COURT: No. Listen. Don't try my

TE-2-21

patience.

21:17.2 MR. FENTON: I'm not trying to.

21:18.5 THE COURT: Yeah, you are.

21:19.3 MR. FENTON: No, I'm not.

21:20.5 THE COURT: Well, quit being rude. This is what we're doing. You're going to sign this contract now. Give it to him, Ms. Story.

21:45.1 You are to be out of the house. Do not take any furniture, furnishings, or anything. But you're to be out September 3rd at noon. The only thing you can take with you -- I'm saying this for the fourth time because I don't want there to be a misunderstanding. This is going to be a court order. Now, items that you would like to have, that doesn't mean you're going to get them, tag them. Put a tag on them. Go to the 5 and 10 store, get some red tags, whatever, and say I want this. Post it. Or just put "H" on it, or something like that. Just commonsense.

22:22.2 Wait a minute. I'm not through.

22:26.5 There will be a deputy there to make sure that you followed the Court Order and do what you're supposed to do. That means -- let me finish. You keep wanting to interrupt. You're not listening to what I'm saying. You're thinking about what you're going to tell me. And then I don't want you coming in

TE-2-22

and say, Judge, I didn't really understand that.

22:53.6 Because I've been down this road with folks who represent themselves. They don't get it. They don't understand, and then they whine and bellyache and come back and say that just wasn't fair. Fair is something you do in the fall. This is a courtroom. You are expected to know the rules. I am trying to be as cordial and as nice to you as I can but you're not letting me. All right.

Jeff - thank you

23:21.4 You signed the agreement, you understand that you're to be out September 3rd at 12 noon, no later. Not one minute later. You're to tag the items that you would like to have before you leave. Do you understand that?

23:35.4 MR. FENTON: Yes, sir.

23:38.7 THE COURT: Do not, in the meantime, move anything else out of that house. Do not sell anything. Do you understand me?

23:45.6 MR. FENTON: Uh-huh.

23:47.3 THE COURT: Is that a yes?

23:47.9 MR. FENTON: Yes. Yes, Your Honor.

THE COURT: Well, "uh-huh" doesn't --

23:50.2 MR. FENTON: I'm sorry. Yes, Your Honor.

23:51.9 THE COURT: We're not in the bar. We're in the courtroom.

TE-2-23

23:53.3 MR. FENTON: Okay.

23:57.9 THE COURT: All right. What else, Ms. Story?

23:58.1 MS. STORY: That'll do it. We can account for the items he sold at a later time and address that.

24:03.3 MR. FENTON: Can I make a comment about those, Your Honor?

23:05.2 THE COURT: No.

23:05.3 MR. FENTON: That is before this was in Court.

24:09.4 THE COURT: No, sir. I'm sorry. I've got to have a tight rein on this case. I knew that there were going to be problems at the beginning and I'm going to keep a tight rein and whatever I need to do to maintain the integrity of these Orders to maintain the integrity of this lawsuit, and for you to understand what your role is as a litigant representing themselves. I'm going to have to keep a tight rein on you. I would love to be nice --

24:35.9 MR. FENTON: ~~I'm not -- at this point~~ I just want it to be fair.

24:38.8 THE COURT: Let me finish. Let me finish.

24:40.6 That would be much easier but you won't let me do it. So anything else, Ms. Story?

TE-2-24

24:45.4 MS. STORY: Since he probably will be moving to Michigan, I would be amenable to him attending the final hearing by telephone if he doesn't want to drive back. And I can tell you, I will try to accommodate him in any way I can.

25:02.5 THE COURT: I know you will. You already have.

25:06.3 MS. STORY: And, also, the order probably needs to say that Ms. Fenton can execute any other documents that need to be executed because he might not be here to sign anything, that Mr. Anderson might need signed. So I would like to be able to put that in the Order.

25:20.6 THE COURT: All right. Then if you'll prepare the Order, that'll take care of us. That's what we're doing. That's the Order of the Court. Thank you very much.

25:27.4 (Proceedings were adjourned at 11:44 a.m.)

APPENDIX - 19

REQUEST FOR MODIFICATION

Applicant requests accommodation under Tennessee Judicial Branch Policy 2.07

Applicant Information

Applicant is: ____ Witness _____ Juror ____ Attorney __X__ Party _____Other (Specify Nature of Interest):_____

Name: JEFFREY RYAN FENTON
Telephone: (615) 837-1300
Address: 17195 Silver Parkway, #150
Fenton, MI 48430-3426

Court: COURT OF APPEALS OF TENNESSEE
MIDDLE DIVISION (AT NASHVILLE)
Judge:
Case No.: M2019-02059-COA-R3-CV

1. Type of proceeding. _____ Criminal __X__ Civil
2. Proceedings to be covered (e.g., bail hearing, preliminary hearing, particular witnesses at trial, sentencing hearing, motion hearing, trial): **Appeal of Forced Sale of Home, Divorce Judgment, Stalking Charge, and Order of Protection**
3. Dates modification needed (specify): **Currently – Throughout Appeal**
4. Disability necessitating modification (specify): **Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5), Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2), Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F41.1), Circadian Rhythm Sleep Disorder (CRSD) Non-24-Hour Sleep-Wake Disorder (Non-24) DSM-5 307.45 (G47.24), Poverty, Forced Geographic Distance from Court**
5. Type of modification requested (specify): **Procedural and Technical Flexibility, Additional TIME for Deadlines to Self-Represent by Necessity, Communication Modifications due to COVID-19 and Excessive Mailing Times to Michigan, Judgment Based Upon the LAWS – not just the Technical Codes which I am Knowledgeable about, or able to Research and Cite (ignorance about the law is no excuse for breaking it, hence it shouldn't be for being protected by the law either). Please Judge based upon the SPIRIT of the Law, not just the Technical Manipulation of Words used to Express, Define, and Communicate it. Thank you!**
6. Special requests or anticipated problems (specify): **Additional TIME and Patience please. By disorder I'm a Perfectionist who has a nearly impossible time Focusing and Remaining On Task, especially when of Significant Consequence. Yet I can't afford to hire anyone to help Represent me. I also request that all Court Communications please be sent to me Electronically, via Email or Fax (I setup a dedicated fax number for the court), because it often takes a WEEK to receive Mail here in Michigan, plus in-house handling times. My Email is jeff.fenton@live.com, and my dedicated fax number for the court is (810) 255-4438.**
7. Significant problem and request for Court Oversight, Accountability, Advocacy, and Assistance: **I strongly believe that the narrative driving the basis for ALL the actions levied against me so far by the opposing counsel (Ms. Story) has been largely FALSE, Intentionally Deceptive, Bombarding me from every angle simultaneously, specifically to Exploit my Known Disabilities, to Strategically Devastate me, using HARRASSMENT BY LEGAL PROCESS (malicious litigation). Combined with Ms. Story's Reputation, Resources, and Relationships, I don't believe that I ever had a chance at a Fair Trial. Ms. Story BOUND me**

PLEASE USE TENNESSEE ADA UNTIL I CAN FILE. (TIME) Thanks!

with an OP obtained under False Testimony, then TOOK and DESTROYED everything of substance, which I have ever owned, in just two months.

8. To substantiate my claims about legal inequality and unfairness: **During my trial on August 29th, 2019, at "The Old Courthouse" in Franklin, as is recorded in VOLUME-4 of my Technical Record, Page-516, Line-6, the Judge told me, "Fair is something you do in the fall."**

Despite my many requests that the Court Differentiate this as a "Transcript of Evidence", it remains buried in my Technical Record, even though the Judge procured the Court Reporter himself. The remainder of that same transcript clearly reveals how open, objective, and impartial, the Court remained, amidst my Testimony versus Ms. Story's. I beg you look and see for yourself! Your intervention is requested and seriously needed!

Documentation provided by my Psychiatrist and my Psychotherapist is included to prove that I have the disabilities listed, as well as a real need for the modifications sought herein.

My request for a 60-Day extension, for filing my Brief, will follow; but for the sake of TIME, since I am so SLOW at this, I am sending this Request for Modification separately. Thank you!

I hereby certify that the above information is true and correct to the best of my knowledge.

Date: 7/8/2020 _____ (Signature of Applicant)

G The request for modification is **GRANTED.**

G **OFFER OF REASONABLE ALTERNATE MODIFICATION** _____

_____

G The request for modification is **DENIED** because:

____ the applicant is not a qualified individual with a disability

____ the requested modification would fundamentally alter the nature of the judicial program, service or activity

____ the requested modification would create an undue financial or administrative burden

____ the applicant refused to comply with the Policy

____ the applicant's failure to comply with the Policy makes impossible or impracticable the ability to provide the requested Modification

(Specify)_____

DATE: _____ _____

Local Judicial Program ADA Coordinator

APPEALS

G Presiding Judge Review requested. (Specify reason and the remedy you want): _____

_____

_____

DATE:_____ _____

(Signature of Person Requesting Review)

PRESIDING JUDGE REVIEW

I have reviewed the original request for modification, the offer of alternate modification OR the denial of modification and the reason for the denial, and the reason that this review has been requested and find as follows:

_____

_____

_____

_____

DATE:_____ _____

PRESIDING JUDGE

G Administrative Office of the Courts Review requested. (Specify reason and the remedy you want):_____

_____

_____

DATE:_____ _____

(Signature of Person Requesting Review)

ADMINISTRATIVE OFFICE OF THE COURTS REVIEW

I have reviewed the original request for modification, the offer of alternate modification OR the denial of modification and the reason for the denial, and the reason that this review has been requested and find as follows:

_____

_____

_____

_____

DATE:_____ _____

AOC DIRECTOR

Radnor Psychiatric Group, PLC
5123 VIRGINIA WAY
SUITE C-11
BRENTWOOD, TENNESSEE 37027

Telephone: (615) 373-5205
Fax: (615) 373-5165

July 19, 2019

To Whom It May Concern:

RE: Jeffrey Fenton, DOB: 10/08/19/69

Jeff Fenton has been a patient under my care since February 2012. He has been diagnosed with a Generalized Anxiety Disorder, Attention Deficit Disorder, and some Obsessive Compulsive Personality traits. He has been complaint with both his psychiatric medications prescribed and his individual psychotherapy with Terry Huff, LCSW.

The symptoms of his illnesses have interfered with his ability to maintain employment, despite compliance with our treatment recommendations. His condition does not predispose him to any violent behavior and, to my knowledge, he has not been involved in any violent behavior since being a patient under my care.

If you have any further questions regarding his diagnosis, treatment, or prognosis, please contact me with his permission.

Sincerely,



Richard E. Rochester, M.D.

Terry M. Huff, LCSW
Suite 134
5115 Maryland Way
Brentwood, TN 37027
615-627-4191
terrymhuff.com

August 28, 2019

To Whom it May Concern:

I'm writing at the request of my client, Mr. Jeff Fenton, to explain his mental health challenges and their effects on his general functioning. I am licensed as a clinical social worker in Tennessee, and I have a private psychotherapy practice in Brentwood. I have been providing psychotherapy services for thirty years. My specialty is in helping adults with attention deficit hyperactivity disorder (ADHD).

I began seeing Mr. Fenton May 3, 2018. His primary concerns for which he sought my help were marital problems and effects of his ADHD. He has a history of particular difficulties with occupational functioning due to extraordinary perfectionism and getting lost in details, which contribute to inefficiency and missed deadlines. This particular challenge, along with certain other features, are consistent with symptoms of obsessive compulsive personality disorder. ADHD and OCPD have been the focus of Mr. Fenton's psychotherapy. He also has specific phobias and social anxiety, which have not been the primary focus in therapy.

ADHD is a neurological condition that makes it difficult to manage one's attention and inhibit impulses. It is often misperceived as an inability to focus rather than difficulty managing and shifting the focus of one's attention. Adults with ADHD often have difficulty returning to open awareness when locked into a focused state of awareness. They often have trouble activating and sustaining effort on monotonous tasks, organizing and prioritizing tasks, keeping track of items needed for tasks, estimating and tracking time, managing emotions skillfully, inhibiting speech and action (tending to talk excessively and interrupt others), and inhibiting impulses.

Obsessive Compulsive Personality Disorder is characterized by "preoccupation with orderliness, perfectionism, and mental and interpersonal control, at the expense of flexibility, openness, and efficiency," according to the DSM-5 (Diagnostic and Statistical of Mental Disorders - 5th edition). Individuals with this disorder try "to maintain a sense of control through painstaking attention to rules, trivial details, procedures, lists, schedules, or form to the extent that the major point of the activity is lost." They may get so caught up in the details of a project that they don't complete it, or they miss deadlines. If can take them a long time to complete a task due to this excessive preoccupation with details. They are often "inflexible about matters of morality, ethics, or values and may force themselves and others to follow rigid moral principles and very strict standards of performance." They often have trouble delegating tasks to others, as others must conform to their way of doing things. Those tasks must be done "correctly." They tend to "plan ahead in meticulous detail and are unwilling to consider changes." Their ability to compromise may be compromised by the inflexibility. They are uncomfortable with relationships and situations in which they are not in control or where they must rely on others. They are uncomfortable with the unpredictable.

One effect of the OCPD is Mr. Fenton's communication when dealing with conflict. His excesses in speech and writing can appear imposing or hostile. He acknowledges his compulsion to communicate excessively. The compulsion is driven by an undercurrent of unsettled feelings that persist until he is certain there is no possibility of being misunderstood. This pattern is consistent with the disorder (OCPD). His effect on others—i.e., anyone receiving the excess of communication—is often lost on him, as his attention is locked into the effort to be understood. Consequently, those efforts are experienced by others as intense and sometimes hostile.

Mr. Fenton is aware that he has more work to do on this problem. He recently requested that we focus less on the present crisis and more on managing the challenge of coping effectively with the symptoms ADHD and OCPD, and decreasing self-defeating behavior. Due to both conditions, Mr. Fenton's excessive attention to what he wants to communicate obstructs him from being aware, in a given moment, of effects of his efforts (e.g., the impact of the volume of his voice when speaking, or the volume of information when writing).

Mr. Fenton has been forthcoming in psychotherapy sessions and has been open and willing to be challenged with respect to his symptoms and their effects. He acknowledges mistakes when they are pointed out and is working to understand how his best intentions sometimes go awry, and his persistent efforts can be self-defeating.

Mr. Fenton has never expressed any intention of harming himself or others during the sixteen months that I have known him. I have never had reason to suspect any intention to harm himself or others. He has participated frequently in a support group for adults with ADHD. He has participated actively and has offered help to others in the group.

Thank you for consideration of the role that mental health and disability have played out in Mr. Fenton's life and relationships. His participation in psychotherapy and related services will continue.

Respectfully,

Terry M. Huff, LCSW

Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5)

Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F41.1)

Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2)

Circadian Rhythm Sleep Disorder (CRSD) Non-24-Hour Sleep-Wake Disorder (Non-24) DSM-5 307.45 (G47.24)

Radnor Psychiatric Group, PLC
5123 VIRGINIA WAY
SUITE C-11
BRENTWOOD, TENNESSEE 37027

Telephone: (615) 373-5205
Fax: (615) 373-5165

November 1, 2018

RE: Jeffrey Fenton, DOB: 10/08/1969

To Whom It May Concern:

Jeffrey Fenton has been a patient under my care since 2012. He is treated for a severe Generalized Anxiety Disorder, Attention Deficit Disorder, and suffers from an Obsessive Compulsive Personality Disorder. He also has specific phobias regarding weather, driving across bridges, and flying, along with obsessive concerns over his health.

His symptoms of severe anxiety, obsessive worry, preoccupation with details and rules, perfectionism, inflexibility, and problems with rigidity have all interfered with his ability to hold a job and have a healthy relationship.

I have prescribed medication including Lexapro 40 mg a day, Vyvanse 70 mg a day, Xanax 1 mg every six hours as needed, and Restoril 30 mg at night for chronic insomnia. He also has continued to see Terry Huff, LCSW, in psychotherapy. Despite his compliance with his medication and therapy, his symptoms continue to be disabling.

Please consider Mr. Fenton's severe psychiatric condition in any judgments being made about his ability to work and his ongoing divorce. If you have any questions regarding his treatment or prognosis, please contact me with his permission.

Sincerely,

Richard E. Rochester, M.D.
RER/sde

MERCK MANUAL
Professional Version

Obsessive-Compulsive Personality Disorder (OCPD)

By Mark Zimmerman, MD, Rhode Island Hospital

Last full review/revision May 2021 | Content last modified May 2021

Obsessive-compulsive personality disorder is characterized by a pervasive preoccupation with orderliness, perfectionism, and control (with no room for flexibility) that ultimately slows or interferes with completing a task. Diagnosis is by clinical criteria. Treatment is with psychodynamic psychotherapy, cognitive-behavioral therapy, and selective serotonin reuptake inhibitors (SSRIs).

(See also Overview of Personality Disorders.)

Because patients with obsessive-compulsive personality disorder need to be in control, they tend to be solitary in their endeavors and to mistrust the help of others.

About 2.1 to 7.9% of the general population are estimated to have obsessive-compulsive personality disorder; it is more common among men.

Familial traits of compulsivity, restricted range of emotion, and perfectionism are thought to contribute to this disorder.

Comorbidities may be present. Patients often also have a depressive disorder (major depressive disorder or persistent depressive disorder) or an alcohol use disorder.

Symptoms and Signs of OCPD

Symptoms of obsessive-compulsive personality disorder may lessen even over a time period as short as 1 year, but their persistence (ie, remission and relapse rates) during the long term are less clear.

In patients with obsessive-compulsive personality disorder, preoccupation with order, perfectionism, and control of themselves and situations interferes with flexibility, effectiveness, and openness. Rigid and stubborn in their activities, these patients insist that everything be done in specific ways.

To maintain a sense of control, patients focus on rules, minute details, procedures, schedules, and lists. As a result, the main point of a project or activity is lost. These patients repeatedly check for mistakes and pay extraordinary attention to detail. They do not make good use of their time, often leaving the most important tasks until the end. Their preoccupation with the details and making sure everything is perfect can endlessly delay completion. They are unaware of how their behavior affects their coworkers. When focused on one task, these patients may neglect all other aspects of their life.

Because these patients want everything done in a specific way, they have difficulty delegating tasks and working with others. When working with others, they may make detailed lists about how a task should be done and become upset if a coworker suggests an alternative way. They may reject help even when they are behind schedule.

Patients with obsessive-compulsive personality disorder are excessively dedicated to work and productivity; their dedication is not motivated by financial necessity. As a result, leisure activities and relationships are neglected. They may think they have no time to relax or go out with friends; they may postpone a vacation so long that it does not happen, or they may feel they must take work with them so that they do not waste time. Time spent with friends, when it occurs, tends to be in a formally organized activity (eg, a sport). Hobbies and recreational activities are considered important tasks requiring organization and hard work to master; the goal is perfection.

These patients plan ahead in great detail and do not wish to consider changes. Their relentless rigidity may frustrate coworkers and friends.

Expression of affection is also tightly controlled. These patients may relate to others in a formal, stiff, or serious way. Often, they speak only after they think of the perfect thing to say. They may focus on logic and intellect and be intolerant of emotional or expressive behavior.

These patients may be overzealous, picky, and rigid about issues of morality, ethics, and values. They apply rigid moral principles to themselves and to others and are harshly self-critical. ~~They are rigidly deferential to authorities and insist on exact compliance to rules, with no exceptions for extenuating circumstances.~~

Diagnosis of OCPD

- Clinical criteria (Diagnostic and Statistical Manual of Mental Disorders, *Fifth Edition* [DSM-5])

For a diagnosis of obsessive-compulsive personality disorder, patients must have

- A persistent pattern of preoccupation with order; perfectionism; and control of self, ~~others,~~ and situations

This pattern is shown by the presence of ≥ 4 of the following:

- Preoccupation with details, rules, schedules, organization, and lists
- A striving to do something perfectly that interferes with completion of the task
- Excessive devotion to work and productivity (not due to financial necessity), resulting in neglect of leisure activities and friends
- Excessive conscientiousness, fastidiousness, and inflexibility regarding ethical and moral issues and values
- Unwillingness to throw out worn-out or worthless objects, even those with no sentimental value
- Reluctance to delegate or work with other people unless those people agree to do things exactly as the patients want
- ~~A miserly approach to spending for themselves and others because they see money as something to be saved for future disasters~~
- Rigidity and stubbornness

Also, symptoms must have begun by early adulthood.

Differential diagnosis

Obsessive-compulsive personality disorder should be distinguished from the following disorders:

- **Obsessive-compulsive disorder (OCD):** Patients with OCD have true obsessions (repetitive, unwanted, intrusive thoughts that cause marked anxiety) and compulsions (ritualistic behaviors that they feel they must do to reduce their anxiety-related obsessions). Patients with OCD are often distressed by their lack of control over compulsive drives; in patients with obsessive-compulsive personality disorder, the need for control is driven by their preoccupation with order so their behavior, values, and feelings are acceptable and consistent with their sense of self.
- **Avoidant personality disorder:** Both avoidant and obsessive-compulsive personality disorders are characterized by social isolation; however, in patients with obsessive-compulsive personality disorder, isolation results from giving priority to work and productivity rather than relationships, and these patients mistrust others only because of their potential to intrude on the patients' perfectionism.
- **Schizoid personality disorder:** Both schizoid and obsessive-compulsive personality disorders are characterized by a seeming formality in interpersonal relationships and by detachment. However, the motives are different: a basic incapability for intimacy in patients with schizoid personality disorder vs discomfort with emotions and dedication to work in patients with obsessive-compulsive personality disorder.

Treatment of OCPD

- Psychodynamic psychotherapy
- Cognitive-behavioral therapy
- Selective serotonin reuptake inhibitors (SSRIs)

General treatment of obsessive-compulsive personality disorder is similar to that for all personality disorders.
Information about treatment for obsessive-compulsive personality disorder is sparse. Also, treatment is complicated by the patient's rigidity, obstinacy, and need for control, which can be frustrating for therapists.
Psychodynamic therapy and cognitive-behavioral therapy can help patients with obsessive-compulsive personality disorder.
Sometimes during therapy, the patient's interesting, detailed, intellectualized conversation may seem psychologically oriented, but it is void of affect and does not lead to change.
SSRIs may be useful.

June 30, 2020

Re: IGA deficiency

In October, 2014, I was referred by my Internal Medicine Dr. Peddireddy to consult with Dr. Suresh Anne at the Asthma, Allergy, and Immunology Center in Flint MI. I was diagnosed with a primary immune deficiency. I have no detectable immunoglobulin A (IgA).

Dr. Anne told me I could no longer visit hospital patients or work in any part of the hospital. As a retired pediatric intensive care nurse, I had wanted to volunteer to work with children. I had to retire from my voluntary parish nurse position. I could no longer visit ill church members at home due to the danger of contracting an infection.

This was over 5 years before the dangerous covid-19. I have not gone to a store, church, hair salon, etc. since, due to the danger to my health. All food and supplies are delivered. None of my family is allowed to visit.....only my son who helps me maintain my health. If he gets exposed, I could easily have a disastrous outcome.

Thank you,

Marsha A. Fenton

Marsha A. Fenton

Letter Details

MICHIGAN MEDICINE
UNIVERSITY OF MICHIGAN

Michigan Medicine Allergy Clinic | Brighton Center for Specialty Care
Entrance 1, Level 2
7500 Challis Rd
Brighton MI 48116-9416
Telephone: 734-647-5940
Fax: 734-615-2436

January 13, 2022

To Whom It May Concern:

I had the pleasure of seeing Marsha Fenton on 12/10/2021. She is currently undergoing evaluation for immunodeficiency. I have recommended that she continue to take all precautions recommended for unvaccinated people given it is unclear whether she was able to produce a normal immune response to the COVID-19 vaccines and may not be protected. Therefore, if possible her son Jeff Fenton should continue to work remotely in order to avoid COVID-19 exposures for Marsha.

Any further questions can be directed to the office at the phone number listed above.

From the office of:
Mariel Rosati Benjamin, MD

CC
Marsha A. Fenton

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ASTHMA, ALLERGY AND IMMUNOLOGY CENTER

S. Anne, M.D. R. Botta, M.D. I. Badr, M.D. R. Mahajan, M.D. H. Azzam, M.D.

Patient Name: Marsha Fenton
DOB: 11/2/1945 [74 years]
Visit Date: 7/2/2020

Ravikumar Peddireddy, M.D.
G-1071 North Ballenger Highway, Suite 206
Flint, MI 48504

Dear Dr. Peddireddy:

Thank you very much for letting me participate in the management of Marsha Fenton, who was seen by telephone consultation on 07/02/20. Marsha states that her IgA deficiency has been stable. She denies any upper or lower respiratory tract infection. She has been following strict avoidance measures from exposing to the COVID-19 infection. She is wearing the mask. She is staying home. Her son also stays with her, who is not working at this time. She denies any fever, chills, or rigors. She denies any upper or lower respiratory tract infection.

PHYSICAL EXAMINATION: Deferred at this time since this was done by telephone consultation.

IMPRESSION: Ms. Marsha Fenton has:
1. IgA deficiency, and
2. Chronic rhinosinusitis.

RECOMMENDATIONS:
1. Marsha is prone to develop recurrent infections. Therefore, I advised her to follow strict isolation measures from exposure to COVID-19 infection.
2. Since her son stays with Marsha, I strongly recommend that her son should do his work from home since it will reduce significantly the risk of exposure of Ms. Fenton to the COVID-19 virus.
3. A follow-up appointment has been scheduled in one year but I advised her to contact me as soon as the pandemic is over for further evaluation and treatment.

Once again, thank you very much for letting me participate in the management of Marsha Fenton. Please do not hesitate to contact me if you need any further information.

Respectfully,

Suresh Anne', M.D.

Signed Electronically By Suresh Anne, MD
Signed Date: 7/3/2020 9:16:00 AM

E-Faxed to Ravikumar Peddireddy, MD On 7/3/2020 9:16:00 AM

5155 Norko Drive, Flint, MI 48507
801 Joe Mann Blvd Suite L, Midland, MI 48642
818 W King St. Suite 101, Owosso, MI 48867
1254 N. Main Street, Lapeer, MI 48446
4792 Rochester Rd, Troy, MI 48084
18161 W. Thirteen Mile Rd. Suite C, Southfield, MI 48076
46325 W. 12 Mile Rd. Suite 215, Novi, MI 48377

Lab Results Report

Asthma, Allergy and Immunology Center

Patient: FENTON, MARSHA **DOB:** 11/02/1945 **Gender:** F

Order Number: 0011494
Account #: 45961
Collection Time: 05/10/2018 10:43
Received Time: 05/10/2018 10:44
Specimen:
Comments:

Provider: ANNE, SURESH
Source (Lab): Quest
Result Time: 05/11/2018 19:07
Accession #: WX534222V
Volume (ml):
Additional Information:

Fasting: NO

Test	Result	Flag	Unit	Status	Ref. Range	Lab
IMMUNOGLOBULINS :						
IMMUNOGLOBULIN A	<5	L	mg/dL	F	81-463	CB
IMMUNOGLOBULIN G	1494		mg/dL	F	694-1618	CB
IMMUNOGLOBULIN M	68		mg/dL	F	48-271	CB

Performing Laboratory Information:

CB Quest Diagnostics-Wood Dale, 1355 Mittel Blvd Wood Dale, IL 60191-1024, , Anthony V Thomas, M.D.

Abnormal Flags:

L Below low normal

10/15/2018 PHONE CALL TRANSCRIPT: JEFF F. (615) 837-1300 SPEAKING WITH CLERK & MASTER'S OFFICE (615) 790-5428
WILLIAMSON COUNTY CHANCERY COURT, IN FRANKLIN TENNESSEE, CLERK & MASTER ELAINE BEATY BEELER
(COURT SUMMONS STATED: "FOR ADA ASSISTANCE, PLEASE CALL ADA COORDINATOR: 615-790-5428")

APPENDIX - 20

ADA CONTACTS

If you have questions about ADA issues, you may contact the Local Judicial Program ADA Coordinator for the county or the specific court in which your case is scheduled to be heard. To find the ADA coordinator in your area, select your county from the menu below.

COUNTY Williamson Apply

Name	Address	
Elaine Beeler Clerk & Master	P.O. Box 1666 Franklin, TN 37064 Williamson County	elaine.beeler@tncourts.gov 615-790-5428
Lisa Marsh Chief Deputy Clerk (ADA for Appellate Court Middle Division)	401 7th Avenue North Nashville, TN 37219-1407 Bedford County, Cannon County, Cheatham County, Clay County, Coffee County, Davidson County, DeKalb County,	lisa.marsh@tncourts.gov 615-253-1470

TRANSCRIPT OF RECORDED PHONE CALL:

2018-10-15 WILCO Clerk and Master - ADA Coordinator.mp3

00:00:07 Chancery Court Clerk & Master's Office (615) 790-5428 (Williamson County, TN):

Clerk & Master's Office.

00:00:09 Jeff F. (Disabled, Broke, Pro Se Litigant):

Hi. I um, it says for ADA assistance to call this number. [SEE IMAGE BELOW]

CERTIFICATION (IF APPLICABLE)

I hereby certify this to be a true and correct copy of the original summons issued in this case.

Jacqueline Edwards
CLERK & MASTER

THE CHANCERY COURT SEAL WILLIAMSON CO. TN

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00:00:16 Jeff F. (Disabled, Broke, Pro Se Litigant):

I have been served with a divorce summons and um, I've got several disabilities, but I don't have any money either, and I don't—haven't been successfully getting any attorney to help me, and I don't know how to respond to this.

00:00:36 Chancery Court Clerk & Master's Office (615) 790-5428 (Williamson County, TN):

- **OK, now the disability would be if you needed help getting into the building.[1]**

00:00:41 Jeff F. (Disabled, Broke, Pro Se Litigant):

Oh [laughing].

00:00:43 Chancery Court Clerk & Master's Office (615) 790-5428 (Williamson County, TN):

- **From your vehicle, getting into the building.[2,3] [I'm told that the ONLY "ADA ACCOMMODATION" offered by the Williamson County Chancery Court, is having a WHEELCHAIR brought out curbside, to a disabled person's vehicle, to assist the mobility challenged person with entering the Courthouse.]**

00:00:46 Jeff F. (Disabled, Broke, Pro Se Litigant):

OK, so how do I do the rest of this then?

00:00:51 Chancery Court Clerk & Master's Office (615) 790-5428 (Williamson County, TN):

OK, the only thing I could give you, would be um, a number for free legal aid, like the legal aid society.

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[1] The Court's answer is in **direct violation** of the **Americans with Disabilities Act**, as well as **Tennessee Judicial Branch Policy 2.07**. The Court also fails to mention the **"REQUEST FOR MODIFICATION"** form available on **TNCourts.gov.**
[2] https://www.tncourts.gov/sites/default/files/policy_2-07_americans_with_disabilities_act_1.pdf
[3] https://www.tncourts.gov/sites/default/files/ada_request_for_modification_form.pdf

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00:00:59 Jeff F. (Disabled, Broke, Pro Se Litigant):

I was told by one attorney that I visited, that my wife made too much money for me to qualify for legal aid and even though she doesn't live with me and she won't pay for my attorney.

00:01:15 Chancery Court Clerk & Master's Office (615) 790-5428 (Williamson County, TN):

That I don't know, you'd have to call the number. Did you call the number for Nashville Office?

00:01:22 Jeff F. (Disabled, Broke, Pro Se Litigant):

No, I didn't he. That was just what one attorney that—a free consultation told me. What, what is their number?

00:01:29 Chancery Court Clerk & Master's Office (615) 790-5428 (Williamson County, TN):

OK, 615-244-6610.

00:01:34 Jeff F. (Disabled, Broke, Pro Se Litigant):

244-6610. OK, and um, can you tell me just um, I filled out the, it says a $10,000 exemption. I—I made like a spreadsheet of that, but I don't know. It says it's supposed to be sworn and—and mailed to this address.

00:01:56 Jeff F. (Disabled, Broke, Pro Se Litigant):

I understand the mailing it to this address, but I don't understand exactly what format they want it in and how you swear it under oath or whatever. Um, do you have any idea of where—am I supposed to use a specific form or do you have any idea what—how I'm supposed to do that?

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00:02:14 Chancery Court Clerk & Master's Office (615) 790-5428 (Williamson County, TN):

- **Yeah, I can't give you any advice. I mean, I'm not an attorney.**[4,5,6]

00:02:18 Jeff F. (Disabled, Broke, Pro Se Litigant):

Right. So um, so the same thing with this complaint um, I mean my understanding is people can represent themselves if you can't get an attorney. But I've only got 2 weeks left or she gets a default judgment, and I don't have any clue how.

00:02:37 Jeff F. (Disabled, Broke, Pro Se Litigant):

I mean I can understand how to rebuttal her—her statements that are false here, but I don't have any clue as far as what kind of form or format that should take or anything else. Do you have any knowledge of any stock forms that State of Tennessee offers for replying to this?

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[4] This wasn't a request for "legal advice", it was a question about **procedural information** and specifically a **FORM** called **"Protected Income and Assets (Affidavit of Claim Exemptions)"** which the State of Tennessee has prepared in both WORD, PDF, and Fillable PDF formats, again on their TNCourts.gov website, along with many other **FORMS!**

[5] https://www.tncourts.gov/docs/documents-forms/supreme-court-approved-forms/protected-income-and-assets-ia-fillable-pdf (This is the exact form that I am asking for, while the Court acts clueless and refuses to assist.)

[6] **Information** such as I sought, was well within the **"Guidelines for Tennessee Court Clerks Who Assist Self-Represented Persons"**. Which states in Section A, **"The primary goal of court and clerks' staff is to provide high quality service to court users. Court clerks strive to provide accurate information and assistance in a prompt and courteous manner."** While Section B of that same document, was violated throughout much of my case, **"Absolute duty of impartiality. Court clerks must treat all litigants fairly and equally.** Court clerks must not provide assistance for the purpose of giving one party an advantage over another, **nor give assistance to one party that they would not give to an opponent."**

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00:03:01 Chancery Court Clerk & Master's Office (615) 790-5428 (Williamson County, TN):

No, we don't have any forms here in this office.[7,8,9,10,11]

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[7] The Court withheld simple INFORMATION about pre-drafted FORMS provided by the State of Tennessee, which are approved for use by the Tennessee Supreme Court, easily available in at least three different locations, **if you simply know WHERE to LOOK:**

[8] **SAMPLE COURT FORMS are provided in the last 58-PAGES of that Court's OWN LOCAL RULES,** in **APPENDIX A** (on page-24) through **APPENDIX K** (on page 82), of the LOCAL RULES OF PRACTICE, TWENTY-FIRST JUDICIAL DISTRICT, HICKMAN, LEWIS, PERRY AND **WILLIAMSON COUNTIES**. RULES OF THE CIRCUIT AND CHANCERY COURTS FOR THE TWENTY-FIRST JUDICIAL DISTRICT (Amended March 1, 2019).

[9] https://www.tncourts.gov/ (NOBODY at Williamson County Chancery Court EVER told me about this website!)

[10] https://justiceforalltn.org/forms/ (NOBODY at Williamson County Chancery Court EVER told me about this website, or the resources it hosts!) **There was NO SIGNAGE or any information to assist Pro Se or Disabled litigants!**

[11] Later, on a separate occasion, when visiting the Williamson County Chancery Court, Clerk & Master's Office (I don't know the date or time, who I spoke with, or the exact language of our conversation. It was one of my first times there, I didn't know anybody by name.) I asked again about where I could find or obtain any FORMS or INFORMATION that I could use as a guide, and where I could find their LOCAL COURT RULES, so that I could ensure that whatever I drafted and filed would comply with the specific format desired by the Williamson County Chancery Court.

Whomever I spoke with in the Clerk & Master's Office, failed or refused to provide me with ANY useful information or assistance whatsoever! I was never provided with ANY of the information above, prepared by and hosted by both the State and County governments. Nor did I receive any helpful information whatsoever.

I specifically remember inquiring about the **local library**, and whether or not they had any TN State Law Books or resources to assist me. Any Local Court Rules, form styles, templates, anything... to which I was told "no", or not that they knew of... I was advised to look online, but not informed about **ANY** websites or resources provided by the State of Tennessee or the TN Court System, **which I specifically asked about**, to again receive a **"nothing that I'm aware of"** (or substantially similar response). Instead, I repeatedly received a general suggestion such as **"that's why people hire attorneys, you'll just need to research it online."**

At that time, I had been researching it online, but **I never found any websites for the TN Courts in my search results.** Instead, I found a BUNCH of companies who wanted to SELL ME FORMS, which included some type of "form builder" to design the forms in compliance with each State (they said). **Though none of them looked like what I had been served**, so I was extremely reluctant. I finally wasted $100 buying a set of divorce answer forms, from the most legitimate looking website I could find. Unfortunately, there were so many irrelevant looking pages, while the entire package and format looked goofy and generic, that I never used them.

This was specifically WHY I repeatedly tried to get SOME INFORMATION from the Clerk & Master's Office about WHICH WEBSITE to buy the forms from, or any other resources provided by the State of Tennessee, whether located online or in a building in Middle Tennessee, that I could drive to, perform some research, obtain some information, anything that would point me in the right direction, where I could reasonably expect my filing would be acceptable to the Court. Yet they refused to even point me in the general direction! **(I didn't mind spending $100 for FORMS, I just wanted to ensure the forms I purchased would be acceptable to the Williamson County Chancery Court.)**

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00:03:04 Jeff F. (Disabled, Broke, Pro Se Litigant):

OK. And is there, is this the, is this just the ADA office or is this an office associated with the legal?

00:03:12 Chancery Court Clerk & Master's Office (615) 790-5428 (Williamson County, TN):

This is Chancery Court, Clerk & Master's Office.

00:03:15 Jeff F. (Disabled, Broke, Pro Se Litigant):

OK, so—so [laughing] what do you advise I do?

00:03:21 Chancery Court Clerk & Master's Office (615) 790-5428 (Williamson County, TN):

I can't give you any advice because I'm not an attorney.

00:03:25 Jeff F. (Disabled, Broke, Pro Se Litigant):

Right. [pause] But attorneys cost money, and if I don't have any money, then what do I do? [laughing]

00:03:34 Jeff F. (Disabled, Broke, Pro Se Litigant):

I mean, it seems like there should be some way—I thought that there was some way that legally people could represent themselves and um respond to this without just being in trouble, because they get a default judgment if you don't.

00:03:50 Jeff F. (Disabled, Broke, Pro Se Litigant):

And actually that's what the attorney had told me too, that I consulted with was that even if I get an attorney at this point, um and they try to go to get her to pay the fees. I probably need to respond to this myself ahead of time, because I'm gonna run out of time.

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00:04:11 Chancery Court Clerk & Master's Office (615) 790-5428 (Williamson County, TN):

And did that Attorney not give you any advice or any suggestions.

00:04:16 Jeff F. (Disabled, Broke, Pro Se Litigant):

He—he looked online. He said he didn't see the forms. He looked real quick online and said he didn't see the forms and uh and no, he did not give me any. I mean, he suggested that I do not allow this to get a default judgment. He suggested that I reply to this even if I do it myself, um but he didn't tell me how to do that. He just said I guess research it online, or this or that, but um there's all kinds of stuff online. I want to make sure that I do it in a way that is acceptable to the Williamson County Court System.

00:04:53 Chancery Court Clerk & Master's Office (615) 790-5428 (Williamson County, TN):

Like I said, you know, I'm sorry, but you know, I'm not an attorney. I can't give you any advice and we don't have any standard forms for that—that we could give you.[12]

00:05:01 Jeff F. (Disabled, Broke, Pro Se Litigant):

OK. Is there any um, ADA area of the State of Tennessee that helps people that have um certified—doctors certified mental handicaps to figure out how to do this, with—if they don't have money.

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[12] According to the **"Guidelines for Tennessee Court Clerks Who Assist Self-Represented Persons"** (attached), in section D, on pages 2 and 3, it states as follows:

Authorized information and assistance. When a self-represented person seeks help -- excluding legal advice -- court or clerks' staff may respond to questions to the best of her or his ability. Court clerks are authorized to:

Provide a copy of or recite common, routinely employed: court rules, court procedures, administrative practices. Show or tell the self-represented person where to access statutes or rules of procedure.

Identify forms [and informational booklets] that might meet the needs of the self-represented person, and provide forms [and informational booklets] that the Supreme Court [or trial judge] has [approved] mandated for the guidance of self-represented persons. When a clerk is reasonably certain about which form is most appropriate for use by a given litigant, clerk should identify the appropriate form and answer questions about how to complete it.

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CLERK & MASTER

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00:05:18 Chancery Court Clerk & Master's Office (615) 790-5428 (Williamson County, TN):

- **There's nothing that I'm aware of, you know like I said, the ADA number on there is simply if you need assistance getting into the building.**[13] **[The court says that the ADA PHONE NUMBER (printed at the bottom of every Court Summons), is ONLY there for people who need help getting into the building.]**

00:05:22 Jeff F. (Disabled, Broke, Pro Se Litigant):

- **Right, that's a wheelchair or something but...**

00:05:24 Chancery Court Clerk & Master's Office (615) 790-5428 (Williamson County, TN):

- **Um-Hun. [confirming]**

00:05:25 Jeff F. (Disabled, Broke, Pro Se Litigant):

...there's a—a—a—a there's a—OK, that won't really help me. [laughing] OK.

00:05:36 Jeff F. (Disabled, Broke, Pro Se Litigant):

Well, thank you.

00:05:24 Chancery Court Clerk & Master's Office (615) 790-5428 (Williamson County, TN):

You're welcome.

00:05:38 Jeff F. (Disabled, Broke, Pro Se Litigant):

Have a good day. Bye bye.

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[13] This is so highly **discriminative** against poor and disabled litigants, while being a flagrant violation of both State and Federal ADA Laws and related Policies, "under color of law" and/or local policies, this is absolutely unacceptable! ALL that I was looking for was a **tiny bit of human decency,** and the **slightest CHANCE at an actually FAIR and IMPARTIAL trial,** as is required of every Court of Equity and Law within the United States of America, in order to have and maintain **any lawful authority and jurisdiction** to hear, judge, or rule over any matter! **Instead, I found the exact opposite inside Williamson County Chancery Court,** more times and in more ways, than so far, I can count!

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Guidelines for
Tennessee Court Clerks Who Assist Self-Represented Persons

(Approved by the Tennessee State Court Clerks Association and endorsed by the Tennessee Supreme Court)

A. The primary goal of court and clerks' staff is to provide high quality service to court users. Court clerks strive to provide accurate information and assistance in a prompt and courteous manner. However, in many or most situations involving *pro se* litigants (or represented litigants who come to the clerk's office without their attorneys), the best customer service might be to advise the litigant to seek the assistance of an attorney. The purpose of this rule is to provide guidance to court clerks about the services they may provide to self-represented persons without violation of the prohibition against engaging in the unauthorized practice of law. It is not intended to restrict the powers of court clerks as otherwise provided by statute or rule, nor is it intended to eliminate the collection of applicable fees or costs. Finally, it is not the purpose of this Rule to require court clerks to provide the assistance authorized by paragraph D.

B. Absolute duty of impartiality. Court clerks must treat all litigants fairly and equally. Court clerks must not provide assistance for the purpose of giving one party an advantage over another, nor give assistance to one party that they would not give to an opponent.

C. Prohibition against giving legal advice. As specified in paragraph C.2, court clerks shall not provide legal advice or recommend a specific course of action for an individual other than the advice to seek the assistance of a lawyer. (*See Guideline* C.2 for examples of legal advice.)

1. If a court user asks for legal advice, court clerks shall inform the person that the clerk is not authorized to provide legal advice and shall advise the person to seek the assistance of an attorney.

2. Court clerks shall not apply the law to the facts of a given case, nor give directions regarding how a litigant *should* respond or behave in any aspect of the legal process. For example, court clerks shall not:

   a. Recommend whether to file a petition or other pleading.
   b. Recommend phrasing or specific content for pleadings.
   c. Fill in a form for the self-represented person, provided, however, that if a litigant has a physical disability or is illiterate and therefore unable to fill in a form, and the litigant explains the disability to a clerk's staff member and requests appropriate assistance, then the staff member may fill in the form. In such a case, however, the clerk's staff member must write down the *exact words* provided by the litigant, and another staff member must witness the action.)
   d. Recommend specific people against whom to file petitions or other pleadings.
   e. Recommend specific types of claims or arguments to assert in pleadings or at trial.

f. Recommend what types or amount of damages to seek or the specific litigants from whom to seek damages.
g. Recommend specific questions to ask witnesses or other litigants.
h. Recommend specific techniques for presenting evidence in pleadings or at trial.
i. Recommend which objections to raise to an opponent's pleadings or motions at trial or when and specifically how to raise them.
j. Recommend when or whether a litigant should request (or oppose) a continuance.
k. Recommend when or whether a litigant should settle a dispute.
l. Recommend whether a litigant should appeal a judge's decision.
m. Interpret the meaning or implications of statutes or appellate court decisions as they might apply to an individual case.
n. Perform legal research.
o. Predict the outcome of a particular case, strategy, or action.

3. If a court clerk is uncertain whether the advice or information constitutes "legal advice," the clerk shall inform the person that the clerk is not authorized to provide legal advice and shall advise the person to seek the assistance of an attorney.

D. Authorized information and assistance. When a self-represented person seeks help -- excluding legal advice -- court or clerks' staff may respond to questions to the best of her or his ability. Court clerks are authorized to:

1. Unless prohibited by statute or court rule, provide public information contained in:
   a. dockets or calendars,
   b. case files,
   c. indexes, and
   d. other reports.

2. Provide a copy of or recite common, routinely employed:
   a. court rules,
   b. court procedures, and
   c. administrative practices.

3. Show or tell the self-represented person where to access statutes or rules of procedure.

4. Identify forms [and informational booklets] that might meet the needs of the self-represented person, and provide forms [and informational booklets] that the Supreme Court [or trial judge] has [approved] mandated for the guidance of self-represented persons. When a clerk is reasonably certain about which form is most appropriate for use by a given litigant, the clerk should identify the appropriate form. However, clerks should avoid telling litigants that they *should* or *must* use a particular form. The appropriate approach in most situations is to tell the

litigant: a) a particular form probably will meet the individual's needs; b) clerks cannot guarantee that this is the correct form; and c) the litigant should read the form very closely or consult an attorney to determine the appropriateness of the form for the litigant's purposes.

5. Answer questions about how to complete forms (*e.g.,* where to write in particular types of information), but **not** questions about how the litigant *should* phrase his or her responses on the forms.

6. Define or explain terms commonly used in court processes.

7. Provide phone numbers for legal assistance organizations, mediator and lawyer referral services, and other judicially approved programs providing assistance to self-represented persons. .

E. Prohibition against revealing the outcome of a case before the information is officially released to the litigants or public. Court clerks shall not disclose the outcome of a matter submitted to a judge for decision until the outcome is part of the public record, or until the judge directs disclosure of the matter.

F. Ex parte communications.

1. If a litigant or attorney submits an *ex parte* **written** communication for a judge (*e.g.*, to grant a continuance; to stop or limit a garnishment), court staff **must** deliver it to a judge who should decide what action, if any, is appropriate.

2. If a party makes a **verbal** request that a judge take some type of **action** in a case, the clerk should tell the litigant to **put the request in writing** and:

   a. address the request to the court;
   b. include the case number (if any) on the document;
   c. write the date on the document;
   d. sign the written document;
   e. print the person's name under the signature;
   f. write the person's address and telephone number on the document;
   g. deliver the written request to the clerk's office; and
   h. serve a copy of the document on opposing litigant or litigant's attorney (in a manner consistent with the Tennessee Rules of Civil Procedure..

3. If a party or attorney contacts a court clerk by telephone with a verbal request for judicial action and there is insufficient time to deliver a written request to the clerk's office (i.e., an emergency situation), the clerk may communicate the request to a judge in accordance with rules established by the chief or presiding judge(s) for handling such communications. The clerk, however, should tell the caller that the clerk cannot guarantee that the judge will grant the request.

	Administrative Policies And Procedures Tennessee Supreme Court Administrative Office of the Courts	Index #: 2.07 | Page 1 of 11 Effective Date: 11/14/08 Supersedes: 2.07 (03/15/06)
Approved by: Chief Justice Janice M. Holder and Elizabeth A. Sykes, Director		
Subject: Americans with Disabilities Act		

I. Authority: T.C.A. §16-3-803, 42 U.S.C. 12131 *et seq*. (Americans with Disabilities Act)

II. Purpose: To ensure that all individuals have equal access to judicial programs and to prohibit discrimination against any individual on the basis of physical or mental disability in accessing or participating in its programs.

III. Application: All employees of the Judicial Branch.

IV. Definitions:

A. Disability: With respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of such individual; a record of such an impairment; or being regarded as having such an impairment.

B. Facility: All or any portion of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walks, passageways, parking lots, or other real or personal property, including the site where the building, property, structure or equipment is located.

C. Individual with a disability: A person who has a disability.

D. Qualified individual with a disability: An individual with a disability who, with or without reasonable modification to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a public entity.

V. Policy: It shall be the policy of the Judicial Branch of the State of Tennessee to prohibit discrimination against any qualified individual on the basis of physical or mental disability in accessing or participating in its

judicial programs. The Judicial Branch shall conduct its services, programs or activities, when viewed in their entirety, in a manner that is readily accessible to and usable by qualified individuals with disabilities.

VI. Procedures:

A. Upon request, the Tennessee Judicial Branch will provide reasonable modifications to its rules, policies, services, procedures, and practices when doing so is necessary to provide effective access to a qualified individual with a disability. A "reasonable modification" may include, but is not limited to, furnishing, at no charge, auxiliary aids and services, which include but are not limited to equipment, devices, materials in alternative formats, and qualified interpreters or readers; and relocating judicial programs, services or activities to alternate accessible facilities or alternate accessible sites. Such modifications shall be designed to make each service, program, or activity, when viewed in its entirety, readily accessible to be usable by a qualified individual with a disability.

B. In the event that the reasonable modification requires relocation of a judicial program, service or activity to an alternate facility or site, the alternate facility or site shall comply with the requirements of the Americans with Disabilities Act and the Tennessee Public Buildings Accessibility Act. The alternate facility or site shall also comply with Tennessee law concerning the location of county courthouses.

The Local Judicial Program ADA Coordinator in a county where the county courthouse is not ADA compliant, shall maintain a list of alternate facilities or sites that may be used for relocation of judicial programs, services and activities. An up to date copy of the alternate facility or site list shall be submitted to the Tennessee Judicial Program ADA Coordinator.

C. The Tennessee Judicial Branch has Judicial Program ADA Coordinator, employed by the Administrative Office of the Courts (AOC), who oversees the administration of this policy, any complaints associated with issues raised by this policy, and Requests for Modification under the Americans with Disabilities Act within the Judicial Branch, and will have the ultimate responsibility for compliance with this policy.

D. The Tennessee Judicial Program ADA Coordinator will designate a Local Judicial Program ADA Coordinator for each county in a judicial district, who will be responsible for handling all Requests for Modification to access judicial programs, activities and services within that county. The Local Judicial Program ADA Coordinator

Subject: Americans with Disabilities Act	Index #: 2.07	Page 3 of 11

should be involved with or familiar with the judicial program of the county.

E. Persons requiring modification to obtain access to judicial programs, services or activities at any facility used for such purposes should contact the Local Judicial Program ADA Coordinator (Coordinator). A written Request for Modification is preferred. However, this request may be made by telephone to the Coordinator. In such instances, the Coordinator shall commit such requests to writing. The Coordinator shall maintain a record of all Requests for Modification. A Request for Modification form is available and may be obtained from the Local Judicial Program ADA Coordinator, the Tennessee Judicial Program ADA Coordinator, any court clerk's office, or online at www.tncourts.gov. If appropriate or upon request, the Local Judicial Program ADA Coordinator or the Tennessee Judicial Program ADA Coordinator will provide assistance with writing and submitting the written request for Modification. Large print and Braille versions of the Request form are available upon request. If appropriate, other personnel associated with the judicial program, service or activity may assist the applicant in the submission of a completed Request for Modification to the Coordinator.

The written Request for Modification shall include a description of the person's disability, the role of the person in the judicial proceeding, the Modification sought, the date and time of the Modification requested, and the judicial proceeding for which the Modification is sought. Once a Request for Modification has been granted, the Local Judicial Program ADA Coordinator will advise the applicant of the procedure to be followed with regard to subsequent proceedings associated with the original Request. If necessary, the Local Judicial Program ADA Coordinator may require the applicant to provide additional information about the qualifying disability in order to determine the appropriate Modification to meet the applicant's needs, but only such information that may be required to make such a determination. Under no circumstances will the Local Judicial Program ADA Coordinator be permitted to request information regarding the applicant's disability that is not necessary for the evaluation of the Modification requested.

F. An application requesting Modification may be submitted by any lawyer, party, witness, juror or other individual with an interest in attending any judicial program, activity or service or another person on behalf of such interested person.

G. The Request for Modification should be submitted with as much advance notice as possible, but in any event should be made no less than five (5) business day prior to the date for which the

Modification is sought. An immediate Request for Modification should be made when urgent and/or emergency circumstances arise. In criminal cases where a defendant is confined to jail, the Request for Modification should be made as soon as possible. However, it may be necessary that the Request for Modification may be made contemporaneously with his or her initial court appearance.

H. In the event that a person requiring a Modification has not made a timely Request for Modification, the court may, in its discretion, immediately grant such Modification without requiring an advance written request. In such a case, a Request for Modification form shall be completed by either the person requesting Modification or court personnel for the court's records. Alternately, the court may, in its discretion, postpone, reschedule or otherwise delay the judicial program, service or activity affected. Under such circumstances, the individual requesting Modification shall be required to immediately submit a written request. If appropriate or upon request, court personnel will provide assistance with writing and submitting the request for Modification.

I. The Local Judicial Program ADA Coordinator will, as soon as practicable, notify the requesting individual of the Modification to be provided. An alternate Modification may be offered instead of the requested Modification if the Local Judicial Program ADA Coordinator determines that another equally effective Modification is available.

J. If the Local Judicial Program ADA Coordinator determines that additional time may be necessary in order to achieve and/or obtain Modification, the Local Judicial Program ADA Coordinator shall notify the judge presiding over the matter, who will determine an appropriate course of action.

K. A request for Modification may be denied only if the Local Judicial Program ADA Coordinator finds that:

1) The person making the request is not a qualified individual with a disability; or,

2) The requested Modification would create an undue financial or administrative burden; or,

3) The requested Modification would fundamentally alter the nature of the judicial program, service or activity; or,

4) Some other Modification would be as effective and involve less cost or inconvenience; or,

5) The applicant has refused to comply with this Policy; or,

6) The applicant's failure to comply with this Policy makes impossible or impracticable the ability to provide the requested Modification.

L. No employee of the Judicial Branch of the State of Tennessee shall retaliate against any person who exercises his/her rights under the Americans with Disabilities Act or who requests modification pursuant to this policy.

M. If a Request for Modification is denied or the offered alternate Modification is unsatisfactory to the applicant, the applicant may appeal the decision of the Local Judicial Program ADA Coordinator to the presiding judge of the judicial district within ten (10) days of the denial of Modification or offer of alternate Modification. The judge shall rule on the appeal as soon as practicable, and where possible, in advance of the date of the hearing for which the Modification is requested.

N. If an applicant is dissatisfied with the ruling of the presiding judge, the decision may be appealed, within ten (10) days of the ruling, to the Director of the Administrative Office of the Courts, or his/her designee. A written request must include reasons for disagreement with the previous determinations, as well as the remedy sought. The Director shall provide a ruling as to the request as expeditiously as possible. In resolving appeals, the Director is authorized to independently investigate the facts surrounding the appeal and has the discretion to utilize appropriate dispute resolution processes or other methods, including but not limited to, designating an appropriate neutral to assist in resolving the issues in controversy.

O. A public notice shall be posted in visible places throughout each facility where judicial programs, services and/or activities are held, including but not limited to each court clerk's office, that identifies the Local Judicial Program ADA Coordinator and the Tennessee Judicial Program ADA Coordinator. Such public notice shall also provide a website address where a copy of this policy, implementation guidance, and Request for Modification form may be obtained electronically.

Should the courthouse facility within which judicial programs, services and/or activities are provided be inaccessible, a public notice shall be posted on the outside of the building or at another such location at or near the building that is readily accessible.

P. When a summons, subpoena, juror summons or other pleading, order or document compelling participation in a judicial program,

service or activity is issued, said documents shall provide notice of the identity of the Local Judicial Program ADA Coordinator, the Tennessee Judicial Program ADA Coordinator and a specific designation as to how each may be contacted, including telephone numbers and email addresses. Such notice shall also provide information about program accessibility and the procedure for submission of requests for reasonable modifications. Such notice shall also provide a website address where a copy of this policy and Request for Modification request form may be obtained electronically. In the alternative, an abbreviated form of notice, i.e. a stamped or printed statement, that may be integrated onto a pre-printed form, may be provided on such documents that provides contact information for persons requiring assistance under the Americans with Disabilities Act, e.g. "For ADA assistance, please call (insert contact information for Local Judicial Branch ADA Coordinator)."

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REQUEST FOR MODIFICATION
Applicant requests accommodation under Tennessee Judicial Branch Policy 2.07

Applicant Information

Applicant is: _____Witness _____Juror _____Attorney _____Party _____Other (Specify Nature of Interest):_____

Name:_____ **Court:**_____
Telephone: _____
Address:_____

Judge:_____ **Case No.:**_____

Type of proceeding: Criminal _____Civil _____
Proceedings to be covered (e.g., bail hearing, preliminary hearing, particular witnesses at trial, sentencing hearing, motion hearing, and trial):_____
_____
_____
Dates modification needed (specify): _____
Disability necessitating modification (specify): _____
_____
Type of modification requested (specify:_____
_____
Special requests or anticipated problems (specify):_____
_____

I hereby certify that the above information is true and correct to the best of my knowledge.

Date:_____ _____
(Signature of Applicant)

□ The request for modification is **GRANTED.**

□ **OFFER OF REASONABLE ALTERNATE MODIFICATION** _____
_____

□ The request for modification is **DENIED** because:

____ the applicant is not a qualified individual with a disability
____ the requested modification would fundamentally alter the nature of the judicial program, service or activity
____ the requested modification would create an undue financial or administrative burden
____ the applicant refused to comply with the Policy
____ the applicant's failure to comply with the Policy makes impossible or impracticable the ability to provide the requested Modification

(Specify)_____

DATE: _____ _____
Local Judicial Program ADA Coordinator

Subject: Americans with Disabilities Act	Index #: 2.07	Page 8 of 11

APPEALS

□ Presiding Judge Review requested. (Specify reason and the remedy you want): _____

_____

_____

_____

DATE:_____ _____

(Signature of Person Requesting Review)

PRESIDING JUDGE REVIEW

I have reviewed the original request for modification, the offer of alternate modification OR the denial of modification and the reason for the denial, and the reason that this review has been requested and find as follows:_____

_____

_____

_____

DATE:_____ _____

PRESIDING JUDGE

□ Administrative Office of the Courts Review requested. (Specify reason and the remedy you want):_____

_____

DATE:_____ _____

(Signature of Person Requesting Review)

ADMINISTRATIVE OFFICE OF THE COURTS REVIEW

I have reviewed the original request for modification, the offer of alternate modification OR the denial of modification and the reason for the denial, and the reason that this review has been requested and find as follows:_____

_____

_____

_____

DATE:_____ _____

AOC DIRECTOR

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PUBLIC NOTICE

The Americans with Disabilities Act prohibits discrimination against any qualified individual with a disability. The Tennessee Judicial Branch does not permit discrimination against any individual on the basis of physical or mental disability in accessing its judicial programs. In accordance with the Americans with Disabilities Act, if necessary, the Tennessee Judicial Branch will provide reasonable modifications in order to access all of its programs, services and activities to qualified individuals with disabilities.

If you require a modification to access the judicial program and/or have special needs because of a qualified disability, you must submit a written **Request for Modification** to the Local Judicial Program ADA Coordinator listed below at least five (5) business days prior to the date of the judicial program, if possible. A form is available from the Local Judicial Program ADA Coordinator or from the Tennessee Judicial Program ADA Coordinator.

If you need assistance, have questions or need additional information, please contact your Local Judicial Program ADA Coordinator:

_____
_____
_____
_____
_____

If you need assistance, have questions or need additional information, you may also contact the Tennessee Judicial Program ADA Coordinator:

_____
_____
_____
_____
_____

The Tennessee Judicial Branch Americans with Disabilities Act Policy Regarding Access to Judicial Programs, as well as a Request for Modification form may be found online at www.tncourts.gov.

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NOTICE

(To be sent along with Summons, Subpoenas, Juror Summons or other order compelling participation in a judicial program)

The Americans with Disabilities Act prohibits discrimination against any qualified individual with a disability. The Tennessee Judicial Branch does not permit discrimination against any individual on the basis of physical or mental disability in accessing its judicial programs. In accordance with the Americans with Disabilities Act, if necessary, the Tennessee Judicial Branch will provide reasonable modifications in order to access all of its programs, services and activities to qualified individuals with disabilities.

If you require a modification to access the judicial program and/or have special needs because of a qualified disability, you must submit a written **Request for Modification** to the Local Judicial Program ADA Coordinator listed below at least five (5) business days prior to the date of the judicial program, if possible. A form is available from the Local Judicial Program ADA Coordinator or from the Tennessee Judicial Program ADA Coordinator.

If you need assistance, have questions or need additional information, please contact the Local Judicial Program ADA Coordinator:

_____
_____
_____
_____
_____

If you need assistance, have questions or need additional information, you may also contact the Tennessee Judicial Program ADA Coordinator:

_____
_____
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_____
_____

The Tennessee Judicial Branch Americans with Disabilities Act Policy Regarding Access to Judicial Programs, as well as a Request for Modification form may be found online at www.tncourts.gov.

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*ALTERNATIVE NOTICE FORM

(To be sent along with Summons, Subpoenas, Juror Summons or other order compelling participation in a judicial program)

For ADA assistance, please call (insert contact information for Local Judicial Branch ADA Coordinator).

*This language is model language and may be amended for local court use.

EXHIBIT 21

WILLFUL AND WANTON DISREGARD FOR THE RULES OF JUDICIAL AND PROFESSIONAL CONDUCT

PRINCIPAL RULES VIOLATED

SECTION 1-TERMINOLOGY 1

JUDGES: (RJC) RULES OF JUDICIAL CONDUCT 2

RULE 1.1 - COMPLIANCE WITH THE LAW 2

RULE 2.12 - SUPERVISORY DUTIES 3

RULE 2.15 - RESPONDING TO JUDICIAL AND LAWYER MISCONDUCT 4

RULE 2.2 - IMPARTIALITY AND FAIRNESS 5

RULE 2.3 - BIAS, PREJUDICE, AND HARASSMENT 6

RULE 2.6 - ENSURING THE RIGHT TO BE HEARD 7

LAWYERS: (RPC) RULES OF PROFESSIONAL CONDUCT 8

RULE 3.3 - CANDOR TOWARD THE TRIBUNAL 8

RULE 3.4 - FAIRNESS TO OPPOSING PARTY AND COUNSEL 13

RULE 3.5 - IMPARTIALITY AND DECORUM OF THE TRIBUNAL 15

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RULE 8.4 - MISCONDUCT 21

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Tenn. R. Sup. Ct. 1.0

Rule 1.0 - TERMINOLOGY



(a) "Belief" or "believes" denotes that the person involved actually supposed the fact in question to be true. A person's belief may be inferred from circumstances.

(b) "Confirmed in writing," when used in reference to the informed consent of a person, denotes informed consent that is given in writing by the person or a writing that a lawyer promptly transmits to the person confirming an oral informed consent. See paragraph (e) for the definition of "informed consent." If it is not feasible to obtain or transmit the writing at the time the person gives informed consent, then the lawyer must obtain or transmit it within a reasonable time thereafter.

(c) "Firm" or "law firm" denotes a lawyer or lawyers in a law partnership, professional corporation, sole proprietorship or other association authorized to practice law; or lawyers employed in a legal services organization or the legal department of a corporation, government agency, or other organization.



(d) "Fraud" or "fraudulent" denotes an intentionally false or misleading statement of material fact, an intentional omission from a statement of fact of such additional information as would be necessary to make the statements made not materially misleading, and such other conduct by a person intended to deceive a person or tribunal with respect to a material issue in a proceeding or other matter.

(e) "Informed consent" denotes the agreement by a person to a proposed course of conduct after the lawyer has communicated adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct.

(f) "Knowingly," "known," or "knows" denotes actual awareness of the fact in question. A person's knowledge may be inferred from circumstances.

(g) "Partner" denotes a partner in a law firm organized as a partnership or professional limited liability partnership, a shareholder in a law firm organized as a professional corporation, a member in a law firm organized as a professional limited liability company, or a sole practitioner who employs other lawyers or nonlawyers in connection with his or her practice.



(h) "Reasonable" or "reasonably," when used in relation to conduct by a lawyer, denotes the conduct of a reasonably prudent and competent lawyer.

(i) "Reasonable belief" or "reasonably believes" when used in reference to a lawyer, denotes that the lawyer believes the matter in question and that the circumstances are such that the belief is reasonable.

(j) "Reasonably should know," when used in reference to a lawyer, denotes that a lawyer of reasonable prudence and competence would ascertain the matter in question.

(k) "Screening" and "screened" denote the isolation of a lawyer from any participation in a matter through the timely imposition of procedures within a firm that are reasonably adequate under the circumstances to protect information that the isolated lawyer is obligated to protect under these Rules or other law.

(l) "Substantial" or "substantially," when used in reference to degree or extent, denotes a material matter of clear and weighty importance.

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. 1.1



Tenn. R. Sup. Ct. 2.12

Rule 2.12 - Supervisory Duties

(A) A judge shall require court staff, court officials, and others subject to the judge's direction and control to act in a manner consistent with the judge's obligations under this Code.

(B) A judge with supervisory authority for the performance of other judges shall take reasonable measures to ensure that those judges properly discharge their judicial responsibilities, including the prompt disposition of matters before them.

Tenn. R. Sup. Ct. 2.12

Comment

[1] A judge is responsible for his or her own conduct and for the conduct of others, such as staff, when those persons are acting at the judge's direction or control. A judge may not direct court personnel to engage in conduct on the judge's behalf or as the judge's representative when such conduct would violate the Code if undertaken by the judge.

[2] Public confidence in the judicial system depends upon timely justice. To promote the efficient administration of justice, a judge with supervisory authority must take the steps needed to ensure that judges under his or her supervision administer their workloads promptly. For further guidance on supervisory duties, see Tennessee Code Annotated section 16-2-509(b) (duties of the presiding judge) and other applicable laws, such as Metropolitan Nashville Charter § 14.09A.



Tenn. R. Sup. Ct. 2.15

Rule 2.15 - Responding to Judicial and Lawyer Misconduct

(A) A judge having knowledge that another judge has committed a violation of this Code that raises a substantial question regarding the judge's honesty, trustworthiness, or fitness as a judge in other respects shall inform the appropriate authority.
(B) A judge having knowledge that a lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question regarding the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects shall inform the appropriate authority.
(C) A judge who receives information indicating a substantial likelihood that another judge has committed a violation of this Code shall take appropriate action.
(D) A judge who receives information indicating a substantial likelihood that a lawyer has committed a violation of the Rules of Professional Conduct shall take appropriate action.

Tenn. R. Sup. Ct. 2.15

Comment

[1] Taking action to address known misconduct is a judge's obligation. Paragraphs (A) and (B) impose an obligation on the judge to report to the appropriate disciplinary authority the known misconduct of another judge or a lawyer that raises a substantial question regarding the honesty, trustworthiness, or fitness of that judge or lawyer. Ignoring or denying known misconduct among one's judicial colleagues or members of the legal profession undermines a judge's responsibility to participate in efforts to ensure public respect for the justice system. This Rule limits the reporting obligation to those offenses that an independent judiciary must vigorously endeavor to prevent.

[2] A judge who does not have actual knowledge that another judge or a lawyer may have committed misconduct, but receives information indicating a substantial likelihood of such misconduct, is required to take appropriate action under paragraphs (C) and (D). Appropriate action may include, but is not limited to, communicating directly with the judge who may have violated this Code, communicating with a supervising judge, or reporting the suspected violation to the appropriate authority or other agency or body. Similarly, actions to be taken in response to information indicating that a lawyer has committed a violation of the Rules of Professional Conduct may include but are not limited to communicating directly with the lawyer who may have committed the violation, or reporting the suspected violation to the appropriate authority or other agency or body.



Tenn. R. Sup. Ct. 2.2

Rule 2.2 - Impartiality and Fairness

A judge shall uphold and apply the law, and shall perform all duties of judicial office fairly and impartially.

Tenn. R. Sup. Ct. 2.2

Comment

[1] To ensure impartiality and fairness to all parties, a judge must be objective and open-minded.

[2] Although each judge comes to the bench with a unique background and personal philosophy, a judge must interpret and apply the law without regard to whether the judge approves or disapproves of the law in question.

[3] When applying and interpreting the law, a judge sometimes may make good-faith errors of fact or law. Errors of this kind do not violate this Rule.

[4] It is not a violation of this Rule for a judge to make reasonable accommodations to ensure self-represented litigants the opportunity to have their matters fairly heard.







Tenn. R. Sup. Ct. 2.3

Rule 2.3 - Bias, Prejudice, and Harassment

(A) A judge shall perform the duties of judicial office, including administrative duties, without bias or prejudice.

(B) A judge shall not, in the performance of judicial duties, by words or conduct manifest bias or prejudice, or engage in harassment, including but not limited to bias, prejudice, or harassment based upon race, sex, gender, religion, national origin, ethnicity, disability, age, sexual orientation, marital status, socioeconomic status, or political affiliation, and shall not permit court staff, court officials, or others subject to the judge's direction and control to do so.

(C) A judge shall require lawyers in proceedings before the court to refrain from manifesting bias or prejudice, or engaging in harassment, based upon attributes including but not limited to race, sex, gender, religion, national origin, ethnicity, disability, age, sexual orientation, marital status, socioeconomic status, or political affiliation, against parties, witnesses, lawyers, or others.

(D) The restrictions of paragraphs (B) and (C) do not preclude judges or lawyers from making legitimate reference to the listed factors, or similar factors, when they are relevant to an issue in a proceeding.

Tenn. R. Sup. Ct. 2.3

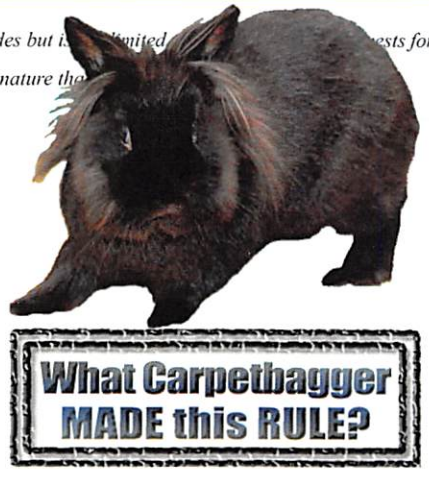
Comment

[1] A judge who manifests bias or prejudice in a proceeding impairs the fairness of the proceeding and brings the judiciary into disrepute.

[2] Examples of manifestations of bias or prejudice include but are not limited to epithets; slurs; demeaning nicknames; negative stereotyping; attempted humor based upon stereotypes; threatening, intimidating, or hostile acts; suggestions of connections between race, ethnicity, or nationality and crime; and irrelevant references to personal characteristics. Even facial expressions and body language can convey to parties and lawyers in the proceeding, jurors, the media, and others an appearance of bias or prejudice. A judge must avoid conduct that may reasonably be perceived as prejudiced or biased.

[3] Harassment, as referred to in paragraphs (B) and (C), is verbal or physical conduct that denigrates or shows hostility or aversion toward a person on bases such as race, sex, gender, religion, national origin, ethnicity, disability, age, sexual orientation, marital status, socioeconomic status, or political affiliation.

[4] Sexual harassment includes but i[illegible]limited [illegible]ests for sexual favors, and other verbal or physical conduct of a sexual nature tha[illegible]







Tenn. R. Sup. Ct. 2.6

Rule 2.6 - Ensuring the Right to Be Heard

WITNESS

(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.

(B) A judge may encourage settlement of disputed matters in a proceeding but shall not act in a manner that coerces any party into settlement. A judge who participates in a judicial settlement conference shall not preside over the trial or any other contested issue in that matter.

Tenn. R. Sup. Ct. 2.6

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.

[2] If a judge participates in the settlement of disputes, he or she should be careful that efforts to further settlement do not undermine any party's right to be heard according to law. Among the factors that a judge should consider when deciding upon an appropriate settlement practice for a case are (1) whether the parties have requested or voluntarily consented to a certain level of participation by the judge in settlement discussions, (2) whether the parties and their counsel are relatively sophisticated in legal matters, (3) whether the case will be tried by the judge or a jury, (4) whether the parties participate with their counsel in settlement discussions, (5) whether any parties are unrepresented by counsel, and (6) whether the matter is civil or criminal.

[3] Information o[illegible]ned by a judge during a judi[illegible] to the safeguards of the rules of evidence [illegible] and may pl[illegible] the motions for new trial; judgment notw[illegible] other issues in which the judge may n[illegible]g. Therefore, it is not appropria[illegible]eeding does not result in the [illegible]icipate in any other conte[illegible]

[4] A judic[illegible]fficer as defined in Tenn. [illegible]nces or other pretrial conferen[illegible]





BY LAW, any STATEMENTS or AFFIDAVITS written by a Lawyer, especially in an EX PARTE HEARING against a PRO SE LITIGANT, which FAILS to include ALL the MATERIAL FACTS KNOWN TO THE LAWYER, that will enable the tribunal to make an informed decision, whether or not the facts are adverse, constitute "FRAUD UPON THE COURT, BY OFFICER(S) OF THE COURT!"

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

(2) fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel; or

(3) in an ex parte proceeding, 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.

(b) A lawyer shall not offer evidence the lawyer knows to be false, except that a lawyer who represents a defendant in a criminal proceeding, and who has been denied permission to withdraw from the defendant's representation after compliance with paragraph (f), may allow the client to testify by way of an undirected narrative or take such other action as is necessary to honor the defendant's constitutional rights in connection with the proceeding.

(c) A lawyer shall not affirm the validity of, or otherwise use, any evidence the lawyer knows to be false.

(d) A lawyer may refuse to offer or use evidence, other than the testimony of a client who is a defendant in a criminal matter, that the lawyer reasonably believes is false, misleading, fraudulent or illegally obtained.

(e) If a lawyer knows that the lawyer's client intends to perpetrate a fraud upon the tribunal or otherwise commit an offense against the administration of justice in connection with the proceeding, including improper conduct toward a juror or a member of the jury pool, or comes to know, prior to the conclusion of the proceeding, that the client has, during the course of the lawyer's representation, perpetrated such a crime or fraud, the lawyer shall advise the client to refrain from, or to disclose or otherwise rectify, the crime or fraud and shall discuss with the client the consequences of the client's failure to do so.

(f) If a lawyer, after discussion with the client as required by paragraph (e), knows that the client still intends to perpetrate the crime or fraud, or refuses or is unable to disclose or otherwise rectify the crime or fraud, the lawyer shall seek permission of the tribunal to withdraw from the representation of the client and shall inform the tribunal, without further disclosure of information protected by RPC 1.6, that the lawyer's request to withdraw is required by the Rules of Professional Conduct.

(g) A lawyer who, prior to conclusion of the proceeding, comes to know that the lawyer has offered false tangible or documentary evidence shall withdraw or disaffirm such evidence without further disclosure of information protected by RPC 1.6.

(h) A lawyer who, prior to the conclusion of the proceeding, comes to know that a person other than the client has perpetrated a fraud upon the tribunal or otherwise committed an offense against the administration of justice in connection with the proceeding, and in which the lawyer's client was not implicated, shall promptly report the improper conduct to the



tribunal, even if so doing requires the disclosure of information otherwise protected by RPC 1.6.

(i) A lawyer who, prior to conclusion of the proceeding, comes to know of improper conduct by or toward a juror or a member of the jury pool shall report the improper conduct to the tribunal, even if so doing requires the disclosure of information otherwise protected by RPC 1.6.

(j) If, in response to a lawyer's request to withdraw from the representation of the client or the lawyer's report of a perjury, fraud, or offense against the administration of justice by a person other than the lawyer's client, a tribunal requests additional information that the lawyer can only provide by disclosing information protected by RPC 1.6 or 1.9(c), the lawyer shall comply with the request, but only if finally ordered to do so by the tribunal after the lawyer has asserted on behalf of the client all non-frivolous claims that the information sought by the tribunal is protected by the attorney-client privilege.

Tenn. R. Sup. Ct. 3.3

Comment

[1] This Rule governs the conduct of a lawyer who is representing a client in connection with the proceedings of a tribunal, such as a court or an administrative agency acting in an adjudicative capacity. It applies not only when the lawyer appears before the tribunal, but also when the lawyer participates in activities conducted pursuant to the tribunal's authority, such as pre-trial discovery in a civil matter.

[2] The advocate's task is to present the client's case with persuasive force. Performance of that duty while maintaining confidences of the client is qualified by the advocate's duty to refrain from assisting a client to perpetrate a fraud upon the tribunal. However, an advocate does not vouch for the evidence submitted in a cause; the tribunal is responsible for assessing its probative value.

Representations by a Lawyer

[3] An advocate is responsible for pleadings and other documents prepared for litigation, but is usually not required to have personal knowledge of matters asserted therein, for litigation documents ordinarily present assertions by the client, or by someone on the client's behalf, and not assertions by the lawyer. Compare RPC 3.1. However, an assertion purporting to be on the lawyer's own knowledge, as in an affidavit by the lawyer or in a statement in open court, may properly be made only when the lawyer knows the assertion is true or believes it to be true on the basis of a reasonably diligent inquiry. There are circumstances where failure to make a disclosure is the equivalent of an affirmative misrepresentation. The obligation prescribed in RPC 1.2(d) not to counsel a client to commit, or assist the client in committing a fraud, applies in litigation. Regarding compliance with RPC 1.2(d), see the Comment to that Rule and also Comments [1] and [7] to RPC 8.4.

Misleading Legal Argument

[4] Legal argument based on a knowingly false representation of law constitutes dishonesty toward the tribunal. A lawyer is not required to make a disinterested exposition of the law, but must recognize the existence of pertinent legal authorities. Furthermore, as stated in paragraph (a)(2), an advocate has a duty to disclose directly adverse authority in the controlling jurisdiction that has not been disclosed by the opposing party. The underlying concept is that legal argument is a discussion seeking to determine the legal premises properly applicable to the case.

Ex Parte Proceedings

[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.



Refusing to Offer or Use False Evidence

[6] When evidence that a lawyer knows to be false is provided by a person who is not the client, the lawyer must refuse to offer it regardless of the client's wishes. The lawyer must similarly refuse to offer a client's testimony that the lawyer knows to be false, except that paragraph (b) permits the lawyer to allow a criminal defendant to testify by way of narrative if the lawyer's request to withdraw, as required by paragraph (f), is denied. Paragraph (c) precludes a lawyer from affirming the validity of, or otherwise using, any evidence the lawyer knows to be false, including the narrative testimony of a criminal defendant.

[7] As provided in paragraph (d), a lawyer has authority to refuse to offer or use testimony or other proof that the lawyer believes is untrustworthy. Offering such proof may reflect adversely on the lawyer's ability to discriminate in the quality of evidence and thus impair the lawyer's effectiveness as an advocate. Because of the special protections historically provided criminal defendants, however, this Rule does not permit a lawyer to refuse to offer or use the testimony of such a client because the lawyer reasonably believes the testimony to be false. Unless the lawyer knows the testimony will be false, the lawyer must honor the client's decision to testify.

Wrongdoing in Adjudicative Proceedings by Clients and Others

[8] A lawyer who is representing a client in an adjudicative proceeding and comes to know prior to the completion of the proceeding that the client has perpetrated a fraud or committed perjury or another offense against the administration of justice, or intends to do so before the end of the proceeding, is in a difficult position in which the lawyer must strike a professionally responsible balance between the lawyer's duties of loyalty and confidentiality owed to the client and the equally important duty of the lawyer to avoid assisting the client with the consummation of the fraud or perjury. In all such cases, paragraph (e) requires the lawyer to advise the client to desist from or to rectify the crime or fraud and inform the client of the consequences of a failure to do so. The hard questions come in those rare cases in which the client refuses to reveal the misconduct and prohibits the lawyer from doing so.

[9] Paragraph (f) sets forth the lawyer's responsibilities in situations in which the lawyer's client is implicated in the misconduct. In these situations, the Rules do not permit the lawyer to report the client's offense. Confidentiality under RPC 1.6 prevails over the lawyer's duty of candor to the tribunal. Only if the client is implicated in misconduct by or toward a juror or a member of the jury pool does the lawyer's duty of candor to the tribunal prevail over confidentiality. See paragraph (i).

[10] Although the lawyer may not reveal the client's misconduct, the lawyer must not voluntarily continue to represent the client, for to do so without disclosure of the misconduct would assist the client to consummate the offense. The Rule, therefore, requires the lawyer to seek permission of the tribunal to withdraw from the representation of the client. To increase the likelihood that the tribunal will permit the lawyer to withdraw, the lawyer is also required to inform the tribunal that the request for permission to withdraw is required by the Rules of Professional Conduct. This statement also serves to advise the tribunal that something is amiss without providing

the tribunal with any of the information related to the representation that is protected by RPC 1.6. These Rules, therefore, are intended to preserve confidentiality while requiring the lawyer to act so as not to assist the client with the consummation of the fraud. This reflects a judgment that the legal system will be best served by rules that encourage clients to confide in their lawyers, who in turn will advise them to rectify the fraud. Many, if not most, clients will abide by their lawyer's advice, particularly if the lawyer spells out the consequences of failing to do so. At the same time, our legal system and profession cannot permit lawyers to assist clients who refuse to follow their advice and insist on consummating an ongoing fraud.

[11] Once the lawyer has made a request for permission to withdraw, the tribunal may grant or deny the request to withdraw without further inquiry or may seek more information from the lawyer about the reasons for the lawyer's request. If the judge seeks more information, the lawyer must resist disclosure of information protected by RPC 1.6, but only to the extent that the lawyer may do so in compliance with RPC 3.1. If the lawyer cannot make a non-frivolous argument that the information sought by the tribunal is protected by the attorney-client privilege, the lawyer must respond truthfully to the inquiry. If, however, there is a non-frivolous argument that the information sought is privileged, paragraph (h) requires the lawyer to invoke the privilege. Whether to seek an interlocutory appeal from an adverse decision with respect to the claim of privilege is governed by RPCs 1.2 and 3.1.

[12] If a lawyer is required to seek permission from a tribunal to withdraw from the representation of a client in either a civil or criminal proceeding because the client has refused to rectify a perjury or fraud, it is ultimately the responsibility of the tribunal to determine whether the lawyer will be permitted to withdraw from the representation. In a criminal proceeding, however, a decision to permit the lawyer's withdrawal may implicate the constitutional rights of the accused and may even have the effect of precluding further prosecution of the client. Notwithstanding this possibility, the lawyer must seek permission to withdraw, leaving it to the prosecutor to object to the request and to the tribunal to ultimately determine whether withdrawal is permitted. If permission to withdraw is not granted, the lawyer must continue to represent the client, but cannot assist the client in consummating the fraud or perjury by directly or indirectly using the perjured testimony or false evidence during the current or any subsequent stage of the proceeding. A defense lawyer who complies with these rules acts professionally without regard to the effect of the lawyer's compliance on the outcome of the proceeding.

False Documentary or Tangible Evidence



[13] If a lawyer comes to know that tangible items or documents that the lawyer has previously offered into evidence have been altered or falsified, paragraph (g) requires that the lawyer withdraw or disaffirm the evidence, but does not otherwise permit disclosure of information protected by RPC 1.6. Because disaffirmance, like withdrawal, can be accomplished without disclosure of information protected by RPC 1.6, it is required when necessary for the lawyer to avoid assisting a fraud on the tribunal.

Crimes or Frauds by Persons Other than the Client

[14] Paragraph (h) applies if the lawyer comes to know that a person other than the client has engaged in misconduct in connection with the proceeding. Upon learning prior to the completion of the proceeding that such misconduct has occurred, the lawyer is required by paragraph (e) to promptly reveal the offense to the tribunal. The client's interest in protecting the wrongdoer is not sufficiently important as to override the lawyer's duty of candor to the court and to take affirmative steps to prevent the administration of justice from being tainted by perjury, fraud, or other improper conduct.

Misconduct By or Toward Jurors or Members of Jury Pool

[15] Because jury tampering undermines the institutional mechanism that our adversary system of justice uses to determine the truth or falsity of testimony or evidence, paragraph (i) requires a lawyer who learns prior to the completion of the proceeding that there has been misconduct by or directed toward a juror or prospective juror must reveal the misconduct and the identity of the perpetrator to the tribunal, even if so doing requires disclosure of information protected by RPC 1.6. Paragraph (i) does not require that the lawyer seek permission to withdraw from the further representation of the client in the proceeding, but in cases in which the client is implicated in the jury tampering, the lawyer's continued representation of the client may violate RPC 1.7. RPC 1.16(a)(1) would then require the lawyer to seek permission to withdraw from the case.

Crime or Fraud Discovered After Conclusion of Proceeding

[16] In cases in which the lawyer learns of the client's misconduct after the termination of the proceeding in which the misconduct occurred, the lawyer is prohibited from reporting the client's misconduct to the tribunal. Even though the lawyer may have innocently assisted the client to perpetrate the offense, the lawyer should treat this information as the lawyer would treat information with respect to any past crime a client might have committed. The client's offense will be deemed completed as of the conclusion of the proceeding. An offense that occurs at an earlier stage in the proceeding will be deemed an ongoing offense until the final stage of the proceeding is completed. A proceeding has concluded within the meaning of this Rule when a final judgment in the proceeding has been affirmed on appeal or the time for an appeal has passed.

Constitutional Requirements

[17] These Rules apply to defense counsel in criminal cases, as well as in other instances. However, the definition of the lawyer's ethical duty in such a situation may be qualified by constitutional provisions for due process and the right to counsel in criminal cases. The obligation of the advocate under these Rules is subordinate to any such constitutional requirement.

DEFINITIONAL CROSS-REFERENCES "Fraud" and "fraudulent" See RPC 1.0(d) "Knowingly," "known," and "knows" See RPC 1.0(f) "Material" See RPC 1.0(o) "Reasonably believes" See RPC 1.0(i)"Tribunal" See RPC 1.0(m)

FRAUD UPON THE COURT

(BY OFFICERS OF THE COURT)

OFFICIAL OPPRESSION (TCA § 39-16-403), COERCION & RETALIATION (42 USC § 12202 & 12203, TCA § 39-16-507) INTERFERENCE WITH COMMERCE BY EXTORTION (18 USC § 1951 (A)(B)(2)) FRAUDS (18 USC § 1341, 1957), U.S. CONST. AMEND. XIV, 18 USC § 153, 154, 156, 241, 242, 249..



Tenn. R. Sup. Ct. 3.4

Rule 3.4 - Fairness to Opposing Party and Counsel

A lawyer shall not:

(a) unlawfully obstruct another party's access to evidence or unlawfully alter, destroy, or conceal a document or other material having potential evidentiary value. A lawyer shall not counsel or assist another person to do any such act; or

(b) falsify evidence, counsel or assist a witness to offer false or misleading testimony; or

(c) knowingly disobey an obligation under the rules of a tribunal, except for an open refusal based on an assertion that no valid obligation exists; or

(d) in pretrial procedure, make a frivolous discovery request or fail to make a reasonably diligent effort to comply with a legally proper discovery request by an opposing party; or

(e) in trial,

(1) allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence; or

(2) assert personal knowledge of facts in issue except when testifying as a witness; or

(3) state a personal opinion as to the justness of a cause, the credibility of a witness, the culpability of a civil litigant or the guilt or innocence of an accused; or

(f) request a person other than a client to refrain from voluntarily giving relevant information to another party unless:

(1) the person is a relative or an employee or other agent of a client; and

(2) the lawyer reasonably believes that the person's interests will not be adversely affected by refraining from giving such information; or

(g) request or assist any person to take action that will render the person unavailable to appear as a witness by way of deposition or at trial; or

(h) offer an inducement to a witness that is prohibited by law; or pay, offer to pay, or acquiesce in the payment of compensation to a witness contingent on the content of his or her testimony or the outcome of the case. A lawyer may advance, guarantee, or acquiesce in the payment of:

1

This is VIOLATED in almost every single SENTENCE SPOKEN IN COURT by Attorney Virginia Lee Story. All you need to do is CHECK the TRANSCRIPTS, while completely IGNORING the "MERITS" of her CLAIMS. Ms. Story's outrageous CLAIMS are just a STRATEGICALLY FRAUDULENT, baseless assassination of my character - which should have no affect upon her compliance with the RPC or the RULE of LAW, regardless. Hence, it's just a "Dog and Pony SHOW" to DISTRACT anyone seeking the TRUTH! (Remember, this was a DIVORCE, I've NEVER been arrested in my LIFE. In 25-YEARS, I didn't get a single TRAFFIC TICKET!) Instead, simply FOCUS on her LANGUAGE, while FACT CHECKING the LAWS she cites, as well as VERIFING the CONTINUITY between the TWO sets of TRANSCRIPTS, and the subsequent Court Orders. (THEY DON'T MATCH, nor do they MATCH Ms. Story's Original COMPLAINT FOR DIVORCE!) IT IS ALL A FRAUDULENT SCAM, beyond your wildest imagination, which I can DEFINITIVELY PROVE, if ever given the CHANCE!

She shows NO MORE CARE about these RULES OF PROFESSIONAL CONDUCT than she shows for her Oath of Office or operating under ANY RULE OF LAW! (VERIFY for yourself, with both the 8/1/2019 Transcripts of Evidence, and the 8/29/2019 Transcripts of Evidence in R.v4 (495-523), HIDDEN by the CLERKS. (No matter what Elaine Beeler says, she has been a "family friend" of STORY for literally FORTY-YEARS and interfered MULTIPLE TIMES!)

Rule 3.4 - Fairness to Opposing Party and Counsel Tenn. R. Sup. Ct. 3.4

[1] The procedure of the adversary system contemplates that the evidence in a case is to be marshaled competitively by the contending parties. Fair competition in the adversary system is secured by prohibitions against destruction or concealment of evidence, improperly influencing witnesses, obstructive tactics in discovery procedure, and the like.

[2] Documents and other items of evidence are often essential to establish a claim or defense. Subject to evidentiary privileges, the right of an opposing party, including the government, to obtain evidence through discovery or subpoena is an important procedural right. The exercise of that right can be frustrated if relevant material is altered, concealed, or destroyed. Applicable law in many jurisdictions makes it an offense to destroy material for the purpose of impairing its availability in a pending proceeding or one whose commencement can be foreseen. Falsifying evidence is also generally a criminal offense. Paragraph (a) applies to evidentiary material generally, including computerized information. Applicable law may permit a lawyer to take temporary possession of physical evidence of client crimes for the purpose of conducting a limited examination that will not alter or destroy material characteristics of the evidence. In such a case, applicable law may require the lawyer to turn the evidence over to the police or other prosecuting authority, depending on the circumstances.

[3] Although paragraph (f) broadly prohibits lawyers from taking extrajudicial action to impede informal fact-gathering, it does permit the lawyer to request that the lawyer's client, and relatives, employees, or agents of the client, refrain from voluntarily giving information to another party. This principle follows because such relatives and employees will normally identify their interests with those of the client. See also RPC 4.2.

[4] With regard to paragraph (h), it is not improper to pay a witness's expenses or to compensate an expert witness on terms permitted by law. The common law rule in most jurisdictions is that it is improper to pay an occurrence witness any fee for testifying and that it is improper to pay an expert witness a contingent fee.

DEFINITIONAL CROSS-REFERENCES "Knowingly" See RPC 1.0(f) "Material" See RPC 1.0(o) "Reasonable" and "reasonably" See RPC 1.0(h) "Reasonably believes" See RPC 1.0(i) "Tribunal" See RPC 1.0(m)





Tenn. R. Sup. Ct. 3.5

Rule 3.5 - Impartiality and Decorum of The Tribunal

A lawyer shall not:

(a) seek to influence a judge, juror, prospective juror, or other official by means prohibited by law;

(b) communicate ex parte with such a person during the proceeding unless authorized to do so by law or court order;

(c) communicate with a juror or prospective juror after discharge of the jury if:

(1) the communication is prohibited by law or court order;

(2) the juror has made known to the lawyer a desire not to communicate; or

(3) the communication involves misrepresentation, coercion, duress, or harassment;

(d) conduct a vexatious or harassing investigation of a juror or prospective juror; or

(e) engage in conduct intended to disrupt a tribunal.

Tenn. R. Sup. Ct. 3.5

Comment

[1] Many forms of improper influence upon a tribunal are proscribed by criminal law. Others are specified in the Tennessee Code of Judicial Conduct, with which an advocate should be familiar. A lawyer is required to avoid contributing to a violation of such provisions. For example, a lawyer shall not give or lend anything of value to a judge, judicial officer, or employee of a tribunal, except as permitted by RJC 3.13 of the Code of Judicial Conduct. A lawyer, however, may make a contribution to the campaign fund of a candidate for judicial office in conformity with RJC 4.4 of the Code of Judicial Conduct.

[2] During a proceeding a lawyer may not communicate ex parte with persons serving in an official capacity in the proceeding, such as judges, masters or jurors, unless authorized to do so by law or court order. Unless such a communication is otherwise prohibited by law or court order, paragraph (b) of this Rule would not prohibit a lawyer from communicating with a judge on the merits of the cause in writing if the lawyer promptly delivers a copy of the writing to opposing counsel and to parties who are not represented by counsel because that would not be an ex parte communication.

[3] Paragraph (b) also does not prohibit a lawyer from communicating with a judge in an ex parte hearing to establish the absence of a conflict of interest under RPC 1.7(c). In such proceedings, the lawyer is of course bound by the duty of candor in RPC 3.3(a)(3).

[4] A lawyer may on occasion want to communicate with a juror or prospective juror after the jury has been discharged. The lawyer may do so unless the communication is prohibited by law or a court order entered in the case or by a federal court rule, but must respect the desire of the juror not to talk with the lawyer. The lawyer may not engage in improper conduct during the communication. As the Court stated in State v. Thomas. 813 S.W. 2d. 395 (Tenn. 1991): "After the trial, communication by a lawyer with jurors is permitted so long as he [or she] refrains from asking questions or making comments that tend to harass or embarrass the juror or to influence actions of the juror in future cases. Were a lawyer to be prohibited from communicating after trial with a juror, he [or she] could

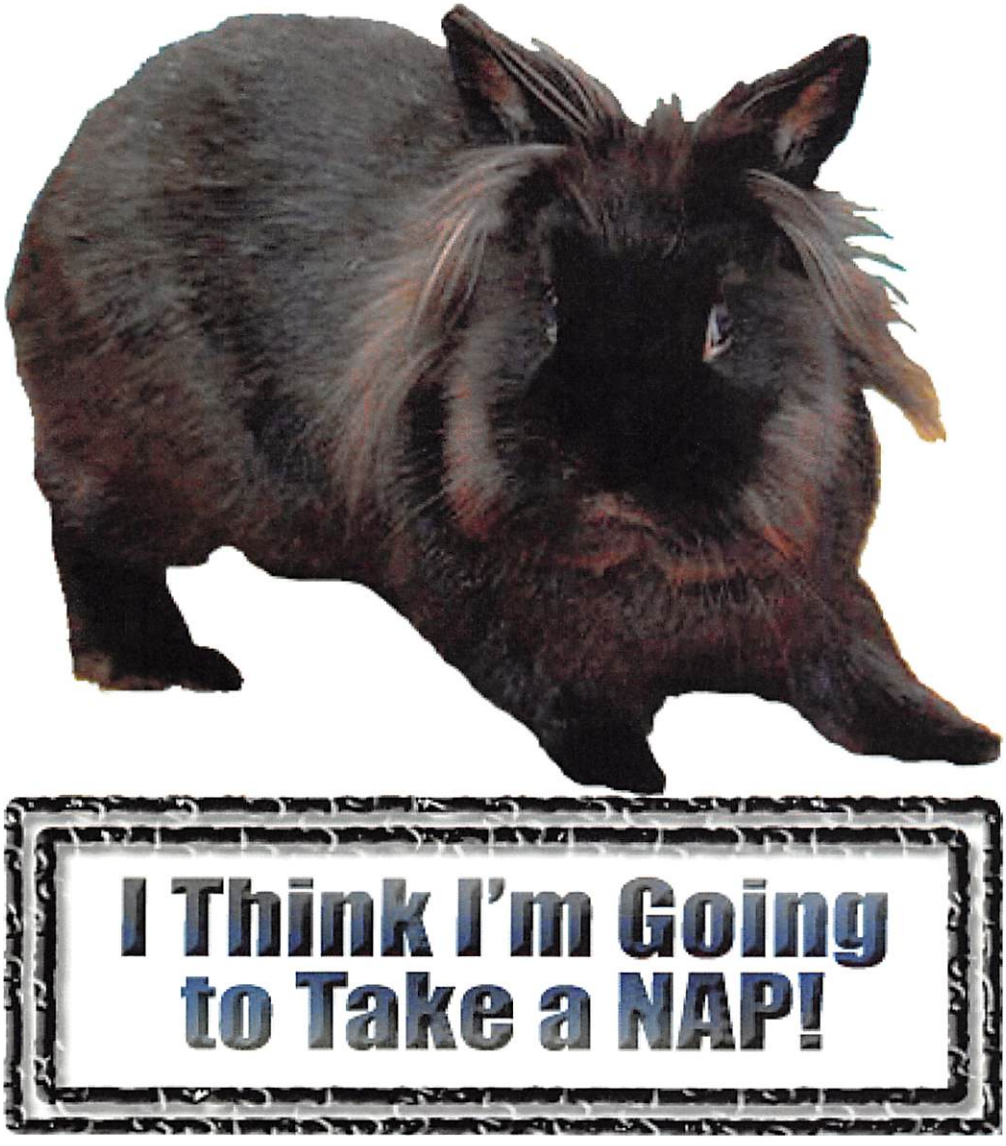
not ascertain if the verdict might be subject to legal challenge, in which event the invalidity of a verdict might go undetected." Id. (quoting Tenn. Sup. Ct. R. 8, EC 7-291). The Court went on to state in Thomas that "Rule 8 therefore allows post-trial interviews by Counsel with jurors on these matters without the prior approval of the trial court." Id. at 396. Although the Court's analysis in Thomas was based on an earlier version of Rule 8 (i.e., the Code of Professional Responsibility), the foregoing principles quoted from Thomas remain valid in the context of RPC 3.5.

[4a] A communication with, or an investigation of, the spouse, child, parent, or sibling of a juror or prospective juror will be deemed a communication with or an investigation of the juror or prospective juror.

[5] The advocate's function is to present evidence and argument so that the cause may be decided according to law. Refraining from abusive or obstreperous conduct is a corollary of the advocate's right to speak on behalf of litigants. A lawyer may stand firm against abuse by a judge, but should avoid reciprocation; the judge's default is no justification for similar dereliction by an advocate. An advocate can present the cause, protect the record for subsequent review, and preserve professional integrity by patient firmness no less effectively than by belligerence or theatrics.

[6] The duty to refrain from disruptive conduct applies to any proceeding of a tribunal, including a deposition. See RPC 1.0(m).

DEFINITIONAL CROSS-REFERENCES "Known" See RPC 1.0(f) "Tribunal" See RPC 1.0(m)





Tenn. R. Sup. Ct. 4.1

Rule 4.1 - Truthfulness in Statements to Others

(a) In the course of representing a client, a lawyer shall not knowingly make a false statement of material fact or law to a third person.

(b) If, in the course of representing a client in a nonadjudicative matter, a lawyer knows that the client intends to perpetrate a crime or fraud, the lawyer shall promptly advise the client to refrain from doing so and shall discuss with the client the consequences of the client's conduct. If after such discussion, the lawyer knows that the client still intends to engage in the wrongful conduct, the lawyer shall:

(1) withdraw from the representation of the client in the matter; and

(2) give notice of the withdrawal to any person who the lawyer knows is aware of the lawyer's representation of the client in the matter and whose financial or property interests are likely to be injured by the client's criminal or fraudulent conduct. The lawyer shall also give notice to any such person of the lawyer's disaffirmance of any written statements, opinions, or other material prepared by the lawyer on behalf of the client and which the lawyer reasonably believes may be used by the client in furtherance of the crime or fraud.

(c) If a lawyer who is representing or has represented a client in a nonadjudicative matter comes to know, prior to the conclusion of the matter, that the client has, during the course of the lawyer's representation of the client, perpetrated a crime or fraud, the lawyer shall promptly advise the client to rectify the crime or fraud and discuss with the client the consequences of the client's failure to do so. If the client refuses or is unable to rectify the crime or fraud, the lawyer shall:

(1) if currently representing the client in the matter, withdraw from the representation and give notice of the withdrawal to any person whom the lawyer knows is aware of the lawyer's representation of the client in the matter and whose financial or property interests are likely to be injured by the client's criminal or fraudulent conduct; and

(2) give notice to any such person of the lawyer's disaffirmance of any written statements, opinions, or other material prepared by the lawyer on behalf of the client and that the lawyer reasonably believes may be used by the client in furtherance of the crime or fraud.

Tenn. R. Sup. Ct. 4.1

Comment

Misrepresentation

[1] A lawyer is required to be truthful when dealing with others on a client's behalf, but generally has no affirmative duty to inform an opposing party of relevant facts or law. A misrepresentation can occur if the lawyer incorporates or affirms a statement of another person that the lawyer knows is false. Misrepresentations can also occur by



partially true but misleading statements or omissions that are the equivalent of affirmative false statements. For dishonest conduct that does not amount to a false statement or for misrepresentations by a lawyer other than in the course of representing a client, see RPC 8.4.

Statements of Fact

[2] This Rule refers to statements of fact. Whether a particular statement should be regarded as one of fact can depend on the circumstances. Under generally accepted conventions in negotiation, certain types of statements ordinarily are not taken as statements of material fact. Estimates of price or value placed on the subject of a transaction and a party's intentions as to an acceptable settlement of a claim are ordinarily in this category, as is the existence of an undisclosed principal except where nondisclosure of the principal would constitute fraud. Lawyers should be mindful of their obligations under applicable law to avoid criminal and tortious misrepresentation.

Crime or Fraud by Client

[3] Paragraphs (b) and (c) provide guidance for lawyers who discover that a client intends to or is engaging in criminal or fraudulent conduct, and in some cases may even have used the lawyer's services to assist them commit the crime or fraud. To avoid assisting the client with the crime or fraud, the lawyer must advise the client to refrain from or to rectify the consequences of the criminal or fraudulent act. If the client refuses or is unable to do so, the lawyer must withdraw from the representation of the client in the matter. Additionally, this Rule mandates limited disclosures - notice of withdrawal or disaffirmance of written work product - in circumstances in which such disclosure is necessary for the lawyer to prevent the client from using the lawyer's services in furtherance of the crime or fraud. To this limited extent, then, this Rule overrides the lawyer's duties in RPCs 1.6, 1.8(b), and 1.9(c) prohibiting disclosure or use to the disadvantage of the client of information relating to the representation. Other than the disclosure mandated by this Rule, however, the lawyer must not reveal information relating to the representation unless permitted to do so by RPC 1.6.

[4] If a lawyer learns that a client intends to commit a crime or fraud under circumstances in which the lawyer will not assist the offense by remaining silent, paragraph (b) requires remonstration with the client against the crime or fraud and requires withdrawal if the client does not desist from the course of conduct in question. Although the lawyer is not required to reveal the client's intended or ongoing fraud, the lawyer is required to communicate the fact that he or she has withdrawn from the representation of the client to any person who the lawyer reasonably believes knows of the lawyer's involvement in the matter and whose financial or property interests are likely to be damaged by the client's intended or ongoing misconduct. This communication is necessary to fully distance the lawyer from the client's misconduct. If the client's intended conduct is a crime, full disclosure of the crime is permitted by RPC 1.6(b), but such disclosure is not required by paragraph (b) of this Rule.

[5] In some cases, a lawyer will learn about a client's crime or fraud after he or she has innocently prepared and submitted statements, opinions, or other materials to third parties who will be adversely affected if the client persists with his or her misconduct. If the lawyer was misled by the client, some of these statements, opinions or materials may be false or misleading. Even though accurate, they may be necessary for the accomplishment of the client's crime or fraud. This presents the lawyer with a dilemma. Without the consent of the client, the lawyer may not correct the statements, opinions, or materials. That would violate the prohibition against revealing information related to the representation of the client. Yet to do nothing would allow the client to use the lawyer's work in the client's ongoing effort to consummate the fraud. To resolve this dilemma, paragraphs (b) and (c) do not require disclosure of the crime or fraud but only require that the lawyer effectively disengage from the crime or fraud by giving notice to affected persons of the lawyer's disaffirmance of the lawyer's work product that the lawyer reasonably believes may be used by the client in furtherance of the crime or fraud. See RPC 1.6(b)(1) and (2) for the

circumstances in which the lawyer is permitted to reveal information for the purposes of preventing the client's crime or fraud, and RPC 1.6(b)(3) for the circumstances in which a lawyer may reveal a client's crime or fraud for the purpose of preventing, rectifying or mitigating its consequences. See RPC 1.6(c)(1) for the circumstances in which the lawyer is required to reveal information for the purpose of preventing reasonably certain death or substantial bodily harm.

[6] This Rule does not apply if the lawyer learns of the client's crime or fraud after the lawyer's representation in the matter is concluded. In such circumstances, the lawyer must comply with RPCs 1.6, 1.8(b), and 1.9(c) and may not make any disclosures concerning the client's crime or fraud, unless permitted or required to do so by those Rules. See, e.g., RPC 1.6(b)(3) (permitting disclosure to prevent, mitigate or rectify substantial injury to the financial interests or property of another that is reasonably certain to result or has resulted from the client's commission of a crime or fraud in furtherance of which the client has used the lawyer's services); RPC 1.6(b)(4) (permitting disclosures to secure legal advice about compliance with these Rules); RPC 1.6(b)(5) (permitting disclosures to establish a defense to an allegation of misconduct); and RPC 1.6(c)(1) (requiring disclosure to prevent reasonably certain death or substantial bodily harm.

DEFINITIONAL CROSS-REFERENCES "Fraud" and fraudulent" See RPC 1.0(d) "Knowingly" and "knows" See RPC 1.0(f) "Material" See RPC 1.0(o) "Reasonably believes" See RPC 1.0(i)





Tenn. R. Sup. Ct. 8.3

Rule 8.3 - REPORTING PROFESSIONAL MISCONDUCT

(a) A lawyer who knows that another lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question as to that lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects, shall inform the Disciplinary Counsel of the Board of Professional Responsibility.

(b) A lawyer who knows that a judge has committed a violation of applicable rules of judicial conduct that raises a substantial question as to the judge's fitness for office shall inform the Disciplinary Counsel of the Board of Judicial Conduct.

(c) This Rule does not require disclosure of information otherwise protected by RPC 1.6 or information gained by a lawyer or judge while serving as a member of a lawyer assistance program approved by the Supreme Court of Tennessee or by the Board of Professional Responsibility.

Tenn. R. Sup. Ct. 8.3

Comment

[1] Self-regulation of the legal profession requires that members of the profession initiate disciplinary investigation when they know of a violation of the Rules of Professional Conduct. Lawyers have a similar obligation with respect to judicial misconduct. An apparently isolated violation may indicate a pattern of misconduct that only a disciplinary investigation can uncover. Reporting a violation is especially important where the victim is unlikely to discover the offense.

[2] A report about misconduct is not required where it would involve violation of RPC 1.6. However, a lawyer should encourage a client to consent to disclosure where prosecution would not substantially prejudice the client's interests.

[3] If a lawyer were obliged to report every violation of the Rules, the failure to report any violation would itself be a professional offense. Such a requirement existed in many jurisdictions but proved to be unenforceable. This Rule limits the reporting obligation to those offenses that a self-regulating profession must vigorously endeavor to prevent. A measure of judgment is, therefore, required in complying with the provisions of this Rule. The term "substantial" refers to the seriousness of the possible offense and not the quantum of evidence of which the lawyer is aware. Similar considerations apply to the reporting of judicial misconduct.

[4] The duty to report professional misconduct does not apply to a lawyer retained to represent a lawyer whose professional conduct is in question. Such a situation is governed by the Rules applicable to the client-lawyer relationship.

[5] Information about a lawyer's or judge's misconduct or fitness may be received by a lawyer or judge in the course of that lawyer's or judge's participation in an approved lawyers or judges assistance program. In that circumstance, providing for an exception to the reporting requirements of paragraphs (a) and (b) of this Rule encourages lawyers and judges to seek treatment through such a program. Conversely, without such an exception, lawyers and judges may hesitate to seek assistance from these programs, which may then result in additional harm to their professional careers and additional injury to the welfare of clients and the public. The extent to which information received by a



Tenn. R. Sup. Ct. 8.4

Rule 8.4 - MISCONDUCT

It is professional misconduct for a lawyer to:

(a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;
(b) commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects;
(c) engage in conduct involving dishonesty, fraud, deceit, or misrepresentation;
(d) engage in conduct that is prejudicial to the administration of justice;
(e) state or imply an ability to influence a tribunal or a governmental agency or official on grounds unrelated to the merits of, or the procedures governing, the matter under consideration;
(f) knowingly assist a judge or judicial officer in conduct that is a violation of applicable rules of judicial conduct or other law; or
(g) knowingly fail to comply with a final court order entered in a proceeding in which the lawyer is a party, unless the lawyer is unable to comply with the order or is seeking in good faith to determine the validity, scope, meaning, or application of the law upon which the order is based.

Tenn. R. Sup. Ct. 8.4

Comment

[1] Lawyers are subject to discipline when they violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another, as when they request or instruct an agent to do so on the lawyer's behalf. Paragraph (a), however, does not prohibit a lawyer from advising a client concerning action the client is legally entitled to take.

[2] Many kinds of illegal conduct reflect adversely on fitness to practice law, such as offenses involving fraud and the offense of willful failure to file an income tax return. However, some kinds of offenses carry no such implication. Traditionally, the distinction was drawn in terms of offenses involving "moral turpitude." That concept can be construed to include offenses concerning some matters of personal morality, such as adultery and comparable offenses, that have no specific connection to fitness for the practice of law. Although a lawyer is personally answerable to the entire criminal law, a lawyer should be professionally answerable only for offenses that indicate lack of those characteristics relevant to law practice. Offenses involving violence, dishonesty, breach of trust, or serious interference with the administration of justice are in that category. Although under certain circumstances a single offense reflecting adversely on a lawyer's fitness to practice - such as a minor assault - may not be sufficiently serious to warrant discipline, a pattern of repeated offenses, even ones that are of minor significance when considered separately, can indicate indifference to legal obligation.

[3] A lawyer who, in the course of representing a client, knowingly manifests, by words or conduct, bias or prejudice based on race, sex, religion, national origin, disability, age, sexual orientation, or socio-economic status violates paragraph (d) when such actions are prejudicial to the administration of justice. Legitimate advocacy respecting the foregoing factors does not violate paragraph (d).

Tenn. R. Sup. Ct. 45

Rule 45 - Americans with Disabilities Act

The administrative director of the courts is authorized to establish any policies and procedures that may be necessary to assist courts with compliance with the Americans with Disabilities Act, 42 U.S.C. 12131 et. seq. The Supreme Court shall approve any such policies and procedures prior to implementation. Participants in the judicial system shall comply with any policies and procedures that may be implemented. This rule shall apply to all courts in this state, including without limitation, municipal courts, general sessions courts, juvenile courts, circuit courts, chancery courts, criminal courts, and the respective appellate courts.

Tenn. R. Sup. Ct. 45

Commentary:

Policies and procedures that are implemented pursuant to this rule will be available by contacting the administrative office of the courts or accessing the website at www.tncourts.gov.

