

UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MICHIGAN

**FILED - LN**

January 19, 2024 4:49 PM  
CLERK OF COURT  
U.S. DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
BY: jlg / \_\_\_\_\_ SCANNED BY: *Hy 1/20/24*

**JEFFREY RYAN FENTON,**

PLAINTIFF

v.

**VIRGINIA LEE STORY ET AL.,**

DEFENDANTS

**CASE NO. 1:23-cv-1097**

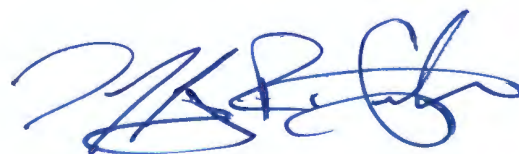
**TENNESSEE COURT MOTIONS IN CHRONOLOGICAL ORDER**

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

I, Jeffrey Ryan Fenton, testify as follows:

1. This federal lawsuit (Case No. 1:23-cv-1097) seeks a cure for two fraudulent predatory actions in Middle Tennessee during 2019 (four substantially fraudulent and vexatious legal attacks intertwined), allegedly on behalf of my wife (at that time), “Fawn Tiffany Fenton”. (Hereinafter “Ms. Fenton”, “wife”, or “ex-wife”.)

2. The genesis of this complaint came colored as a domestic divorce action (with no children), executed in the Williamson County Chancery Court in the State of Tennessee. Bundled along with a completely unnecessary, strategically engineered, precisely timed, fraudulent federal bankruptcy filing, by my ex-wife, to cheat me out of my property interests, while alleviating my former ex-wife from paying the significant “transitional alimony” as we had repeatedly agreed upon.



**1**

**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!



# STATEMENT OF CLAIM

Sign in

Edit Save Share More



4 bd 3 ba 2,640 sqft

1986 Sunny Side Dr, Brentwood, TN 37027

● Off market Zestimate®: **\$884,500** Rent Zestimate®: **\$3,999**

Est. refi payment: \$5,237/mo Refinance your loan

Home value Owner tools Home details Neighborhood details

## Home value



Zestimate

**\$884,500**



Zestimate range

**\$814,000 - \$973,000**



Last 30-day change

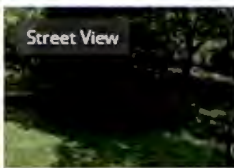
**+ \$16,116 (+1.9%)**



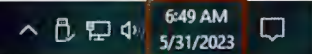
Zestimate per sqft

**\$335**

Zestimate history & details



Street View



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.





**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 <b>15X13 / Formal</b>	Rec <b>25X33 / Over Garage</b>	Bed 1 <b>15X13 / Full Bath</b>
Din <b>13X12 / Formal</b>	Hobby /	Bed 2 <b>12X11 /</b>
Kit <b>15X12 / Eat-In</b>	Other /	Bed 3 <b>13X13 /</b>
Den <b>19X13 / Fireplace</b>	Other /	Bed 4 <b>12X11 /</b>

	<u>Bedrooms</u>	<u>Full Baths</u>	<u>Half Baths</u>	<u>Finished Square Feet (est)</u>	Est. SqFt. Source
Main	<b>4</b>	<b>2</b>	<b>1</b>	Main <b>2579</b>	<b>Tax Record</b>
Other	<b>0</b>	<b>0</b>	<b>0</b>	Second	
				Third	
Total	<b>4</b>	<b>2</b>	<b>1</b>	Basement	<b>Total 2579</b>

**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**

<b>Appliances</b>	<b>Interior Features</b>	<b>Exterior Features</b>	<b>Miscellaneous</b>
Range <b>Cooktop / Electric</b>	Firepl <b>1</b>	Fence	Handicap
Oven <b>Double Oven / Electric</b>	Drapes	Patio/Deck <b>Deck</b>	Energy <b>Storm Doors / Storm Windows /</b>
	Master Bath <b>Sep. Shower/Tub / Ceramic</b>	Pool	Green Cert
Other <b>Dishwasher</b>	Other <b>Ceiling Fan / Extra Closets / Utility Connection /</b>	Other <b>Garage Door Opener</b>	Other <b>Cable TV</b>

**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 <b>Jeff Fenton</b>	Co-Sales Agent	Days On Mkt <b>205</b>
Sales Office <b>Benchmark Realty, LLC</b>	Co-Sales Office	Presale <b>No</b>
Seller Participation <b>4000</b>	Closing Date <b>4/29/2011</b>	Orig. List Price <b>\$360,000</b>
Terms <b>Conventional</b>	Pending Date <b>4/20/2011</b>	Sales Price <b>\$350,000</b>

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**

**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 Sunnyside Drive, Brentwood | Tenancy by the Entirety?

And wife

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**From:** Jeff Fenton  
**Sent:** Wednesday, September 24, 2014 3:41 PM  
**To:** Kim Hollingshead  
**Cc:** Fawn Fenton  
**Subject:** RE: Fenton Purchase | 1986 Sunnyside 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 Sunnyside Drive, Brentwood | Tenancy by the Entirety?

Jeff, please see attached. Title is currently vested as Tenancy by the Entirety.

*Kimberly H. Hollingshead, Esq.*  
President  
Touchstone Title & Escrow, LLC  
318 Seaboard Lane, Suite 114  
Franklin, TN 37067

Office: (615) 837-1300  
Email: [Kim@TouchstoneTitleTN.com](mailto:Kim@TouchstoneTitleTN.com)  
Website: [www.TouchstoneTitleTN.com](http://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 have 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](mailto:kim@touchstonetitletn.com)), and delete this message and all copies and backups thereof. Thank you.

---

**From:** Jeff Fenton  
**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://itlehmanlaw.com/lawyer/Nashville-TN\\_fq314.htm](http://itlehmanlaw.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!**




### 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 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.

 <p style="text-align: center;"><b>WARRANTY DEED</b></p>	STATE OF TENNESSEE COUNTY OF WILLIAMSON THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS <b>\$350,000.00</b>
	<p style="text-align: center;"><i>[Signature]</i> Affiant</p> <p>Subscribed and sworn to before me, this 29th day of April, 2011.</p> <p style="text-align: center;"><i>[Signature]</i> Notary Public</p> <p>MY COMMISSION EXPIRES: (AFFIX SEAL)</p>

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 ■ 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 ■ 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.

*[Signature]*  
 Mangel Jerome Terrell

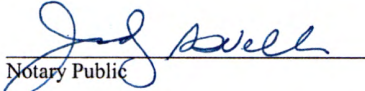
*[Signature]*  
 Colette Keyser



**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 bargainer(s), and that they executed the foregoing instrument of their own free will for the purposes therein set forth.

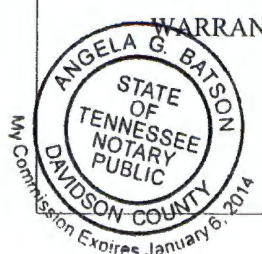
Witness my hand and official seal at office at Brentwood, Tennessee, on this the 29th day of April, 2011.

  
Notary Public

My Commission Expires: 9/3/2012



This document was e-recorded in Book 5313,  
Page 452, Williamson Co. ROD on 5/12/11.

 <p>WARRANTY DEED</p>	STATE OF TENNESSEE COUNTY OF WILLIAMSON THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS <b>\$350,000.00</b>
	Affiant: <i>[Signature]</i> Subscribed and sworn to before me, this 29th day of April, 2011. Notary Public: <i>Angela G. Batson</i> MY COMMISSION EXPIRES: (AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY:  
 Southland Title & Escrow Co., Inc.  
 7101 Executive Center Drive, Suite 151  
 Brentwood, TN 37027

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(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 ■ 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:

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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.

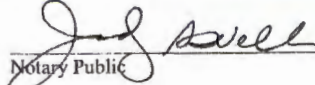
*Mangel Jerome Terrell*  
 Mangel Jerome Terrell

*Colette Keyser*  
 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 bargainer(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





Book 5313 Page 454

BK/PG: 5313/452-454  
11015616

Certificate of Authenticity

3 FEB : DEED	
EXHIBIT OWENS 214724 - 11015616	
05/12/2011 - 02:16 PM	
VALUE	350000.00
MORTGAGE TAX	0.00
TRANSFER TAX	1225.00
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	

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.

[Handwritten Signature]

Signature

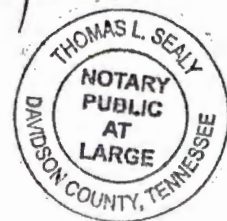
State of Tennessee  
County of Williamson

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.

[Handwritten Signature]

Notary's Signature

My Commission Expires: 1/9/12





**Williamson County  
Property Tax Notice**  
Karen Paris . Williamson County Trustee  
1320 W Main St. Franklin TN 37064  
615-790-5709

2019

DIST	MAP	GP	C-MAP	PARCEL	SP-INT	CO	CI
07	013J	A	013J	03500	000	094	000

Tax Receipt #	Total Due
0028996	\$0.00
Taxes are due by 02/28/2020	
Property Address	
Sunnyside Dr 1986	

OR CURRENT RESIDENT

INDICATE ADDRESS CHANGE ON REVERSE SIDE

Fenton Jeffrey R Fenton Fawn  
1986 Sunnyside Dr

**Karen Paris, TRUSTEE**  
1320 W Main St. Suite 203  
FRANKLIN TN 37064

Brentwood, TN 370270000

**Williamson County Property Tax Notice**

2019

Karen Paris Williamson County Trustee 1320 W Main St. Suite. Franklin TN 37064 615-790-5709

DIST	MAP	GP	C-MAP	PARCEL	SP-INT	CO	CI
07	013J	A	013J	03500	000	094	000

Tax Receipt #	Total Due	
0028996	\$0.00	
Property Address		
Sunnyside Dr 1986		
Classification		
Real Property		
Subdivision		
Sunnyside Est Sec 3		
Lot	Acres	EQ Factor
0029	0.00	0.0000
Additional Description		
Appraised value	\$386,900	
Assessment	25%	
Assessed value	\$96,725	
Interest	\$0.00	
County taxes	\$2,147.00	
9th FSSD taxes	\$0.00	
City taxes	\$0.00	
Total due	\$0.00	

Please return the top portion with your payment in the enclosed reply envelope.

To pay your property taxes make checks payable to :  
**WILLIAMSON COUNTY TRUSTEE**  
(Your cancelled check serves as your receipt)

**Your payment options are:**

- At our office: 1320 W. Main St. Suite 203; Franklin, TN
- At participating local banks
- On-line with credit card or electronic check\* at our website  
[www.WilliamsonPropertyTax.com](http://www.WilliamsonPropertyTax.com)

\*The vendor charges the following processing fees: \$2.00 per transaction for e-check payments, and a 2.5% plus \$0.30 per transaction for credit/debit card payments.

Scan to pay!



To avoid interest, taxes must be paid by February 28, 2020.

Beginning March 1, 2020 interest will be added to delinquent taxes at the rate of 1.5% per month.

Williamson County Trustee 1320 W Main St Suite 203 Franklin, TN 37064 (615) 790-5709	Office Hours: Monday thru Friday 8:00 am- 4:30 pm
---	---



**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".

**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 HOBBS' 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.



2

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

Debtor 1 **Fawn** **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?
<b>\$425,000.00</b>	<b>\$425,000.00</b>

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**

**WE OWNED OUR PROPERTY as ONE INDIVIDUAL (MARRIED ENTITY)!**

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**

**FALSE!!!**

This is the only page I've seen that is MOSTLY correct, except for this "Fraud On the Court, by Officer(s) of the Court" claim that I had NO financial investment or interest in our Marital Residence, when I contributed far more to it, at purchase and through improvements, than Ms. Fenton ever did! That is Bankruptcy FRAUD by Attorney Ausbrooks!

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*.

**Fill in this information to identify your case:**

Debtor 1 **Fawn** **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 <i>Schedule A/B</i> that lists this property	Current value of the portion you own <small>Copy the value from <i>Schedule A/B</i></small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
<b>2017 Toyota Prius 23,000 miles</b> VIN: [REDACTED] <small>Line from <i>Schedule A/B</i>: 3.1</small>	<u>\$16,375.00</u>	<input checked="" type="checkbox"/> \$3,775.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
<b>AR15, FN-FAL, Glock 23, Rugger SP101</b> <small>Line from <i>Schedule A/B</i>: 10.1</small>	<u>\$2,700.00</u>	<input checked="" type="checkbox"/> \$2,700.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
<b>Clothing/Shoes/Purse</b> <small>Line from <i>Schedule A/B</i>: 11.1</small>	<u>\$500.00</u>	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-104
<b>Cash</b> <small>Line from <i>Schedule A/B</i>: 16.1</small>	<u>\$50.00</u>	<input checked="" type="checkbox"/> \$50.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
<b>Checking: First Farmers &amp; Merchants</b> <small>Line from <i>Schedule A/B</i>: 17.1</small>	<u>\$2,000.00</u>	<input checked="" type="checkbox"/> \$2,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103



Debtor 1 <b>Fawn ██████ Fenton</b>		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 <small>Copy the value from Schedule A/B</small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
<b>Savings: First Farmers &amp; Merchants</b> Line from Schedule A/B: 17.3	<b>\$800.00</b>	<input checked="" type="checkbox"/> <b>\$800.00</b> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>Tenn. Code Ann. § 26-2-103</b>
<b>Savings: Ascend Federal CU</b> Line from Schedule A/B: 17.4	<b>\$150.00</b>	<input checked="" type="checkbox"/> <b>\$150.00</b> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>Tenn. Code Ann. § 26-2-103</b>
<b>Federal: 2017 Tax Refund</b> Line from Schedule A/B: 28.1	<b>\$1,533.50</b>	<input checked="" type="checkbox"/> <b>\$525.00</b> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>Tenn. Code Ann. § 26-2-103</b>

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

Fill in this information to identify your case:

Debtor 1 **Fawn** **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**

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
\$53,967.42	\$425,000.00	\$0.00

**2.1 BanCorp South**  
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

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 L**

Attorney Ausbrooks failed to list me here as having any FINANCIAL investment and interest in OUR EQUALLY Deeded Marital Property. Although the loans were in Ms. Fenton's name, since our previous residence was still financed in my name (making the income to debt ratios easier, to qualify for more favorable interest rates), every dollar, asset, and debt we had, while we were married, we owned a joint and equal interest in! There was NO differentiation between his/hers money, property, or debt obligations. While I was also required to sign as a BORROWER at closing for both of these loans/mortgages, to subject my interest in the property to the repayment of these notes. This is clearly "Fraud On the Court by Officer(s) of the Court!" by Ausbrooks.

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 \_\_\_\_\_ Last 4 digits of account number \_\_\_\_\_

**2.2 Bank of America, NA**  
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

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**

Furthermore, Ms. Ausbrooks "erroneously" lists the information about me existing, in the PROPERTY ADDRESS BOX, while failing to check the boxes to indicate that I have any financial responsibility for these loans, that I have any financial investment or interest in this property, or that my financial interest is subject to these mortgages and notes being paid as promised. While I was provided absolutely NO NOTICE that my ex-wife was secretly filing for bankruptcy, or that she had specifically REQUESTED to unnecessarily forfeit OUR Marital Residence, and that the whole of ALL my investments in life, were being defaulted on and about to be LOST!

Date debt was incurred \_\_\_\_\_ Last 4 digits of account number \_\_\_\_\_

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

page 1 of 2

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Best Case Bankruptcy

Debtor 1 **Fawn** **Fenton** Case number (if known) \_\_\_\_\_  
First Name Middle Name Last Name

**2.3 Toyota Motor Credit Co.** Describe the property that secures the claim: **\$12,600.00** **\$16,375.00** **\$0.00**

Creditor's Name  
**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]**

**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**

- 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:  
 If this is the last page of your form, add the dollar value totals from all pages.  
 Write that number here:

<b>\$306,750.19</b>
<b>\$306,750.19</b>

**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.



**Fill in this information to identify your case:**

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

**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

Debtor 1 **Fawn ██████ Fenton**

Case number (if known)

**4.1 American Express** Last 4 digits of account number                      **\$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

**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** Last 4 digits of account number                      **\$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

**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** Last 4 digits of account number                      **\$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

**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**



Debtor 1 **Fawn ██████ Fenton**

Case number (if known) \_\_\_\_\_

**4.4 Capital One Bank USA NA** Last 4 digits of account number \_\_\_\_\_ **\$9,818.83**  
 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  
**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** Last 4 digits of account number \_\_\_\_\_ **\$0.00**  
 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  
**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.

		<b>Total Claim</b>	
	<b>6a. Domestic support obligations</b>	<b>6a.</b>	<b>\$ 0.00</b>
<b>Total</b>			



Debtor 1 **Fawn ██████ Fenton**

Case number (if known) \_\_\_\_\_

claims  
from Part 1

- 6b. Taxes and certain other debts you owe the government
- 6c. Claims for death or personal injury while you were intoxicated
- 6d. Other. Add all other priority unsecured claims. Write that amount here.
  
- 6e. Total Priority. Add lines 6a through 6d.

6b. \$ 0.00  
 6c. \$ 0.00  
 6d. \$ 0.00

6e. \$ 0.00

Total  
claims  
from Part 2

- 6f. Student loans
  
- 6g. Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- 6h. Debts to pension or profit-sharing plans, and other similar debts
- 6i. Other. Add all other nonpriority unsecured claims. Write that amount here.
  
- 6j. Total Nonpriority. Add lines 6f through 6i.

6f. \$ 0.00

Total Claim

6g. \$ 0.00  
 6h. \$ 0.00  
 6i. \$ 48,941.30

6j. \$ 48,941.30

Fill in this information to identify your case:

Debtor 1 **Fawn** **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).

- 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).
- 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**

Fill in this information to identify your case:

Debtor 1 **Fawn** **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 \_\_\_\_\_



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

		Debtor 1	Debtor 2 or non-filing spouse
1. Fill in your employment information.	Employment status	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Not employed	<input type="checkbox"/> Employed <input type="checkbox"/> Not employed
	Occupation	<u>Architect</u>	
If you have more than one job, attach a separate page with information about additional employers.	Employer's name	<u>[REDACTED] Associates, Architects, Inc.</u>	
	Employer's address	<u>3322 West End Ave. Suite 103 Nashville, TN 37203</u>	
Include part-time, seasonal, or self-employed work.	How long employed there?	<u>August 2006</u>	
Occupation may include student or homemaker, if it applies.			

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.	\$ <u>7,500.00</u>	\$ <u>N/A</u>
3. Estimate and list monthly overtime pay.	+\$ <u>0.00</u>	+\$ <u>N/A</u>
4. Calculate gross income. Add line 2 + line 3.	\$ <u>7,500.00</u>	\$ <u>N/A</u>

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) \_\_\_\_\_

	For Debtor 1	For Debtor 2 or non-filing spouse	
<b>Copy line 4 here</b>	\$ <b>7,500.00</b>	\$ <b>N/A</b>	4.
<b>5. List all payroll deductions:</b>			
5a. <b>Tax, Medicare, and Social Security deductions</b>	\$ <b>1,654.96</b>	\$ <b>N/A</b>	5a.
5b. <b>Mandatory contributions for retirement plans</b>	\$ <b>0.00</b>	\$ <b>N/A</b>	5b.
5c. <b>Voluntary contributions for retirement plans</b>	\$ <b>0.00</b>	\$ <b>N/A</b>	5c.
5d. <b>Required repayments of retirement fund loans</b>	\$ <b>0.00</b>	\$ <b>N/A</b>	5d.
5e. <b>Insurance</b>	\$ <b>0.00</b>	\$ <b>N/A</b>	5e.
5f. <b>Domestic support obligations</b>	\$ <b>0.00</b>	\$ <b>N/A</b>	5f.
5g. <b>Union dues</b>	\$ <b>0.00</b>	\$ <b>N/A</b>	5g.
5h. <b>Other deductions.</b> Specify: _____	\$ <b>0.00</b>	\$ <b>N/A</b>	5h.+
<b>6. Add the payroll deductions.</b> Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	\$ <b>1,654.96</b>	\$ <b>N/A</b>	6.
<b>7. Calculate total monthly take-home pay.</b> Subtract line 6 from line 4.	\$ <b>5,845.04</b>	\$ <b>N/A</b>	7.
<b>8. List all other income regularly received:</b>			
8a. <b>Net income from rental property and from operating a business, profession, or farm</b> Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	\$ <b>0.00</b>	\$ <b>N/A</b>	8a.
8b. <b>Interest and dividends</b>	\$ <b>0.00</b>	\$ <b>N/A</b>	8b.
8c. <b>Family support payments that you, a non-filing spouse, or a dependent regularly receive</b> Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	\$ <b>0.00</b>	\$ <b>N/A</b>	8c.
8d. <b>Unemployment compensation</b>	\$ <b>0.00</b>	\$ <b>N/A</b>	8d.
8e. <b>Social Security</b>	\$ <b>0.00</b>	\$ <b>N/A</b>	8e.
8f. <b>Other government assistance that you regularly receive</b> 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: _____	\$ <b>0.00</b>	\$ <b>N/A</b>	8f.
8g. <b>Pension or retirement income</b>	\$ <b>0.00</b>	\$ <b>N/A</b>	8g.
8h. <b>Other monthly income.</b> Specify: _____	\$ <b>0.00</b>	\$ <b>N/A</b>	8h.+
<b>9. Add all other income.</b> Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	\$ <b>0.00</b>	\$ <b>N/A</b>	9.
<b>10. Calculate monthly income.</b> Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	\$ <b>5,845.04</b>	\$ <b>N/A</b>	10.
<b>11. State all other regular contributions to the expenses that you list in Schedule J.</b> 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: _____		\$ <b>0.00</b>	11.
<b>12. Add the amount in the last column of line 10 to the amount in line 11.</b> The result is the combined monthly income. Write that amount on the <i>Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data</i> , if it applies		\$ <b>5,845.04</b>	12.
		<b>Combined monthly income</b>	
<b>13. Do you expect an increase or decrease within the year after you file this form?</b>			
<input checked="" type="checkbox"/> No.			
<input type="checkbox"/> Yes. Explain: <b>They knew a year in advance, when Ken Adkisson planned to retire, within only a few months.</b>			

**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.....

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

Do not state the dependents names.

- 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 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.**


3

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

 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


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



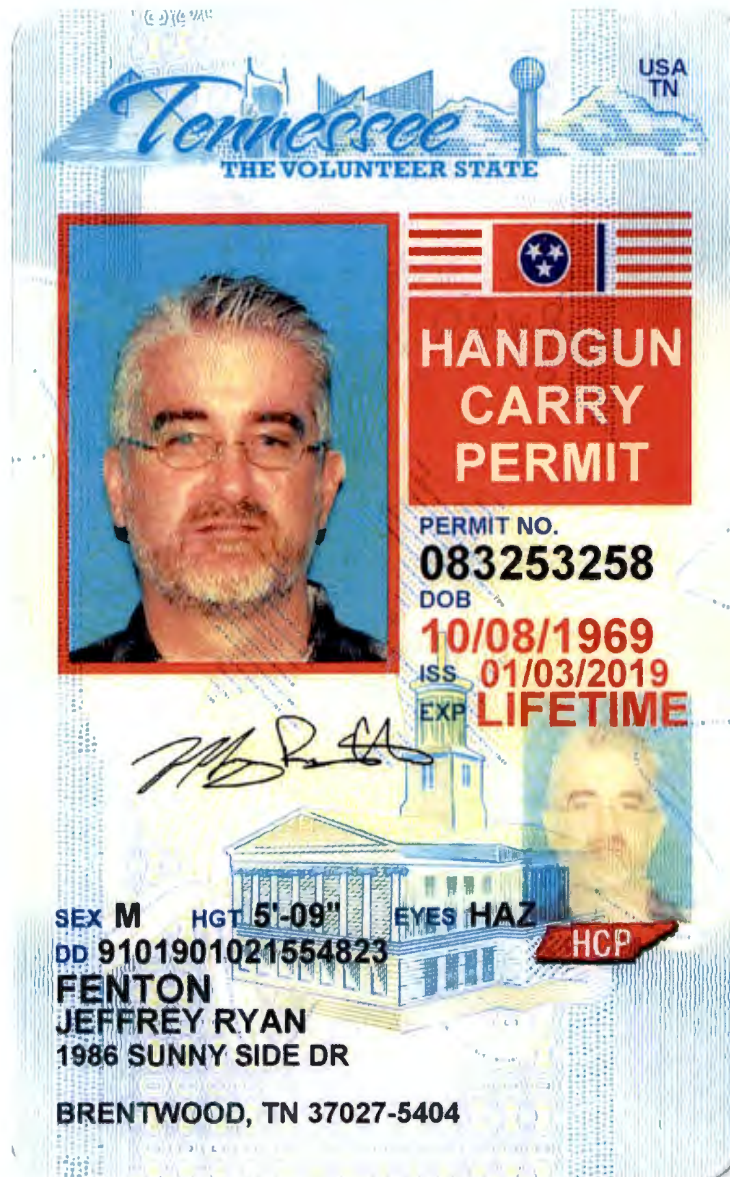
4

**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 3<sup>RD</sup>, 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.

Page 2 of 13

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).



## **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-R11-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.





- 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)*

---

- 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!**

Page 11 of 13

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 5<sup>th</sup> 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!

Done this 1<sup>ST</sup> 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

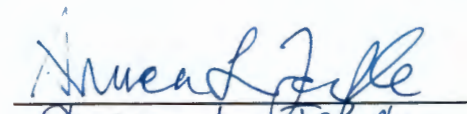
Fenton, MI, 48430-3426

jeff.fenton@live.com

(P) 615.837.1300

(F) 810.255.4438

SUBSCRIBED AND SWORN to this 1<sup>st</sup> day of, FEBRUARY, 2022.

  
Susan L. Temple  
Notary Public; in and for Genesee County  
State of Michigan  
My Commission Expires - 12-23-24



Initials: 

5



COPY

R.v1 (41-44)

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE  
AT FRANKLIN

FAWN ██████████ FENTON,  
Plaintiff/Wife,

v.

JEFFREY RYAN FENTON,  
Defendant/Husband.

No. 48419B

FILED FOR ENTRY  
2019 JUL 17 PM 1:16  
Franklin

MOTION TO SELL THE MARITAL RESIDENCE

COMES NOW the Plaintiff/Wife, Fawn ██████████ 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:

By Attorney Agreement between Brittany Gates and Virginia Story, due to an emergency in Ms. Gates family, requiring her to travel with her husband to Michigan.

Misleading RPC 3.4(b)

Irrelevant RPC 3.4(e)1

NOT MY FAULT!

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 Divoree.~~ Misleading RPC 3.4(b) Irrelevant RPC 3.4(e)1, Unheard, to Cause Bias RPC 8.4(c)
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 Misrepresentation, Prejudicial to Admin of Justice, Violate & Assist in Misconduct RPC 8.4(a)(c)(d)(f), False Statement RPC 4.1(a), Misleading RPC 3.4(b), Reasonably Should Know Crime/Fraud RPC 1.2(d)
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

**IF "Trustee" REALLY knew that HUSBAND existed and was on DEED (as "Tenancy by the Entirety"), despite the fraudulently filed bankruptcy petition by Attorney Ausbrooks, then the Trustee must have been a party to the "Conspiracy Against MY Rights and Property" ALSO! Which means they have probably (ALL) played this scam on OTHERS before! Acting United States Trustee for Region 8, Paul A. Randolph needs to be contacted at (901) 544-3251 to inquire further about the Responsibilities of the Trustee, the Attorney, and the Judge, to determine how high-up the chain of command the "FRAUD UPON THE COURT", "Bankruptcy Fraud", Conspiracy Against Rights, Deprivation of Rights and Property "Under Color of Law" went. This could be both a Bivens and a 1983 case, with all the criminal counterparts.**



This was the ONLY reason WHY Attorney Virginia Lee Story was HIRED! This is the ONLY reason WHY my ex-wife filed for BANKRUPTCY! To get me OUT OF OUR HOUSE, to TAKE POSSESSION of it, and LIQUIDATE it, while taking all the financial benefit for her creditors (which largely paid HER COUNSEL). Attorney Story tried to pretend like there would be some BENEFIT to US BOTH by depriving me of DUE PROCESS and FORCING THE IMMEDIATE AUCTION OF MY HOME! Foreclosure would have been FAR BETTER FOR ME, for the Federal Protections, the Right to Redemption, the NOTICE, the Protecting Tenants at Foreclosure Act.

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.

Of the \$1,400 per month in rents, Wife was given the financial benefit and relief of approximately \$900 per month!

By calculations she provided me a few months earlier, stating she was about \$500 short per month from cash-flowing, she SHOULD have cash-flowed for the FIRST time since she erratically moved out without need or notice, plus had a \$400 per month SURPLUS!

She had to take a PAY-CUT to try to "QUALIFY" for BANKRUPTCY!

This was ALL a highly orchestrated SCAM, not against the government or the creditors, but AGAINST ME!

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.

As of 1/10/2022 the VALUE is \$800k+ while only owing \$300k! That means we would have \$500k in EQUITY, had the Court NOT FORCED an Auction before DISCOVERY!

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.

How do you use something I said AFTER she left me, as grounds for her leaving me? Didn't I need to be MEAN first?

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).

Did you know that we used to text, call, email each other (or do a screen share) on average FIVE to TWENTY-FIVE times PER-DAY, until "d-day" struck? I probably have a DECADE's worth of EMAILS and maybe FIVE-years worth of TEXT messages (possibly more), if you want to READ them all before you start judging ME and MY CHARACTER on just a few of the most unsettling, AFTER she had

This was all FRAUDULENT hyper-babble in a ludicrous attempt to LOOK AS THOUGH she JUSTIFIED STEALING MY PROPERTY.

While Judge Michael W. Binkley was "in on it" from the beginning!

There was ZERO "Impartiality"!

The Hearing was supposed to be on "whether or not" to sell, but ALL that Binkley and Story wanted to discuss was WHEN and by WHAT MEANS to SELL!

It was ALL a FRAUDULENT SHOW!!!

I also sent her text messages (or emails) where I offered to GIVE her MY EQUITY for FREE if she would live in OUR HOME, since we purchased it TOGETHER, because it was the desire of HER HEART!

Incidentally, NONE of my texts or emails are EVER that SHORT!

While I've been "LONGWINDED" ALL MY LIFE (and I can prove it). She knew what she was marrying into!

Everybody has their "pros" and "cons". Since you cherry-picked the texts which would make me look the worst, would you like me to respond by sharing all of her negative qualities, which I accepted and loved her in spite of?

Or would you rather that I show you ALL the texts and emails which were BETWEEN these dates that were REALLY, REALLY NICE, when I wasn't scared to death about becoming HOMELESS, for trusting her enough to risk sacrificing my OWN HOME, for one which we both knew that I could never afford on my own!

Which is why we had a \$300k LIFE INSURANCE policy on just her, so I'd never become HOMELESS as a result of "risking a life larger" than I could ever afford, on my own. The only thing I never "prepared" for, was what if SHE EVER CHOSE to leave me? Oops!



Then Wife should have listed Husband's INVESTMENT AND EQUAL OR GREATER OWNERSHIP INTEREST IN THE PROPERTY. Whereby the BANKRUPTCY TRUSTEE would have been able to provide Husband with the legally required "341 NOTICE".

Instead, this was BANKRUPTCY FRAUD! The first of MULTIPLE LEVELS OF FRAUD UPON THE COURT, BY OFFICER(S) OF THE COURTS!

Spanning both State and Federal Courts Simultaneously, Leveraging Attorney Story's Influence with Binkley and Beeler, to illegally DEPRIVE ME OF MY RIGHTS AND PROPERTY!

Next they illegally deprived me of my LIFE, LIBERTY, and PURSUIT OF HAPPINESS TOO, through the most obviously FRAUDULENT DEFAULT JUDGMENTS, while breaking every promise Binkley & Story made to me in Open Court on 8/29/2019!

Refusing me even NOTICE or any opportunity to participate in SECRET HEARINGS or defend myself!

All because I REPEATEDLY TOLD THE COURT ABOUT ATTORNEY STORY'S HORRIFIC ABUSE OF PROCESS. How she was intentionally targeting and exploiting my disabilities, for a strategic advantage!

ABANDONED ME and REFUSED repeatedly to keep her promises, so that we could both survive the divorce without getting destroyed or displaced. Regretfully, somebody talked her out of that. You can read them to VERIFY that it was "mutual" and "consensual", without any "ABUSE" taking place. Instead, she LIKED it, she often INNITIATED it, I was like her best friend just on the other side of her monitor! Did you know that ISN'T A CRIME? Or even indicative of one?

"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.~~ **WE DID THIS TOGETHER YEARS EARLIER!** **RETAIL "AS IS" (NOT at AUCTION!)** Deceptive Manipulation

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.~~ **Tenn. R. Sup. Ct. 3.4(g), 3.5(e), 8.3(a)(b), 8.4(a)(b)(c)(d)(f)**

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. **Rule 5.1 F.R.Civ.P., Rule 2002§341 F.R.Civ.P.** **Tenn. Code § 39-16-507(a)(3),(c)(3), Tenn. Code § 39-16-503 (a)(2), T.C.A. § 39-16-403** **TN CONST Art. I, § 2, 7, 8, 17, 22, 25, 30, 35(b)(d)(g)**

14. Husband has made it very clear that he will do whatever he can to thwart any effort of Wife to sell the home. **Rule 8(f) FRCP, TN Code § 39-15-101** **18 U.S.C. 1341, 1503** **Would the Court Allow a MAN to kick his WIFE out into the STREETS with no income, savings, no provision or shelter within the state?**

15. Because time if of the essence, Wife requests that this Court order that Husband **With what MONEY?** **18 U.S.C. § 241, 242, 249, 28 U.S.C. §455(a)** **immediately vacate the premises** so that the home can be prepared for sale. **To LIVE WHERE?** **TN Code § 48-1-102, T.R.A.P. Rule 36(a)(b)**

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. **The goal ALL along - LIQUIDATE! (Not Responsibly Mitigate Damages to us BOTH.)**

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

**UNSUBSTANTIATED ALLEGATIONS without any good-faith, ethical, or legal NOTICE! My only real ASSET was in DEFAULT! My premarital retirement funds! I was due NOTICE prior to default; since Wife promised to pay & changed credentials, so I couldn't verify. My Counsel only had the case for FOUR-DAYS, because of Negligence by Prior Counsel, whom I had to terminate. Yet the Court and Ms. Story REFUSED to even give my substitute Counsel a FEW-DAYS to research options! It was all a FRAUDULENTLY ENGINEERED, CONSPIRACY AGAINST MY RIGHTS AND PROPERTY!**

While Judge Binkley UN-REASONABLY ASSUMED, "well, if he doesn't want to be ABUSED by Attorney Story anymore, then I guess he doesn't want to defend himself or participate at ALL.

So we'll just skip his 250+ page ANSWER & COUNTER to every malicious complaint to date."

(Including an ad hoc "Divorce Answer and Counter Complaint", rendering a "DEFAULT" impossible!)

As Judge Binkley instructed Attorney Story to write and file a FRAUDULENT AFFIDAVIT, leaving out Information CRITICAL to the CASE, in violation of the RJC & RPC, as they cherry-picked the part they liked, while leaving out 3/4 of the CRITICAL CONTENT of Husband's handwritten letter left for Wife at the Marital Residence.

Fraud Upon the Court by Judge Michael W. Binkley and Attorney Virginia Lee Story, along with a BUNCH of their "friends"!



Despite the almost exclusively "fraudulent narrative" of Attorney Virginia Lee Story, any gender based discrimination by the Court and Counsel (which were significant), Wife had voluntarily been our family's primary "breadwinner" for about a decade, since obtaining her professional license and over doubling her income. Despite Ms. Story's blatant lies, Husband is NOT a "computer genius" and could not even qualify for an entry level job in computers, unless having some friend who could open the door and train Husband. Wife's earning potential is at least 3x that of Husband as an MIT graduated, highly accredited, Licensed Professional Architect. Wife was our family's SOLE provider the last 3-years of marriage (by her choice).

It was never a "toxic marriage", it was a "toxic divorce" because she refused to act in good-faith. Plus the "Trump Tax Reform" on 1/1/2019 made ALIMONY no longer TAX DEDUCTIBLE! So she waited for her boss to retire. (Known a year in advance.) Then SHE hired an ARMY!

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.

Wife was paying our mortgages because she was our family's only "breadwinner" during that short season. She provided a budget whereby she alleged to be able to afford BOTH, along with the utilities, while paying me approximately \$1,000 per month for my consumables. Wife promised marriage counseling, going to church again together, trying to deal with our own issues while attempting to reconcile our marriage, etc... She even got an apartment near our home, so that we could "take turns" living in our home vs. the apartment, as well as to invite me over and "cook dinners" for us both, while sharing our pets. All of which she later refused.

The house was negotiated a hundred different ways, with me keeping it, her keeping it, us selling it, but never did I offer to render myself HOMELESS! Our last deal fell through because she refused to sign her OWN verbal agreement of paying me \$1,750 per month in ALIMONY, for a duration of 6-Years (plus my 50% equity), as advised was "FAIR" by a financial expert we hired.

Respectfully submitted,

  
VIRGINIA DEE STORY; BPR #11700

KATHRYN YARBROUGH; BPR#

Attorney for Plaintiff/Wife  
136 Fourth Avenue, South  
Franklin, Tennessee 37064  
(615) 790-1778  
virginia@tnlaw.org

We both got \$0 from this FORCED AUCTION. We lost \$250k from what WE had invested into the home ourselves, plus almost a decade of my hard work. Auctioned for \$300k, resold for \$550k, worth over \$800k TODAY! WE BOTH LOST EVERYTHING BY THESE SCAMS!

Wife even said, in an openly recorded conversation (in the beginning), that she would pay for my legal counsel, but I didn't want to waste our equity if we could do things amicably. Ultimately she refused both.

**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.**

I could have supported myself again, but not immediately or while trying to learn LAW & survive multiple legal ambushes. I needed some vocational rehabilitation and time to transition. Now Binkley/Story won't let me, because of a fraudulent OP for 6-YEARS to HIDE their CRIMES!

TESTIMONY EXPECTED


CERTIFICATE OF SERVICE

Plus, I no longer had my own Duplex/Home to return to (which almost paid for itself), but had invested everything into our marital residence. Because it was the house of HER dreams, and as a better retirement investment for BOTH our premarital funds, after the 2008 market crash!

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.

**HARD to BELIEVE,** I know, that was their plan, but its TRUE!

When it comes to Attorneys working "on behalf" of another, although Attorney Story was by far the "pack leader" and I believe the "mastermind" of these crimes, each licensed BAR Member who participated should share SOME culpability, responsibility and liability.

  
VIRGINIA LEE STORY  
KATHRYN L. YARBROUGH

RPC 3.4(b)(c)(f)(g), 4.1, 8.3(a)(b), 8.4(a)(c)(f), in addition to any potential criminal actions, being a party to the Conspiracy Against my Rights and Property, Financial Exploitation, ADA Violations, etc... We are not under "martial law" where anyone can claim they were acting under the direct orders of another, thereby relieving any personal responsibility to act lawfully and ethically. They "reasonably knew" or "reasonably should have known" what they were participating in. This collusion, accomplice, conspiracy, caused far more devastating damages and exploited my (human and ADA) inability to "multitask" and defend myself quickly enough, by superseding the rate at which Attorney Story could harm me on her own. I was held to a standard by Binkley/Story of a seasoned licensed Attorney. At least those involved could be held to a standard of being adults, having common sense, knowing the RPC, and ethically caring and respecting their Oaths.

6



IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE  
AT FRANKLIN

FAWN ██████████ FENTON, )  
Plaintiff/Wife, )  
 )  
vs. )  
 )  
JEFFREY RYAN FENTON, )  
Defendant/Husband. )

FILED  
WILLIAMSON COUNTY  
CLERK & MASTER  
2019 AUG -6 AM 9:22  
FILED FOR ENTRY 8-14-19  
No. 48419B  
RECEIVED BY  
Judges' Chambers  
Date: 8-6-19 [Signature]

**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 and provide a list to Husband within 10 days from August 1, 2019. (Due by: 8/11/2019.) So I could sell my stuff to raise money to move, since the court evicted my roommates. 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 14<sup>th</sup> day of August, 2019, NUNC PRO TUNC I  
AUGUST 16, 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](mailto: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](mailto:marty@mdukelaw.com)

  
**MITCHELL MILLER; BPR #36126**

Attorney for Defendant/Husband  
SCHAFFER LAW FIRM, PLLC  
1200 Villa Place, Suite 200  
Nashville, TN 37212  
(615) 712-6394  
[mitchell@schaferlawfirmtn.com](mailto: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**

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**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 21<sup>st</sup> Judicial District embraces Hickman, Lewis, Perry, and Williamson Counties. All Judges of the 21<sup>st</sup> 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].



7

RECEIVED BY  
Judge Numbers  
Date 8-29-19

R.v3 (381-383)

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE  
AT FRANKLIN

FAWN TIFFANY FENTON, )  
Plaintiff/Wife, )  
vs. )  
JEFFREY RYAN FENTON, )  
Defendant/Husband. )

2019 AUG 29 PM 2:34

FILED FOR ENTRY 8-29-19

No. 48419B

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

X advised of the risks of proceeding Pro Se and that he is required to comply with the rules just as No Choice! Court Deprived Husband of ALL HIS Assets & Income! Deemed "uncollectible" once house was gone! an attorney is required. Husband acknowledged that he understood and wishes to proceed Pro Se.

X 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 X The alleged "Order of Protection" was just used (and still is) for EXTORTION, to BIND and SILENCE me! August 29, 2019. The Motion for Violation of the Order of Protection will be reset with the Final

X Hearing in this cause set for October 21, 2019 at 9:00 a.m. The Motion for Scheduling Order and I understood the term "the Final Hearing in this cause" to be referring to the issues WE had DISCUSSED to date, to Waive Mediation in this cause is appropriate and the same is granted. the results of our Auction & "OP".

X 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.

X 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!

X 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

X 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 29<sup>th</sup> day of August, 2019.

  
MICHAEL W. BINKLEY, JUDGE

**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](mailto:virginia@tnlaw.org)

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

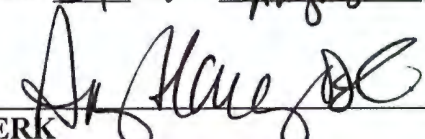
**CERTIFICATE OF SERVICE**

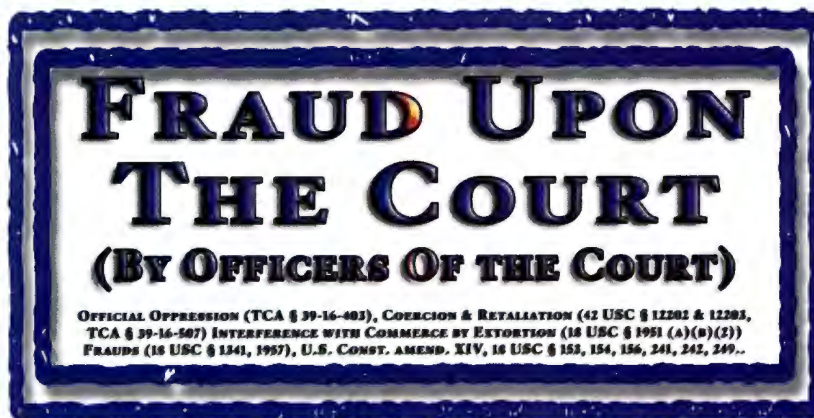
I certify that a true and exact copy of the foregoing was sent courtesy copy to Mr. Jeffrey Fenton, Defendant Pro Se, at 1986 Sunnyside Drive, Brentwood, TN 37027 on this 29<sup>th</sup> day of August, 2019.

  
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



**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**

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**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.

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

8





# Story Abernathy & Campbell

PLLP | AN ASSOCIATION OF ATTORNEYS

Virginia Lee Story  
virginia@tnlaw.org

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Neil Campbell  
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Of Counsel:  
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Attorney at Law

Marissa L. Walters  
Paralegal/Associate Attorney  
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HISTORIC DOWNTOWN  
FRANKLIN, TENNESSEE  
136 Fourth Avenue South  
Franklin, TN 37064

OFFICE (615) 790-1778  
FAX (615) 790-7468

\*Licensed in Kentucky

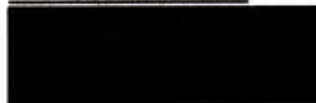
September 16, 2019

Via Email

Mr. Jeffrey Fenton

Email: [REDACTED]

Via First Class Mail



Re: Fawn [REDACTED] Fenton vs. Jeffrey Ryan Fenton  
Williamson County Chancery Court No. 48419B

Dear Mr. Fenton:

Once Ms. Story obtained possession of my home, she reneged upon every commitment made during the 8/29/2019 hearing in Chancery Court.

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 1, 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.

Attorney Story said in Court on 8/29 that all expenses would be paid out of the proceeds from the auction (which hadn't even taken place yet).

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.

This letter was dated and postmarked on 9/16/2019, while she is DEMANDING these funds by 9/20/2019, the day it reached Michigan.

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.

Per Ms. Story's own fraudulent Ex Parte "Order of Protection", if I still had possession of my firearms, I would have GONE TO JAIL!

**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.

I see this being for absolutely NO reason other than BLOOD LUST! Wanting to forcefully TAKE and LIQUIDATE every single thing I owned!

Sincerely,

Virginia Lee Story  
Attorney at Law

cc: Ms. Fawn Fenton

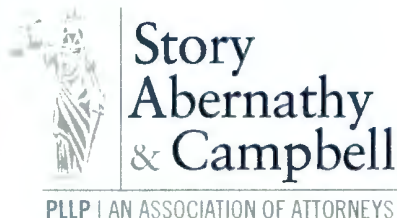
**This is how abusive, heavy-handed, and bullying Attorney Virginia Lee Story treated me throughout every action in this mass deprivation of rights and property, without so much as HEARING my DEFENSE, while Judge Michael W. Binkley enabled and empowered her every cruel, savage, inhumane, and criminal actions. While neither showed any care for the Rule of Law, their Oaths of Office, either State or Federal Constitutions, the Judicial Canons, or the Rules of Professional Conduct! Ms. Story's actions are even in violation of BASIC INTERNATIONAL HUMANITARIAN LAWS!**

williamsoncountyattorneys.com

\* Rule 31 Family Law Mediator

In Court on 8/29/2019 (transcripts hidden in R.v4 (pages 495-523), Ms. Story INSISTED that I leave my Personal Property, at the residence for FALSE, fraudulent, and unsubstantiated reasons. Now, under false claims, having only had FIVE-DAYS NOTICE of a wrongful eviction, that SHE INSISTED upon in Court on 8/29, as I tried to meet her OUTRAGEOUS DEMANDS that I TAG every item I wanted to KEEP (nearly EVERYTHING I OWNED, which is WHY I OWNED IT). As I tried to assist my elderly disabled roommate/tenant, who ended-up HOMELESS as a result of her demands during my 8/1/2019 hearing, illegally ignoring his leasehold RIGHTS! Now Ms. Story is insatiably trying to EXTORT thousands of Dollars from my meager elderly mother, knowing that Ms. Story already TOOK my INCOME, my SHELTER, my SAVINGS, leaving me BROKE, HOMELESS, and DESTITUTE!





Virginia Lee Story  
virginia@tnlaw.org

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Neil Campbell  
neil@tnlaw.org

Kathryn L. Yarbrough  
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Of Counsel:  
James E. Story,  
Attorney at Law

Marissa L. Walters  
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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

Re: **Fawn [REDACTED] Fenton vs. Jeffrey Ryan Fenton**  
**Williamson County Chancery Court No. 48419B**

Dear Mr. Fenton:

**OH WOW!!! This just doesn't STOP! Judge Michael W. Binkley refused to perform his JUDICIAL DUTY to equality, impartiality, fairness, due process, mitigating loss, and stopping CRUEL MISCONDUCT by a FRIEND! (This was a DIVORCE, can I possibly LIVE through this?)**

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.**

**Then it doesn't SOUND like you FORCED me to LEAVE my Personal Property behind so that you can SELL it for any quasi-legitimate reason, but rather just to CRUELY HARM the disabled and financially disadvantaged party, EVEN MORE! PURELY for the DOMINATING POWER-TRIP, and FUN! That's WORSE than being GREEDY! That is SICK and SADISTIC! (Yet there's more still to come...) Is there any INTEGRITY at all within the Williamson County Chancery Court??? I can't see HOW on EARTH this is remotely JUSTIFIABLE!**

williamsoncountyattorneys.com

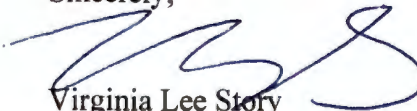
Rule 31 Family Law Mediator

Jeffrey Fenton  
September 26, 2019  
Page 2

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

**The most LAWLESS person I have ever met, on EITHER side of the LAW!** Attorney Virginia Lee Story believes that I'll endlessly allow her to BULLY, ABUSE, ROB, RAPE, and TERRORIZE me and my family "under color of law"! SORRY! NO COURT OF LAW has the AUTHORITY or JURISDICTION for what you have DONE! EVERYTHING IS VOID IN #48419B and I'm pressing CRIMINAL CHARGES for at least a HALF-DOZEN State, Federal, and CONSTITUTIONAL FELONIES, which YOU committed along with the "help" of SEVERAL of your "FRIENDS"! You and Judge Michael W. Binkley can KILL me if you want, while the WHOLE WORLD WATCHES! I've already had extensive communications with the DOJ. I tracked down the same Nashville FBI "Special Agent" who Arrested Corrupt Nashville Judge Casey Moreland, after getting tired of being rejected by their call centers. You have MISJUDGED my courage! I will EXPOSE your crimes to every member of State and Federal Law Enforcement, local government, and Courts throughout the Country, until somebody cuts this CANCER out of the Williamson County Chancery Court! I know that I'm risking my own LIFE, but I'd rather die as a FREE man than live as your SLAVE! (Peaceful Protests!) I just hope the FBI/DOJ catches you in any further harm you try to cause me and my family, because I KNOW you will!

JUDGE MICHAEL W. BINKLEY & ATTORNEY VIRGINIA LEE STORY vs JEFFREY RYAN FENTON  
WILLIAMSON COUNTY CHANCERY COURT | 08/29/2019 | #48419B | M2019-02059 | R.v4 (502:20 - 503:9)

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  
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...

6 So I'm trying my best to be as  
7 accommodating to him...  
8 this is going to be a simple process for him.



9



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 ██████████ FENTON	)	CHAPTER	13
██████████	)	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.*

10



**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](http://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



Virginia Lee Story  
Attorney at Law  
136 Fourth Avenue South  
Franklin, TN 37064  
(615) 790-1778  
(615) 790-7468 fax  
[Virginia@tnlaw.org](mailto: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](mailto: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



*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](mailto: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



## 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

**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

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!

Thank you Jeff for leaving with your possessions today. We drove by & you were headed out the driveway.

Sincerely,  
 Tommy Anderson

*Maile*

*Fenton*

**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 \$ 324,368.00

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			0131-A-035.00-000		
Brentwood, TN 37027			Brentwood, TN 37027					
(CITY)	(STATE)	(ZIP)	(CITY)	(STATE)	(ZIP)			



**11**

**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. )  
)  
JEFFREY RYAN FENTON, )  
Defendant/Husband. )

No. 48419B

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 **COULD** ~~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.

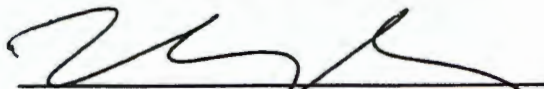
ENTERED on this 10 day of OCT, 2019.

**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 iceberg!

**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.

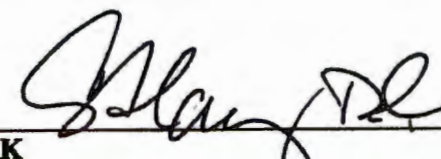
  
VIRGINIA LEE STORY

**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!



**12**

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE  
AT FRANKLIN

FAWN [REDACTED] FENTON, )  
Plaintiff/Wife, )  
vs. )  
JEFFREY RYAN FENTON, )  
Defendant/Husband. )

2019 OCT 21 PM 3:58

FILED FOR ENTRY \_\_\_\_\_  
No. 48419B

**AFFIDAVIT OF VIRGINIA LEE STORY**

RECEIVED BY  
Judges' Chambers  
Date: 10-22-19 *dlw*

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:

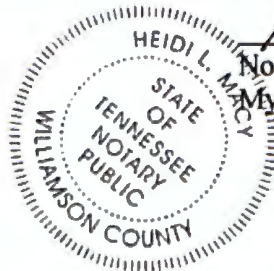
1. I am over 18 years of age and have personal knowledge of the following facts.
2. At the August 29, 2019 hearing in this matter, the Court set this matter for final hearing on October 21, 2019 in open Court with Mr. Jeffrey Fenton present in the courtroom.
3. Since the August 29, 2019 hearing, Mr. 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.

*[Handwritten Signature]*  
\_\_\_\_\_  
VIRGINIA LEE STORY

SWORN to and subscribed before me this 21<sup>st</sup> day of October, 2019.

*Heidi L. Macy*  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 6-19-22



MY LOVE!!!

Fawn,

2019 OCT 21 PM 3:58

FILED FOR ENTRY

I treasure it more (But must be than anything, just be)

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 part. 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.

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.

EXHIBIT 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

**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 21<sup>ST</sup>.

**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 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! All



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! ~~Flora~~  
kiss and hug put  
puppy for me


Non-Contested! No Joint Assets or Debts,

Divorce papers to be mailed to you  
within 2 weeks. It might take  
me a week to get to MI and  
unpack 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!

Goodbye FAWN!  
Love,  




FAWN ██████████ FENTON vs JEFFREY RYAN FENTON  
08/29/2019

DESPITE MS. STORY'S PROMISE IN COURT ON 8/29/2019, TO HOLD COURT OVER THE PHONE - THEY REFUSED WITHOUT NOTICE!

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.~~

8 MS. STORY: And, also, the order probably  
9 needs to say that Ms. Fenton can execute any other  
10 documents that need to be executed because he might  
11 not be here to sign anything, that Mr. Anderson might  
12 need signed. So I would like to be able to put that  
13 in the Order.

14 THE COURT: All right. Then if you'll  
15 prepare the Order, that'll take care of us. That's  
16 what we're doing. That's the Order of the Court.  
17 Thank you very much.

18 (Proceedings were adjourned at 11:44 a.m.)  
19  
20  
21  
22  
23  
24  
25

**2019-10-07 GIFTS LEFT AT OUR HOME FOR MS. FENTON WITH NOTE**





[REDACTED]

---

**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](mailto: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



## 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. 3.3

#### Rule 3.3 - Candor Toward the Tribunal

**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!"**

(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



**13**



IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE  
AT FRANKLIN

CLERK OF COURT

2019 OCT 21 PM 3:56

FAWN [REDACTED] FENTON,  
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON,  
Defendant/Husband.

)  
)  
)  
)  
)  
)  
)

No. 48419B

FILED FOR ENTRY 10/28/19

RECEIVED BY  
Judges' Chambers  
Date: 10-22-19

**FINAL DECREE OF DIVORCE**

THIS CAUSE came on to be heard on the 21<sup>st</sup> 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

**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



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: [REDACTED]) 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**



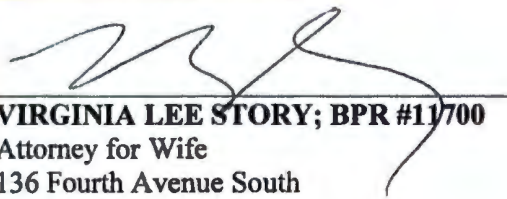
IT IS COMPLETELY UNREASONABLE TO VIEW MY NOTE LEFT WIFE AND CONCLUDE I FORFEIT CASE - WITHOUT ACTIONS BEING DROPPED, AS IS CLEARLY STATED! ALSO THAT I WOULD FILE A 250-PAGE REPOSE TO BE HEARD! 18 U.S.C. § 242 - Deprivation of Rights Under Color of Law, 18 U.S.C. § 241 - Conspiracy Against Rights, 18 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 24<sup>th</sup> day of October 2019.

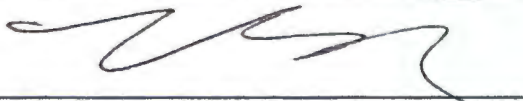
  
MICHAEL W. BINKLEY, JUDGE  
Michael W. Binkley  
Circuit Court Judge/Chancellor  
21st Judicial District, Division III

**APPROVED FOR ENTRY:**

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

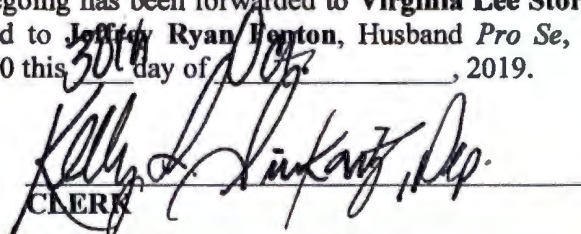
**CERTIFICATE OF SERVICE**

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 21<sup>st</sup> 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 30<sup>th</sup> day of Oct, 2019.

  
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!**

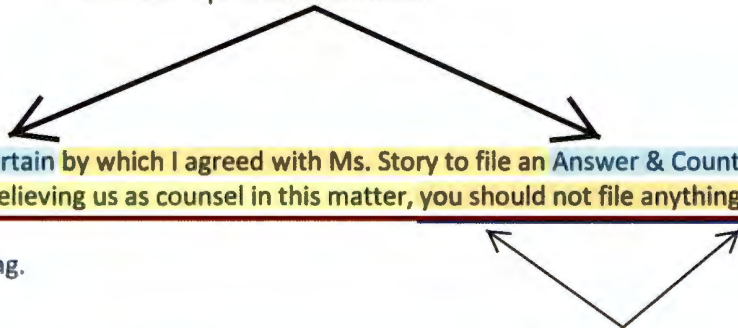
**Jeff Fenton**

---

**From:** Charles M. Duke <marty@mdukelaw.com>  
**Sent:** Monday, August 5, 2019 6:39 PM  
**To:** Jeff Fenton  
**Cc:** Mitchell Miller  
**Subject:** RE: Fenton v. Fenton

**Categories:** 4-Email: Important Information

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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[SUBMIT OR RESPOND TO A SUPPORT TICKET HERE.](#)

A DIVISION OF METICULOUS MARKETING LLC

**14**



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

<b>DONALD W. FISHER,</b> <b>Plaintiff,</b>	)	
	)	
	)	
v.	)	<b>No. 3-15-cv-127</b>
	)	<b>Judge Crenshaw</b>
<b>CHRISTOPHER GATES AND GATES</b>	)	<b>Magistrate Judge Frensley</b>
<b>CONSTRUCTION AND DESIGN, LLC,</b>	)	
<b>Defendants.</b>	)	

**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 (6<sup>th</sup> 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 (6<sup>th</sup> Cir. 2011)(Citing *Shepard Claims Serv., Inc. v. William Darrah and Associates*, 796 F. 2d 190, 194 (6<sup>th</sup> 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 (6<sup>th</sup> 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 (6<sup>th</sup> Cir. 2005)(quoting *Jourdan v. Jabe*, 951 F. 2d 108, 110 (6<sup>th</sup> 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