

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MICHIGAN

FILED- LN

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CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY: eod FILED BY: gso/3/25

JEFFREY RYAN FENTON,

PLAINTIFF

v.

VIRGINIA LEE STORY ET AL.,

DEFENDANTS

CASE NO. 1:23-cv-1097

**DECLARATION ABOUT PROFESSIONAL AND JUDICIAL MISCONDUCT
DURING MY 8/1/2019 HEARING IN CHANCERY COURT**

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

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

1. My name is Jeffrey Ryan Fenton.
2. I am the Plaintiff in this federal lawsuit (CASE NO. 1:23-cv-1097).
3. I am a citizen of the United States of America.
4. I was born in 1969 at Fairchild Airforce Base, in Washington State.
5. I am domiciled in Genesee County, Michigan.
6. My mailing address is 17195 Silver Parkway, #150, Fenton, MI 48430-3426.
7. My phone number is (615) 837-1300.

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Initials: 

PRO SE LITIGANT - MERITS RULE OVER TECHNICALITIES

8. I am acting in a *pro se*¹ capacity in this lawsuit, due to my poverty, entitled to a liberal reading and less stringent standards since it was prepared without assistance of counsel. See *Haines v. Kerner, et al.*, 404 U.S. 519, 92 S. Ct. 594 (1972).

QUALIFIED AMERICAN WITH DISABILITIES ACT LITIGANT

9. I am a qualified ADA party with disabilities affecting my communication and cognitive functions, which make researching and drafting legal pleadings exceptionally slow and challenging.

10. I request any considerations which the court can allow to help me participate in, be protected by, and benefit from the federal judiciary.

11. I suffer from several cognitive disabilities: Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5), Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F4L1), Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2), Circadian Rhythm Sleep Disorder (CRSD) Non-24-Hour Sleep-Wake Disorder (Non-24) DSM-5 307.45 (G47.24).

12. Medications that I take regularly can only control these afflictions, not cure them.

13. Due to my disabilities, it is extremely difficult for me to concisely write long documents without losing focus and experiencing significant sprawl, causing repetition, countless

¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-35, PageID.1960

Initials: 

rewrites, and bloated documents. For this reason, I am trying to file multiple short declarations to concisely address specific topics, to help communicate more effectively, for the benefit of all parties.

DECLARATIONS INCLUDED BY REFERENCE HEREIN AND THROUGHOUT

14. This declaration shall include a master list of other declarations which I have written in this lawsuit, which shall be periodically updated, both in court and online, to have the most comprehensive and complete set of facts available in this case.

15. Every declaration and the facts therein written by me and mentioned in this document are incorporated herein by reference and made a part of this declaration.

16. Similarly, this declaration and the facts herein, along with those contained in my other declarations cited in this list, are all incorporated by reference and made a part of all my declarations that refer to this “Fenton Master Declaration and List of Declarations to Date”.

17. As a result of my disabilities, my principal loss of cognitive function is that I’m extremely slow in performing any significant and/or challenging task. Further exacerbated by an inability to effectively “multi-task” high-value projects, meet pressing demands, or lose all that I love in my life as a consequence.

18. Deadlines are extremely stressful, and often even frantic for me. Typically, the final 48-hours before a critical court deadline, I become extremely anxious, my mind starts racing and my thoughts become fragmented. To explain how it feels, I’d compare it to standing outside in the middle of a blizzard. I can completely forget what I’m working on and get lost in the multiple windows on my computer screen, to no avail.

Initials: 

19. It is common for me to rewrite pleadings for the court 50+ times, in an attempt to communicate the depth and the breadth of the cruel, fraudulent, criminal, and unconstitutional damages which I have experienced to date, because so far, it doesn't appear that a single word of my testimony on Court records has ever been used to my benefit.

MY HIGHEST VALUES: TRUTH & AUTHENTICITY

20. TRUTH is my highest value in life.

21. AUTHENTICITY is my second highest value. (Which I define as truth in relationships.)

MY PSYCHOLOGICAL BENT TOWARDS TRUTH DESPITE THE CONSEQUENCES

22. By the clinical definitions of Obsessive-Compulsive Personality Disorder, one of my most defining disabilities, coupled with my personal values and belief system, I am far more likely to be honest and tell the truth **regardless of the consequences to myself** or anyone else, than most people in society.

23. Therefore, the fact that not one court to date has used one word of my testimony to my benefit outside the court process itself, is not only unconstitutional and wrecks of foul play, but it is also purely **illogical**, because I bring the most reliable, uncompromised, unadulterated, and trustworthy testimony regarding the preceding Tennessee litigation. Whether the court accepts that or not, that is a psychological fact about who I am.

24. On top of that, I have gone to great pains to provide the courts with a wealth of evidence by which to substantiate my testimony, beyond any reasonable margin of error.

25. According to Merck Manuals Professional Edition (online), in their section of psychiatric disorders, they state the following² about “Obsessive-Compulsive Personality Disorder”, which I have been accurately diagnosed³ with and suffer from:

26. *“Obsessive-compulsive personality disorder is characterized by a pervasive preoccupation with orderliness, perfectionism, and control (with no room for flexibility) that ultimately slows or interferes with completing a task.”*

27. *“These patients may be overzealous, picky, and rigid about issues of morality, ethics, and values. They apply rigid moral principles to themselves and to others and are harshly self-critical. They are rigidly deferential to authorities and insist on exact compliance to rules, with no exceptions for extenuating circumstances.”*

28. Ironically, I’m the one who honors and submits to the law by psychological disorder.

29. Show me someone else in this group who is honestly “overzealous, picky, and rigid about issues of morality, ethics, and values”. That is me, and I’m tired of my testimony being ignored, while my life has been destroyed by repugnant lies which could never survive cross examination.

30. Which is exactly why Chancery Court cast fraudulent “default” judgements against me, after driving me out of Tennessee to survive their harsh bias orders, instead of allowing “discovery” to begin and having the court hear and decide anything at all based upon the truth.

² <https://rico.jefffenton.com/evidence/tn-ada-disabilities-exploited-for-advantage-ocpd-merck.pdf>

³ https://rico.jefffenton.com/evidence/2020-07-08_tnsc-coa-ada-request-for-modification.pdf

MY BELOVED

31. Ms. Fawn Fenton (hereinafter “Ms. Fenton”, “wife”, and “ex-wife”) and I were together for fifteen years, thirteen during which we were married.

32. On August 1, 2019, in the court room of Judge Michael Weimer Binkley in the Williamson County Chancery Court, the following took place:

UNCONSTITUTIONAL: NO OPPORTUNITY TO SAVE MY PROPERTY INTERESTS OR TO MITIGATE MY LOSSES

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

34. After telling Mr. Duke this, I asked if that might be possible.

35. Defendant Story overheard me and answered me directly by stating, **“No. It’s already too far along in the bankruptcy.”**

36. That was unconstitutional, a violation of bankruptcy law, as well as a violation of due process.

37. Upon information and belief, I believe that this statement by defendant Story was also factually false. I see no such finding, judgment, or documentation in the bankruptcy record to support this claim. The bankruptcy court pretended to sell the marital residence based upon the orders from the Chancery Court, while Chancery Court played much of the same game, as if compelled to sell the marital residence to accommodate the bankruptcy, while neither court had

the lawful jurisdiction and authority to force the sale of the martial residence, without discovery and full due process of law, which they both refused.

38. I was strategically deprived of lawful notice and “*adequate protection*” required by the bankruptcy court, while I was also denied any opportunity to save my property or to attempt to mitigate my losses in my property interests prior to the forced deprivation of my property by the Chancery Court.

DEFENDANT STORY’S FRAUDULENT NARRATIVE AND SMEAR CAMPAIGN

(1) STORY’S LIE: UNABLE TO GET MR. FENTON SERVED

1. On page-4⁴ in lines 5-7 of the transcript of evidence⁵ from the 8/1/2019 hearing in Chancery Court, defendant Story stated, “Mrs. Fenton filed for divorce back in '18, and she was unable to get Mr. Fenton served.”

2. That statement by defendant Story was false.

3. I was served on October 1st, 2018. I responded to that service by filing an “ANSWER & COUNTER-COMPLAINT FOR DIVORCE” in Williamson County Chancery Court docket #47426, on October 30th, 2018⁶.

4. By stating this, defendant Story violated Tenn. R. Sup. Ct. 3.3 - Candor Toward the Tribunal: “(a) A lawyer shall not knowingly: (1) make a false statement of fact or law to a tribunal.” And Tenn. R. Sup. Ct. 3.4 - Fairness to Opposing Party and Counsel: “A lawyer shall

⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2821

⁵ https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

⁶ https://rico.jefffenton.com/evidence/2018-10-30_husbands-answer-counter-complaint-47426.pdf

not: (e) in trial, (2) assert personal knowledge of facts in issue except when testifying as a witness.”

5. Defendant Story’s statements of fact were not only false, but she knew that they would be “in issue”, because she intentionally spoke in a manner by which to assassinate my character before the court. Hence by the Tennessee Supreme Court’s Rules of Professional Conduct, defendant Story was prohibited from even making these statements in open court.

(2) STORY’S LIE: THE PROBLEM WITH A PRIVATE REALTOR

6. On the bottom of page-4⁷ in lines 21-25 of the transcript of evidence⁸ from the 8/1/2019 hearing in Chancery Court, defendant Story stated, “The problem with the private realtor is that Mr. Fenton posts these kind of documents that are -- this is the do not enter my property, and I’ll hand you a copy of that.”

7. That statement was absolutely false.

8. By making this statement, defendant Story violated the Tennessee Supreme Court’s Rules of Professional Conduct by “testifying as a witness”, without any firsthand knowledge, while making entirely false and bias statements to mislead the court.

9. Defendant Story violated Tenn. R. Sup. Ct. 3.4 - Fairness to Opposing Party and Counsel: “A lawyer shall not: (e) in trial, (1) allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence; or (2) *assert personal knowledge of facts in issue except when testifying as a witness*; or (3) state a personal opinion

⁷ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2821

⁸ https://rico.jeffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

as to the justness of a cause, the credibility of a witness, the culpability of a civil litigant or the guilt or innocence of an accused”.

10. I was a licensed real estate agent⁹ in the State of Tennessee for 16 ½ years, with access to hundreds of millions of dollars’ worth of Middle Tennessee real estate, without one single complaint filed against me throughout my entire career. Contrary to defendant Story’s narrative, my real estate license remained current for over a year after this divorce.

11. I was a highly skilled and capable residential real estate *listing agent*. I was able to market and sell properties in Middle Tennessee for *top-dollar*, as good if not better than anyone else that either I or my wife had knowledge of and experience working with.

12. If ever my wife and I had reached terms by which we could have sold our home amicably together¹⁰, then I would have removed any signage which might have hindered the full sales potential of our property. It is both obscene and completely unsubstantiated to suggest otherwise.

13. An “impartial tribunal” cannot refuse to afford me the slightest “benefit of the doubt” in every circumstance.

⁹ https://rico.jefffenton.com/evidence/2004-12-09_through_2021-07-25_tn-real-estate-license.pdf

¹⁰ https://rico.jefffenton.com/evidence/2019-01-28_verbal-agreement-needed-in-writing-for-closing.pdf

(3) STORY'S LIE: MR. FENTON WAS AVOIDING SERVICE

14. On the top of page-5¹¹ in lines 1-5, of the transcript of evidence¹² from the 8/1/2019 hearing in Chancery Court, defendant Story stated, "It was made as part of the exhibits when we filed for divorce in 2019. Mr. Fenton was avoiding service."

15. That statement was false. I never knowingly avoided service for a divorce in 2019.

16. By stating this, defendant Story violated Tenn. R. Sup. Ct. 3.3 - Candor Toward the Tribunal: "(a) A lawyer shall not knowingly: (1) make a false statement of fact or law to a tribunal." And Tenn. R. Sup. Ct. 3.4 - Fairness to Opposing Party and Counsel: "A lawyer shall not: (b) falsify evidence, counsel or assist a witness to offer false or misleading testimony; or (e) in trial, (1) allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence."

17. Defendant Story knew that this was a "non-issue", she mentioned it for no reason other than to abusively defame my character to bias the court against me.

(4) STORY'S LIE: HUSBAND FAILED TO LIST HOUSE AS AGREED

18. On page-5¹³ in lines 9-14 of the transcript of evidence¹⁴ from the 8/1/2019 hearing in Chancery Court, defendant Story stated, "In 2018, when they made this agreement, if she dropped the divorce he would agree to put the house on the market. It never got on the market. It

¹¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2822

¹² https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

¹³ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2822

¹⁴ https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

was he's got to fix this, he's got to fix that. It was one excuse after another..."

19. This statement was false.

20. By stating this, defendant Story violated Tenn. R. Sup. Ct. 3.3 - Candor Toward the Tribunal: "(a) A lawyer shall not knowingly: (1) make a false statement of fact or law to a tribunal." And Tenn. R. Sup. Ct. 3.4 - Fairness to Opposing Party and Counsel: "A lawyer shall not: (b) falsify evidence, counsel or assist a witness to offer false or misleading testimony; or (e) in trial, (1) allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence." (Unfortunately a recurring tactic by defendant Story.)

21. It wasn't my fault that our home was never listed on the market for sale, it was my wife's fault, because she refused to put her own words, from our "Verbal Settlement Agreement¹⁵", in writing¹⁶ and sign it.

22. While the closing agent we were working with required a simple signed agreement between Ms. Fenton and myself, stating how the proceeds from the sale of our home would be divided and dispersed between us, before she was willing to allow Ms. Fenton to use a Specific Power of Attorney, which I had obtained in good faith, to allow Ms. Fenton to list and sell our home while only requiring my participation on the final closing documents.

23. Selling our home was contingent upon our alimony agreement, because I needed the financial means to purchase or rent myself replacement housing. I never volunteered to render myself homeless, while it is wholly unreasonable for defendant Story to even suggest such.

¹⁵ https://www.rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf

¹⁶ https://rico.jefffenton.com/evidence/2019-01-28_verbal-agreement-needed-in-writing-for-closing.pdf

24. This wasn't about me being difficult, asking for a lot, or trying to "take advantage" of my wife, in any way. It was a pragmatic matter of me needing food and shelter, as well as being entitled to food and shelter, otherwise nobody had a lawful or ethical right to deprive me of the food and shelter which **I already had**. Yet unconscionably they did, with careless disregard for my life, liberty, and property.

(5) STORY'S LIE: WIFE "HAD TO" FILE BANKRUPTCY BECAUSE HUSBAND FAILED/REFUSED TO SELL THEIR HOUSE AS AGREED

25. On page-5¹⁷ in lines 13-15 of the transcript of evidence¹⁸ from the 8/1/2019 hearing in Chancery Court, defendant Story stated, "It was one excuse after another, and here we are sitting a year later, **and now my client had to file bankruptcy.**"

26. This statement was obscenely false.

27. Ms. Fenton never "needed" to file bankruptcy¹⁹. It was entirely a fraudulent rouse²⁰, planned for the date when she knew over a year in advance that her employer planned to retire and close their architecture firm²¹. Purely to evade her financial responsibility²² of paying me \$1,750 per month in alimony²³ for a duration of 6-years, as repeatedly agreed²⁴.

¹⁷ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2822

¹⁸ https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

¹⁹ https://rico.jefffenton.com/evidence/2021-01-26_trustees-final-account-and-distribution-report.pdf

²⁰ https://rico.jefffenton.com/evidence/2019-04-26_ausbrosks-story-fraudulent-bk-petition.pdf

²¹ https://rico.jefffenton.com/evidence/2019-04-26_bankrupcy-planned-for-when-employer-retires.pdf

²² https://rico.jefffenton.com/evidence/2018-09-14_fair-settlement-offer-by-wife-with-tax-truth.pdf

²³ https://rico.jefffenton.com/evidence/2018-07-12_arons-and-associates-divorce-planning.pdf

²⁴ https://rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf

https://rico.jefffenton.com/evidence/2019-01-08_wifes-claims-about-alimony-and-lawyers.pdf

28. Largely because of the Trump Tax Reform²⁵, which made it so that Ms. Fenton could no longer write-off alimony payments, since we were unable to finalize our divorce by December 31st, 2018, as we had both hoped.

29. In a series of text messages²⁶ with Ms. Fenton on December 22nd, 2018, discussing the financial impact of the Trump Tax Reform on Ms. Fenton's net income, she stated in part, "Correct, my tax situation is going to suck for a very long time... **90k gross - 31k taxes - 21k alimony = 38k net**. Plus or minus... Someday when alimony is done, I can get a job making only \$43k gross and have same net of +/- \$38k."

30. The other major incentive for Ms. Fenton to file for bankruptcy, was because the mortgages were in her name, but she had abandoned our marital residence²⁷ and rented herself an apartment in April of 2018²⁸. As such, she had no lawful means of forcing me to move out of our marital residence or to compel its sale. Unfortunately, she had already decided that our marital residence was a financial burden on her, so she no longer wanted to keep our home²⁹, despite the tremendous loss we would both suffer from selling our home during that season³⁰.

31. We had invested hundreds of thousands of dollars into improvements³¹, and the market needed time for property appreciations to catch up and surpass our investments. This

²⁵ https://rico.jefffenton.com/evidence/2018-12-31_divorce-deadline-for-trump-tax-reform.pdf

²⁶ https://rico.jefffenton.com/evidence/2018-12-22_projected-gross-taxes-alimony-net.pdf

²⁷ https://rico.jefffenton.com/evidence/2018-04-23_wife-locked-plaintiff-out-of-financial-accounts.pdf

²⁸ https://rico.jefffenton.com/evidence/2018-05-02_family-budget-living-apart.pdf

²⁹ https://rico.jefffenton.com/evidence/2018-10-09_wife-does-not-want-to-keep-marital-residence.pdf

³⁰ https://rico.jefffenton.com/evidence/2019-10-10_chancery-no-proceeds-from-forced-auction.pdf

³¹ <https://rico.jefffenton.com/evidence/1986-sunnyside-property-improvement-highlights.pdf>

happened dramatically over the four years to follow³², appreciating roughly a hundred thousand dollars per year³³. But we both knew there was no way that we could sell our home in 2019 without suffering an extreme financial loss³⁴, which we had no means of compensating for or recovering from.

32. Upon information and belief, unfortunately my wife's counsel coached her to secretly default upon our mortgage payments (which she had promised to pay³⁵ and had been paying), followed by secretly filing for bankruptcy, while falsifying her bankruptcy petition³⁶ to conceal my cash investment³⁷ and ownership interests in our equally deeded³⁸ marital residence³⁹ as tenancy by the entirety⁴⁰, as well as her domestic support obligations⁴¹, paid up to and even a month after her fraudulent federal bankruptcy petition⁴² was filed.

33. Neither me nor my two lawful roommates/tenants⁴³ were ever given notice⁴⁴ about Ms. Fenton's fraudulent federal bankruptcy filing, nor about the bad-faith motion by her counsel

³² https://rico.jefffenton.com/evidence/2022-01-03_1986-sunnyside-brentwood-tn-appreciation.pdf

³³ https://rico.jefffenton.com/evidence/2023-05-31_1986-sunnyside-brentwood-tn-appreciation.pdf

³⁴ https://rico.jefffenton.com/evidence/2019-10-10_chancery-no-proceeds-from-forced-auction.pdf

³⁵ https://rico.jefffenton.com/evidence/2018-05-02_family-budget-living-apart.pdf

³⁶ https://rico.jefffenton.com/evidence/2019-04-26_ausbrooks-story-fraudulent-bk-petition.pdf

³⁷ https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-premarital-assets-invested.pdf

³⁸ https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-brentwood-tn-deed.pdf

³⁹ <https://rico.jefffenton.com/evidence/1986-sunnyside-brentwood-tn-2019-property-taxes.pdf>

⁴⁰ https://rico.jefffenton.com/evidence/2011-04-29_fenton-marital-residence-tenancy-by-entirety.pdf

⁴¹ https://rico.jefffenton.com/evidence/2019-05-16_support-email-wife-never-mentioned-bankruptcy.pdf

⁴² https://rico.jefffenton.com/evidence/2019-04-26_ausbrooks-story-fraudulent-bk-petition.pdf

⁴³ https://rico.jefffenton.com/evidence/2018-08-30_wifes-budget-for-husband-keeping-home.pdf

https://rico.jefffenton.com/evidence/2019-03-26_fenton-sunnyside-roommate-lease-merriman.pdf

https://rico.jefffenton.com/evidence/2019-04-09_fenton-sunnyside-roommate-lease-garcia.pdf

⁴⁴ https://rico.jefffenton.com/evidence/2022-03-15_ustp-bk-fraud-referral-confirmed-no-notice.pdf

to sell our marital residence.

34. The height of absurdity in this action is the fact that in the end Ms. Fenton only received “bankruptcy relief” of \$44, 079.09 worth of claims discharged⁴⁵ (after defendant Story’s alleged debt was subtracted, since her fees were never necessary and purely procured unconscionable fraud.)

35. Upon information and belief, the cost of Ms. Fenton’s combined counsel for her bankruptcy and vexatious divorce actions must have surpassed, or at least rivalled, her alleged “bankruptcy relief” obtained through this absolutely unnecessary and legally unjustifiable fraudulent federal bankruptcy filing and forced liquidation of our marital residence⁴⁶.

36. While irresponsibly discarding roughly two-hundred and fifty thousand dollars worth of our investment (including our premarital retirement funds) and equity as of the closing of the forced auction on October 31st, 2019. We have further lost roughly four hundred thousand dollars **more** in appreciation since⁴⁷.

37. Yet defendants Story had the nerve to blame this absolutely unnecessary bankruptcy scam which she and defendant Ausbrooks engineered, upon me. To my own substantial detriment of course. This is completely **unreasonable** and obscenely **absurd**.

⁴⁵ https://rico.jefffenton.com/evidence/2021-01-26_trustees-final-account-and-distribution-report.pdf

⁴⁶ https://rico.jefffenton.com/evidence/2019-10-10_chancery-no-proceeds-from-forced-auction.pdf

⁴⁷ https://rico.jefffenton.com/evidence/2022-01-03_1986-sunnyside-brentwood-tn-appreciation.pdf
https://rico.jefffenton.com/evidence/2023-05-31_1986-sunnyside-brentwood-tn-appreciation.pdf

(6) STORY'S LIE: HUSBAND IS AT FAULT FOR WIFE'S CREDIT CARD DEBTS

38. On page-5⁴⁸ in lines 17-23 of the transcript of evidence⁴⁹ from the 8/1/2019 hearing in Chancery Court, defendant Story stated, "She's paying \$48,000 in credit card debt, and this credit card debt is in her name, but the genesis of those cards, I have a history of the cards where Mr. Fenton would transfer balances from his credit cards to a credit card in her name, and then she became in a horrible financial situation."

39. In this statement defendant Story indirectly said or "insinuated" something which is "materially misleading", that was intentionally deceptive and demeaning to further bias the court, which was substantially false (if not entirely), and met the Tennessee Supreme Court's own definition for "fraud" and "fraudulent".

40. This point touches upon one of the most egregious issues of fraud committed on both the Chancery and Bankruptcy Courts in the associated cases by Ms. Fenton's counsel, the idea that we financially operated in marriage as if two independent and separate persons. That could not have been more false.

41. Ms. Fenton and I lived under the spiritual, financial, and legal principle⁵⁰ of "*the two becoming one at marriage*", referred to as "*Tenancy by Entirety*". Throughout the entire duration of our marriage. All of our income, assets and debts were always held as one "*tenancy by entirety*". Regardless of whose name any were technically in. Those choices were strategically for the benefit

⁴⁸ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2822

⁴⁹ https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

⁵⁰ <https://bwp.tnble.org/wp-content/uploads/2019/09/Property-Law.pdf>

of *both* of us, whether for preferential interest rates, risk mitigation, etc... Most things were a matter of whether we held them in our “left pocket” vs our “right pocket”. Not whether they were “hers” or “mine”. (There were some very minor sentimental and premarital exceptions.)

(7) STORY’S LIE: HUSBAND HACKED WIFE’S EMPLOYER, SO HE WAS FIRED

42. On page-6⁵¹ in lines 1-3 of the transcript of evidence⁵² from the 8/1/2019 hearing in Chancery Court, defendant Story stated, “She is an architect, works for a firm, and Mr. Fenton was the IT person for the firm, and he hacked the emails so he lost that job.”

43. That statement was false.

44. I don’t even know how to “hack” a computer or network.

45. I voluntarily terminated my contract working for Ms. Fenton’s employer⁵³, because I was fed-up feeling like he was taking advantage of both myself and my wife, while not keeping his promises, being extremely cheap, and having poor financial integrity.

46. Ms. Fenton told me many times that in regard to contracts bid on by her company, including significant government and education contracts, that her boss would low bid jobs to “win” or be awarded the contracts. Then later down the road, her employer would use add-ons, change orders, or something substantially similar, to charge them enough for what they ultimately wanted.

47. Ms. Fenton told me many times, that one of her employers’ favorite sayings was,

⁵¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2823

⁵² https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

⁵³ https://rico.jefffenton.com/evidence/2017-04-27_voluntarily-terminated-contract-with-wifes-firm.pdf

“If we don’t lie to them, then someone else will.”

48. Ms. Fenton told me many times that her employer playfully said, chanted, or sang those words in their office.

49. That is a philosophy and business model which both I and my ex-wife found repulsive.

50. Ms. Fenton told me many times that her employer was “slow pay” with many industry professionals, and that some of her favorite engineers and other trade professionals she had worked with in years past, refused to work for her employer, because of his failure to timely pay them.

51. I also experienced problems with being nickel and dimed and timely paid by her employer, though less than other professionals, since my wife was essentially her boss’s “operations manager” and “lead architect”.

52. My wife’s employer (Mr. Ken Adkisson) promised her a partnership for years, when business was slow after the 2007-2008 market crash, to persuade Ms. Fenton not to leave their company and seek employment at a larger firm. Yet I never saw him make good on any of those promises to her, except after I confronted him in an email⁵⁴ on March 28th, 2017, after he gave Ms. Fenton her annual payroll review on March 22nd, 2017, with exactly a *zero percent* raise.

53. I found that highly insulting on her behalf, knowing the prosperity of the company during that season, combined with the critical role my wife played in that firm, and the weight she

⁵⁴ https://rico.jefffenton.com/evidence/2017-04-06_wifes-belated-raise-after-protest.pdf

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carried on her shoulders to meet demanding deadlines, often working significant amounts of unrewarded overtime, adding more stress into our home life.

54. After I confronted Mr. Adkisson about his failure to show his appreciation for my wife, and the value she provides both to his company and his life, on April 6th, 2017, Mr. Adkisson gave Ms. Fenton a thirteen percent raise⁵⁵, in the amount of \$10,154.64 per year increase in her salary.

55. Unfortunately, after Mr. Adkisson gave my wife the raise, he began talking trash about me around their office, upsetting my wife, at which point I had my fill of working for Adkisson & Associates Architects, Inc.

56. On April 27th, 2017, I emailed⁵⁶ Mr. Ken Adkisson and I voluntarily terminated my IT contract with their firm, while assisting their company in a peaceful transition to a new IT firm or vender of their choice, without ever causing any damage to their office computers or network.

57. At 4:01pm on April 27th, 2017, Mr. Ken Adkisson emailed me back⁵⁷ in response to my termination notice and stated, "Thank you Jeff, we certainly appreciated your efforts. Good luck in the future."

58. I saved Adkisson & Associates Architects Inc. tens-of-thousands of dollars, by prolonging the life of outdated systems and software with preventative maintenance and upgrades, rather than replacements, with almost no downtime since I performed my work overnight, while

⁵⁵ https://rico.jefffenton.com/evidence/2017-04-06_wifes-belated-raise-after-protest.pdf

⁵⁶ https://rico.jefffenton.com/evidence/2017-04-27_voluntarily-terminated-contract-with-wifes-firm.pdf

⁵⁷ https://rico.jefffenton.com/evidence/2017-04-27_voluntarily-terminated-contract-with-wifes-firm.pdf

only charging them a fraction of “standard industry rates” which they paid both before my employ and after.

59. To say or insinuate that I did anything malicious to this company is obscene.

(8) STORY’S LIE: HUSBAND IS A “SELF-TAUGHT COMPUTER GENIUS”

60. On page-6⁵⁸ in lines 3-6 of the transcript of evidence⁵⁹ from the 8/1/2019 hearing in Chancery Court, while referring to me, defendant Story stated, “He is very intelligent. He has a high school education, but he is a self-taught computer genius.”

61. This statement was false.

62. I have only a “hobby” skill level in computers.

63. I’m not any sort of “genius” nor have I ever been accused of such.

64. I was told that I scored 100 on an IQ test as a teenager, which to my understanding is baseline average.

65. I have a number of vocationally challenging disabilities⁶⁰, including Obsessive Compulsive Personality Disorder (OCPD), Attention Deficit Hyperactivity Disorder (ADHD), and Generalized Anxiety Disorder (GAD), which significantly hinder my vocational pursuits more than any intelligence factor could ever benefit me.

66. In large part, this means that I am extremely slow, studied, and repetitive in the work that I perform. I am a perfectionist who values doing things “right”, over speed, at all costs.

⁵⁸ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2823

⁵⁹ https://rico.jeffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

⁶⁰ https://rico.jeffenton.com/evidence/2020-07-08_tnsc-coa-ada-request-for-modification.pdf

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While being unable to effectively “multi-task” more than one significant task, pursuit, or project at a time.

67. In a text message⁶¹ from my wife on January 23, 2019, Ms. Fenton stated in significant part, “I used to always think of you like you were riding a stationary exercise bicycle; peddling furiously, working so hard, but going nowhere.”

68. This has never been for any lack of work or effort on my part.

69. In another text message⁶² from my wife on February 9th, 2019, Ms. Fenton stated, “I don’t know how to answer your question right now. I hate it when you ask me to choose what you “should” work on, since you can’t multitask.”

70. Those two texts reveal my wife’s two most significant pet-peeves about both my disabilities and my vocational potential. We both expected that with her MIT education and her advanced accreditations as a licensed professional architect, with that she had two to three times the vocational potential of what I could ever realistically reach. I never misrepresented my potential or my worth either.

71. Most of my vocational experience is in working in food service and in running large commercial printing presses. In the United States the commercial printing industry has almost all but become extinct over the past twenty years. For me to be able to qualify for any reasonably rewarding job, I need to obtain some sort of technical certification or skill first, where there are meaningful opportunities within the geography that I have now been forced to live.

⁶¹ https://rico.jefffenton.com/evidence/2019-01-23_riding-an-exercise-bicycle-peddling-furiously.pdf

⁶² https://rico.jefffenton.com/evidence/2019-02-09_wife-hates-that-plaintiff-can-not-multi-task.pdf

72. I had probably 20x the vocational opportunities⁶³, living in my home in Brentwood Tennessee, then I have now in Michigan, or than I expect will ever be within my reach again.

73. My primary vocational experience working with computers for money was in my contract with Ms. Fenton's architecture firm, but despite the outstanding service I gave them and the amount of money I saved their firm, because of the divorce neither my ex-wife nor her employer will provide me with a reference, which leaves me both with no education and no vocational experience to speak of.

74. The only way I was able to obtain the IT contract for Ms. Fenton's architecture firm was because of her employment, trust, and role in that company. Combined with the fact that I knew what their problems were as well as how much they had paid for completely unsatisfactory solutions.

75. Armed with that knowledge and nightly access due to my wife's trust and role in the company, I was able to meet their needs (which were otherwise unmet, extremely cost prohibitive, for essentially emergency triage IT services upon complete failure), while performing "hobby" level routine maintenance and service, preventing failures, while prolonging the life of their equipment. Plus, I only charged approximately one third of typical industry rates.

76. I doubt that I could even qualify for an entry level IT job with another company without first going back to school to obtain some sort of technical certification. Even then, with my age and disabilities, my potential is quite limited.

⁶³ https://rico.jefffenton.com/evidence/2017-2021_census-brentwood-tennessee-v-fenton-michigan.pdf

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(9) STORY'S LIE: WE'VE GOT A TAX LIABILITY FROM 2016

77. On page-6⁶⁴ in lines 12-13 of the transcript of evidence⁶⁵ from the 8/1/2019 hearing in Chancery Court, defendant Story stated, "...we've got a tax liability from 2-2016, standing out there."

78. Followed in line 17 by defendant Story stating, "So we have woes, IRS woes."

79. Those statements were both false⁶⁶.

80. Those statements were both literally the opposite of the truth.

81. Again, defendant Story materially misrepresented the financial structure of our family, pretending that our finances were separate while fraudulently concealing the fact that any monies previously paid to the IRS or owed to the IRS for back tax years, were equally Ms. Fenton's and mine, to gain or lose, not either one of us independently.

82. There was a planned tax credit on our account for 2016 with the IRS, never a liability of any sort. The IRS even paid me \$174.43 in **interest** for our 2016 tax credit in 2021, when the IRS reopened after being locked-down for COVID-19.

83. For more evidence to substantiate my claims, please see Ms. Fenton's own words from a settlement offer that she made me⁶⁷, when she was still operating in good faith, before hiring defendant Story.

⁶⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2823

⁶⁵ https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

⁶⁶ https://rico.jefffenton.com/evidence/2016-2017_fenton-family-irs-tax-credit-refunds-with-interest.pdf

⁶⁷ https://rico.jefffenton.com/evidence/2018-09-14_fair-settlement-offer-by-wife-with-tax-truth.pdf

84. I received a tax refund from the IRS for 2016 in the amount of \$5,619.36. “Color” it as you like, that is definitely not a “tax liability” as falsely testified by defendant Story in open court on 8/1/2019.

(10) STORY’S LIE: MS. FENTON COULD PROBABLY BE AN INNOCENT SPOUSE

85. In response to defendant Story’s fraudulent claims about an outstanding tax liability, on page-7⁶⁸ of this same transcript of evidence⁶⁹, in lines 7-8, defendant Binkley asked, “Is the IRS going to be intercepting this money?”

86. Followed shortly thereafter on the same page, defendant Binkley asked in lines 20-21, “Any possibility she could be an innocent spouse?”

87. On page-7⁷⁰ in lines 23, 25 and line 1 of page-8, of the transcript of evidence⁷¹ from the 8/1/2019 hearing in Chancery Court, defendant Story stated, “She could probably, but... at this point, your Honor, she just needs the burden of all the debt off her mentally...”

88. That statement was false.

89. That statement is a fraudulent misrepresentation of many things, including the financial structure of our family, the source of her indebtedness, as well as our standing with the IRS, my good skills and stewardship in the management of our income taxes, and my good character in general as a person and husband who was an equal partner.

⁶⁸ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2824

⁶⁹ https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

⁷⁰ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2824

⁷¹ https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

90. I received a tax refund from the IRS for 2017 in the amount of \$3,112.62. Which I amicably split with Ms. Fenton⁷² in good faith, while trusting her to mail me a check for \$1,556.00 (which she did) after I endorsed the \$3,112.62 check from the IRS and mailed it to her, along with a letter to her bank, authorizing her to cash our joint check from our 2017 income tax refund.

91. Moreover, I received an interest statement from the IRS for the \$174.43 in interest paid to me by the IRS.

92. Managing our income taxes is one of my best skills and attributes, admitted openly by my ex-wife prior to this charade. Yet defendants Story and Binkley colored it to fraudulently belittle and defame my character beyond belief, with absolutely no regard for the truth or the rules of professional conduct.

93. Defendant Story's motive is clear, as is defendant Binkley's bias, in the fact that he refused/failed to do his job and provide a tribunal free of misconduct, discrimination, harassment, and abuse, where both parties had an equal opportunity to be fairly heard, considered, protected, and to benefit from the judicial process.

**(11) STORY'S LIE: PROJECTED SALES PRICES, USING A DISHONEST
BAIT & SWITCH TACTIC**

94. On page-4⁷³ in lines 11-12 of the transcript of evidence⁷⁴ from the 8/1/2019 hearing in Chancery Court, defendant Story stated, "We believe that house should sell in the neighborhood

⁷²

⁷³ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2821

⁷⁴ https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

of 414,000 we hope.”

95. This statement was used to deceive the court, as part of a “bait and switch” scheme by defendant Story. \$414,000 was the estimated retail “as is” market sales price for the property, if it were listed on the market with a real estate agent. But that is not how defendant Story *demand*ed that the property be sold.

96. By stating this, defendant Story violated Tenn. R. Sup. Ct. 8.4 - MISCONDUCT: “It is professional misconduct for a lawyer to: (c) engage in conduct involving dishonesty, fraud, deceit, or misrepresentation”.

97. On page 8⁷⁵, lines 14-15, defendant Story stated, “We really believe the only thing we can do, your Honor, is to *au*ction this house.”

98. By stating this, defendant Story violated Tenn. R. Sup. Ct. 3.4 - Fairness to Opposing Party and Counsel: “A lawyer shall not: (e) in trial, (1) allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence; or (2) assert personal knowledge of facts in issue except when testifying as a witness; or (3) state a personal opinion as to the justness of a cause, the credibility of a witness, the culpability of a civil litigant or the guilt or innocence of an accused”.

⁷⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2825

I THINK WITHOUT RESERVE, JUST LET IT GO

99. To which defendant Binkley asked in lines 18-19, “*Could this be with reserve or without reserve?*”

100. Defendant Story answered in lines 20-21⁷⁶, “I think without reserve, just let it go.”

101. While that decision was likely to produce a final sales price which was 25-35% below the price of a typical market sale. As such, defendant Story’s projected sales price should have been adjusted to be in alignment with the relief that she requested, but it was not. It was instead strategically deceptive, and hence a “bait and switch” fraud on the court.

102. This also shows both defendant Story’s position as well as that of her client Ms. Fenton toward the marital residence, “**just let it go.**” That was exactly what they did, without being of any benefit whatsoever to either of the property owners, which I believe was the defendant’s expectation and goal from the start.

103. Ms. Fenton was willing to *forfeit* the property to evade the financial responsibility of *mortgage payments* and *alimony*.

104. The defendants were interested in stealing the property and siphoning as much equity, professional fees and opportunity out of it as possible, which they did.

⁷⁶ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2825

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(12) STORY'S LIE: PRETENDING THERE WAS A JUSTIFIABLE BENEFIT TO THE COURT FORCING THE SALE OF OUR PROPERTY, WHEN THERE WAS NOT

105. Since all that they wanted was to discard and be alleviated of the financial responsibility of the property, the court should have allowed me to continue living in my home and to take over the mortgage payments and bills associated with the property, as I had requested.

106. That property was the sum total of both my life savings and my premarital retirement funds, as well as the same for my ex-wife.

107. Defendant Story proposed the forced sale to the court while providing a retail "as is" market price, but in the end, she demanded a wholesale auction with no minimum price. That is fraud.

108. The purpose of this was to make it sound as if there would be some benefit to myself and my wife if the court forced the sale of our home. When in fact, it did not place a dollar into either of our pockets, while forcibly rendering myself unnecessarily homeless and destitute, while liquidating and discarding the only asset of real value in both of our lives, besides my wife's education and vocational potential, with no means of compensating for or recovering from such an overwhelming loss.

(13) STORY'S LIE: THE PROBLEM WITH A PRIVATE REALTOR

109. On the bottom of page-4⁷⁷ in lines 21-25, of the transcript of evidence⁷⁸ from the 8/1/2019 hearing in Chancery Court, defendant Story stated, "The problem with the private realtor is that Mr. Fenton posts these kind of documents that are -- this is the do not enter my property, and I'll hand you a copy of that."

110. That statement was absurdly false.

111. This was part of defendant Story's "fraudulent narrative" and smear campaign to assassinate my character, to abusively bias the court against me, absent of truth, facts, and honorable testimony.

112. By making this statement, defendant Story violated the Tennessee Supreme Court's Rules of Professional Conduct by testifying as a witness, without any firsthand knowledge, while making entirely false and bias statements to mislead the court.

113. Defendant Story again violated Tenn. R. Sup. Ct. 3.4 - Fairness to Opposing Party and Counsel: "A lawyer shall not: (e) in trial, (1) allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence; or (2) assert personal knowledge of facts in issue except when testifying as a witness; or (3) state a personal opinion as to the justness of a cause, the credibility of a witness, the culpability of a civil litigant or the guilt or innocence of an accused".

114. Defendant Binkley not only allowed defendant Story to abusively bias the court with

⁷⁷ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2821

⁷⁸ https://rico.jeffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

harassing and fraudulent claims without meaningful merit, but defendant Binkley assisted defendant Story in her vexatious and unethical tactics, depriving me of any chance to be heard by an equal and impartial tribunal.

115. I was a licensed real estate agent in the State of Tennessee for 16 ½ years, with access to hundreds of millions of dollars' worth of Middle Tennessee real estate, without one single complaint filed against me throughout my career.

116. I was a highly skilled and capable residential real estate "listing agent". I was able to *market* and *sell* properties in Middle Tennessee for *top-dollar*, as good if not better than anyone else who my wife and I had knowledge and experience working with.

117. If ever my ex-wife and I had reached terms by which we could sell our home amicably together, then I would have removed any signage which might have hindered the full sales potential of our property. It is both obscene and unsubstantiated to suggest otherwise.

(14) STORY'S LIE: IT'S A TOXIC MARRIAGE

118. On page-8⁷⁹ in line 6, of the transcript of evidence⁸⁰ from the 8/1/2019 hearing in Chancery Court, defendant Story stated, "It's a toxic marriage."

119. That statement was false.

120. In truth, it was a "toxic divorce", because in the end Ms. Fenton and her counsel refused to operate honestly in good faith or allow any division by which we both had a fair chance

⁷⁹ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2825

⁸⁰ https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

at rebuilding our lives.

121. Once again, this was defendant Story “*testifying as a witness*” to something which she was never a witness to. That is a repeated theme throughout each hearing.

122. Regardless of whether or not defendant Story’s claimed “*merits*” contain any truth or not (while most did not), the *language* used by defendant Story to harshly bias the court against me was a clearly unethical violation of the State of Tennessee’s Rules of Professional Conduct, because it was *unfair to the opposing party and counsel*,⁸¹ while being *prejudicial to the administration of justice*.⁸²

123. My wife would have never stayed with me for fifteen years (thirteen married and two prior) if we had a “toxic marriage”. Especially since *she made the majority of the money* in our family and could have easily left me anytime that she wanted.

124. Ms. Fenton was not bound by anything other than the life, liberty, and happiness which she found in our marriage.

125. It is unreasonable to believe otherwise, based solely upon her testimony or that of her attorney, *after the relationship had ended*, as part of contested divorce action, where critical decisions affecting her financial future hung in the balance.

126. Discovery was needed to fairly substantiate any such claims, while meaningful

⁸¹ Tenn. R. Sup. Ct. 3.4 - Fairness to Opposing Party and Counsel: “A lawyer shall not: (e) in trial, (1) allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence; or (2) assert personal knowledge of facts in issue except when testifying as a witness; or (3) state a personal opinion as to the justness of a cause, the credibility of a witness, the culpability of a civil litigant or the guilt or innocence of an accused”.

⁸² Tenn. R. Sup. Ct. 8.4 - Rule 8.4 - MISCONDUCT: “It is professional misconduct for a lawyer to: (c) engage in conduct involving dishonesty, fraud, deceit, or misrepresentation; (d) engage in conduct that is prejudicial to the administration of justice”.

evidence needed to be produced from throughout the term of our marriage, not just since Ms. Fenton had abandoned our marital residence and decided to get a divorce.

127. Furthermore, no such production of evidence should have been taken as if a *matter of fact* by the court without allowing the other party [me] to produce evidence of my own, to cross examine their claims, and to be equally heard before reaching any substantial conclusions about facts which were clearly disputed and so critical to the outcome of the case.

128. The court never allowed discovery to begin. Defendant Story never honestly, ethically, or fairly introduced, discussed, or argued any real issues from our marriage, which subsequently lead to our divorce.

129. It was entirely a smear campaign. An unethical character assassination, intended to *cloud* the facts and the laws while I was illegally deprived of my critical and essential property interests, needed to simply survive and rebuild any sort of financially independent life again. In stark violation of the State of Tennessee's Rules of Judicial and Professional Conduct.

(15) STORY'S LIE: IT'S BEEN UNBELIEVABLY DIFFICULT JUST DEALING WITH MR. FENTON

130. On page-8⁸³ in lines 6-8, of the transcript of evidence⁸⁴ from the 8/1/2019 hearing in Chancery Court, defendant Story stated, "It's been unbelievably difficult just dealing with Mr. Fenton to even get him served."

131. That statement was false.

⁸³ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2825

⁸⁴ https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

132. Defendant Story repeatedly and abusively served me, over and over, to bully, intimidate, harass, stalk, and abuse me via the courts, as she continued throughout the entire case.

133. By stating this, defendant Story violated Tenn. R. Sup. Ct. 3.3 - Candor Toward the Tribunal: “(a) A lawyer shall not knowingly: (1) make a false statement of fact or law to a tribunal.” And Tenn. R. Sup. Ct. 3.4 - Fairness to Opposing Party and Counsel: “A lawyer shall not: (b) falsify evidence, counsel or assist a witness to offer false or misleading testimony; or (e) in trial, (1) allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence.”

134. This was also a “non-issue”, being mentioned by defendant Story to fabricate a fraudulent court record, in alignment with her fraudulent narrative, which was based upon her fraudulent misrepresentation of my person and my character, as well as the circumstances which gave rise to our divorce.

135. Regardless of whether anything defendant Story said in court was in fact true or false (while I’m providing clear evidence here that most was false), almost every sentence she spoke was a flagrant violation of the Tennessee Supreme Court’s Rules of Professional Conduct.

136. Upon information and belief, everything done in the Chancery Court was literally a “strategic distraction” to cloud the ruling facts and laws being violated by the courts and counsel.

137. Attorney Story continued violating the State of Tennessee’s Rules of Professional Conduct throughout almost every *sentence* she spoke during this hearing on 8/1/2019.

138. If necessary, I will try to document each and every violation, **but it is obscenely overwhelming**. At what point is defendant Story deemed a discredited **liar** by the court, so that I

no longer must **prove** every single sentence of my testimony, for fear of my case being dismissed for lack of meaningful merits? Once again, I beg the court to intervene and help the obviously injured party receive justice, instead of allowing Ms. Story's crimes to continue to be covered-up because I'm simply incapable of procedurally defeating her without the court prioritizing my natural human and constitutional rights over technicalities and procedures, while demanding that any definition for justice include honesty, truth, honor, and good-faith pleadings.

139. The court is likewise charged with the responsibility to take action and discipline both attorney and judicial misconduct, while I have gone to tremendous pains to provide the court with an abundance of irrefutable evidence clearly showing defendant Story has unquestionably lied over and over and over. I am likewise in the process of proving to the court that the other defendants in this case, with only a few exceptions, have been made aware of the attorney and judicial misconduct in my case, and have violated their oaths of office, along with the codes of conduct requiring the courts to self-police and report misconduct by other officers of the court. I tried everything known within my power for years struggling to obtain the slightest cure, simply so I could move forward with my life, obtain the vocational training and employment needed to begin rebuilding my life, so that I not end up homeless or be a liability upon my family or the government, neither of which was ever an issue until the defendants herein ambushed me. Unfortunately, most of the people named in this complaint absolutely refused me the most miniscule humanitarian consideration, as eventually you will see, so I have been left with no choice but to litigate as if my life depends upon it, because it literally does.

TENNESSEE SUPREME COURT RULES OF JUDICIAL CONDUCT

TENN. R. SUP. CT. 1.1 - COMPLIANCE WITH THE LAW

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

TENN. R. SUP. CT. 1.2 - PROMOTING CONFIDENCE IN THE JUDICIARY

141. A judge shall act at all times in a manner that promotes public confidence in the independence, integrity, and impartiality of the judiciary, and shall avoid impropriety and the appearance of impropriety.

TENN. R. SUP. CT. 2.2 - IMPARTIALITY AND FAIRNESS

142. A judge shall uphold and apply the law, and shall perform all duties of judicial office fairly and impartially.

- [1] To ensure impartiality and fairness to all parties, a judge must be objective and open-minded.

TENN. R. SUP. CT. 2.3 - BIAS, PREJUDICE, AND HARASSMENT

143. (A) A judge shall perform the duties of judicial office, including administrative duties, without bias or prejudice.

144. (B) A judge shall not, in the performance of judicial duties, by words or conduct manifest bias or prejudice, or engage in harassment, including but not limited to bias, prejudice, or harassment based upon race, sex, gender, religion, national origin, ethnicity, disability, age, sexual orientation, marital status, socioeconomic status, or political affiliation, and shall not permit court staff, court officials, or others subject to the judge's direction and control to do so.

145. (C) A judge shall require lawyers in proceedings before the court to refrain from manifesting bias or prejudice, or engaging in harassment, based upon attributes including but not limited to race, sex, gender, religion, national origin, ethnicity, disability, age, sexual orientation, marital status, socioeconomic status, or political affiliation, against parties, witnesses, lawyers, or others.

- [1] A judge who manifests bias or prejudice in a proceeding impairs the fairness of the proceeding and brings the judiciary into disrepute.

TENN. R. SUP. CT. 2.4 - EXTERNAL INFLUENCES ON JUDICIAL CONDUCT

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

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

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

TENN. R. SUP. CT. 2.5 - COMPETENCE, DILIGENCE, AND COOPERATION

148. (A) A judge shall perform judicial and administrative duties competently, promptly

and diligently.

TENN. R. SUP. CT. 2.6 - ENSURING THE RIGHT TO BE HEARD

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

150. (B) A judge may encourage settlement of disputed matters in a proceeding but shall not act in a manner that coerces any party into settlement. A judge who participates in a judicial settlement conference shall not preside over the trial or any other contested issue in that matter.

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

TENN. R. SUP. CT. 2.8 - DECORUM, Demeanor, AND COMMUNICATION WITH JURORS

151. (A) A judge shall require order and decorum in proceedings before the court.

152. (B) A judge shall be patient, dignified, and courteous to litigants, jurors, witnesses, lawyers, court staff, court officials, and others with whom the judge deals in an official capacity, and shall require similar conduct of lawyers, court staff, court officials, and others subject to the judge's direction and control.

TENN. R. SUP. CT. 2.9 - EX PARTE COMMUNICATIONS

153. (A) A judge shall not initiate, permit, or consider ex parte communications, or consider other communications made to the judge outside the presence of the parties or their

lawyers, concerning a pending or impending matter, except as follows:

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

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

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

TENN. R. SUP. CT. 2.12 – SUPERVISORY DUTIES

157. (A) A judge shall require court staff, court officials, and others subject to the judge's direction and control to act in a manner consistent with the judge's obligations under this Code.

- [1] A judge is responsible for his or her own conduct and for the conduct of others, such as staff, when those persons are acting at the judge's direction or control. A judge may not direct court personnel to engage in conduct on the judge's behalf or as the judge's representative when such conduct would violate the Code if undertaken by the judge.

TENN. R. SUP. CT. 2.15 – RESPONDING TO JUDICIAL AND LAWYER MISCONDUCT:

158. (A) A judge having knowledge that another judge has committed a violation of this Code that raises a substantial question regarding the judge's honesty, trustworthiness, or fitness as a judge in other respects shall inform the appropriate authority.

159. (B) A judge having knowledge that a lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question regarding the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects shall inform the appropriate authority.

160. (C) A judge who receives information indicating a substantial likelihood that another judge has committed a violation of this Code shall take appropriate action.

161. (D) A judge who receives information indicating a substantial likelihood that a lawyer has committed a violation of the Rules of Professional Conduct shall take appropriate action.

- [1] Taking action to address known misconduct is a judge's obligation. Paragraphs (A) and (B) impose an obligation on the judge to report to the appropriate disciplinary authority the known misconduct of another judge or a lawyer that raises a substantial question regarding the honesty, trustworthiness, or fitness of that judge or lawyer.
- [2] A judge who does not have actual knowledge that another judge or a lawyer may have committed misconduct, but receives information indicating a substantial likelihood of such misconduct, is required to take appropriate action under paragraphs (C) and (D).

CANON 3 (B)(3)

162. A judge should take or initiate appropriate disciplinary measures against a judge or lawyer for unprofessional conduct of which the judge may become aware.

163. Had defendant Binkley *obeyed his oath of office, the federal Canons, and the*

Tennessee Supreme Court's *Rules of Judicial Conduct*, he would have *required* defendant Story to *stop* slinging *bias, harassment, and abuse* around his court room. He would have *prohibited* her from "*testifying as a witness*" to nearly everything that she said in court, when she clearly was a witness to none of it. He would have *corrected* her and/or *disciplined* her when she made completely *false statements* about *matters of law*. He would have never decided to order the *forced deprivation of my property* during the very first hearing, before *discovery* began. Without allowing my counsel even *one week* to prepare my *defense*, due to the *negligence* of my prior counsel who *failed to perform*, at absolutely no fault of my own. Especially when the court knew that such an order would literally render me *homeless, destitute, unemployed, and unemployable*, while discarding *hundreds of thousands of dollars'* worth of my *critical and essential*, hard earned and *irreplaceable* property interests, without affording me *an opportunity to save my property interests*, or at the very least to *mitigate my losses in my property interests*, prior to the *forced deprivation* of my life's work, investments, and wealth, **without one dollar to my benefit.**

164. Had defendant Binkley acted ethically and legally, he would have exercised care, caution, and adequate protection for my property interests and my only stream of income, at that time. As well as over my tenants legitimate leasehold property interests. Allowing all the affected parties to perform discovery and be fully heard before harming a single one of us. He would not have exercised jurisdiction over property, which the state courts were specifically prohibited from exercising jurisdiction over, by federal law, because it had been included in a *federal bankruptcy estate*, while the property was *core* to the bankruptcy filing itself. All which defendant Binkley *reasonably should have known*.

165. Especially when the bankruptcy was *filed* and the *estate* formed 39-days before any action was filed in the Chancery Court, clearly giving the *federal courts* both *original* and *exclusive jurisdiction* over the marital residence. These were routine matters of law, which the “members of the court” all *reasonably should have known*, while I believe they did, but they refused to *respect* and *obey* the *law*.

166. Had defendant Binkley obeyed his oath of office, he would have demonstrated *respect* for my *constitutional rights*, bankruptcy *laws*, and care or interest in me obtaining a *fair* divorce and having an *opportunity* to *rebuild* my life and *survive* without becoming *geographically displaced* by hundreds of miles or becoming a *financial liability* upon my *family* or the *government*. Neither had ever been the case previously, and neither should have been the case moving forward, but some *care* and *justice* was needed to *protect* me.

167. Had defendant Binkley **obeyed** the State of Tennessee’s *Rules of Judicial Conduct*, he would have *required* defendant Story to *speak* in court, in a manner which *complied* with the Tennessee Supreme Court’s *Rules of Professional Conduct*, thereby maintaining a *neutral, unbiased, and impartial* atmosphere in the court, where *honest* issues could be *heard* and *justice* were possible. **Unfortunately, he did not.**

168. I’m going to skip ahead now, in hopes of not losing the attention of the reader, to point out an even more significant problem during this hearing, than strategic misconduct and fraudulent character assassination.

① FALSE CLAIM OF LAW: WE DIDN'T SIGN A LEASE - WE DIDN'T AUTHORIZE ANY RENTERS - THE RENTERS NEED TO GO

E-1 (9:8-12):

8 with. So he's going to say that he doesn't have
9 anyplace to live⁸⁵, and that he has renters⁸⁶. He has
10 gotten renters in there. Well, we didn't sign a
11 lease⁸⁷. We never authorized any renters⁸⁸ to be in
12 that house. I think the renters need to go.

169. Defendant Story's statement, "*I think the renters need to go.*" is a clear violation of Tenn. R. Sup. Ct. 3.4 - Fairness to Opposing Party and Counsel (e) in trial, (3) *state a personal opinion as to the justness of a cause*, the credibility of a witness, the culpability of a civil litigant or the guilt or innocence of an accused".

IT DOES NOT MATTER WHAT DEFENDANT STORY THINKS

170. It does not matter what defendant Story "thinks", she is not allowed to project her *opinions* in court. It is the judge's job solely to make conclusions of law.

171. Defendant Story clearly sought to (and succeeded at) influencing judge Binkley by means prohibited by law. By violating the Rules of Professional Conduct and slinging her

⁸⁵ See attached exhibit Tenn. Code § 39-16-507, Tenn. Code § 39-16-503, Tenn. Code § 29-41-101 §§ 106, 3, along with Which is TRUE, without me being forced out of the State of TN, which is illegal & unethical since SHE summoned me to participate in multiple legal actions. Yet they still do. Filing DEFAULTS!

⁸⁶ Which is TRUE, and my ONLY Source of Provision by which to be able to remain in Tennessee, at this specific juncture. After my ex-wife stopped all support, without NOTICE, at Story's que.

⁸⁷ Fraudulently implying that I could not legally enter a lease without my ex-wife's permission and signature. Which is a false representation of MATTERS OF LAW.

⁸⁸ Again, fraudulently misrepresenting real estate deed laws and landlord tenant laws.

substantially fraudulent character assassination about myself around the court, while forcefully stating her opinions, which is expressly prohibited. While Judge Binkley refused or failed his judicial supervisory duties to correct her and allowed her misconduct to continue.

172. Tenn. R. Sup. Ct. 3.5 - Impartiality and Decorum of The Tribunal: *A lawyer shall not: (a) seek to influence a judge, juror, prospective juror, or other official by means prohibited by law*”.

173. What defendant Story said there was even more seditious than seeking to influence the judge by a prohibited means with her *opinion*, while weaving *strategic deception* into her statement.

WHY DID DEFENDANT STORY TESTIFY FOR ME?

174. In lines 8 and 9 defendant Story stated, “...So he’s going to say that he doesn’t have anyplace to live, and that he has renters. He has gotten renters in there.”

175. Why is defendant Story dominating the narrative in the hearing to the point of testifying on my behalf? She appears to be trying to control the statements of facts which are put on the record, but she is not allowed to assert personal knowledge of facts involving me and my testimony. This is obscenely inappropriate and another violation of Tenn. R. Sup. Ct. 3.4 - Fairness to Opposing Party and Counsel: *A lawyer shall not: (e) in trial, (2) assert personal knowledge of facts in issue except when testifying as a witness.*”

176. Had defendant Story not been a close family friend of defendant Binkley, and had defendant Binkley performed his judicial supervisory duties in alignment with his office, by requiring defendant Story to comply with the Tennessee Supreme Court’s Rules of Professional Conduct, while maintaining an impartial atmosphere in the court, to promote equality and fairness,

while preventing harassment and abuse under color of law, defendant Binkley had an ethical responsibility and duty to stop defendant Story's almost non-stop misconduct before him in court.

177. Lastly, in the few sentences above, defendant Story also strategically planted deception into the court record, when she stated, "He has gotten renters in there. Well, we didn't sign a lease. We never authorized any renters to be in that house. I think the renters need to go."

178. Defendant Story incorrectly implied that I had no legal right to obtain roommates/renters in my home, without Ms. Fenton's permission and signature on their leases.

179. That implication is not only false and in bad faith, but it is based upon a false representation "about a matter of law". (Which is even further misconduct, that the judge should have never allowed in court, further proving judicial bias and/or collusion.)

180. Defendant Story does this *many times* throughout this case, but that doesn't make her tactics *lawful* or *ethical*.

FRAUD

181. At the least offensive level, defendant Story's implication is that one spouse (myself, the husband) lacks the authority to lawfully execute a lease agreement for marital property owned by both husband and wife, without the approval and signatures of both spouses.

182. That is false.

183. This is where I believe that defendant Binkley became "guilty by association", if he wasn't already a party to defendant Story's conspiracy against my rights and property. In hindsight though, I'm forced to conclude that he probably was.

184. Clearly nothing lawful or ethical took place after this point in docket #48419B.

TENNESSEE LANDLORD TENANT ACT

- T.C.A. § 66-28-101. Short title. This chapter shall be known and may be cited as the “Uniform Residential Landlord and Tenant Act.”
- T.C.A. § 66-28-102. Application — Preemption.
 - (a) This chapter applies only in counties having a population of more than seventy-five thousand (75,000), according to the 2010 federal census.
 - (b) This chapter applies to rental agreements entered into or extended or renewed after July 1, 1975...
- T.C.A. § 66-28-103. Purposes — Rules of construction.
 - (a) This chapter shall be **liberally construed** and **applied** *to promote its underlying purposes and policies*.
 - (b) Underlying purposes and policies of this chapter are to:
 - (1) *Simplify, clarify, modernize and revise the law governing the rental of dwelling units and the rights and obligations of landlord and tenant;*
 - (2) Encourage landlord and tenant to maintain and improve the quality of housing;
 - (3) *Promote equal protection to all parties;* and
 - (4) Make uniform the law in Tennessee.

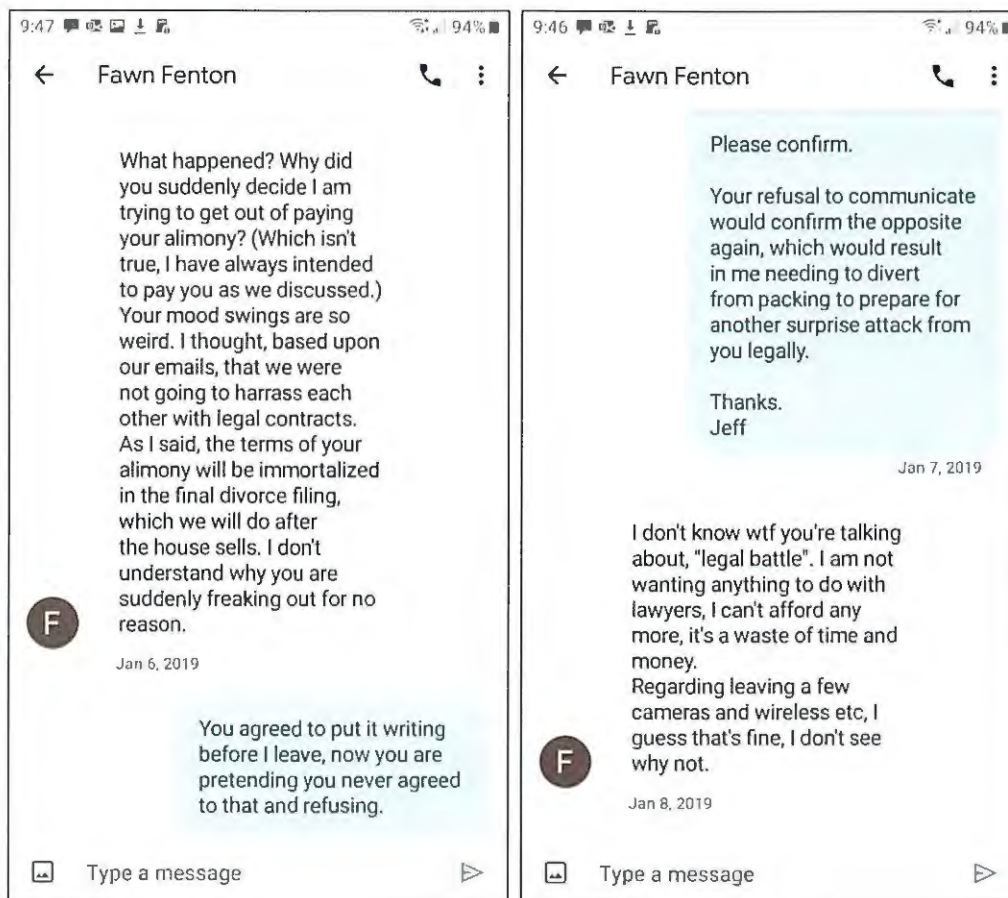
Initials: 

- (c) Unless displaced by this chapter, the principles of law and equity, including the law relating to capacity to contract, health, safety and fire prevention, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, or other validating or invalidating cause supplement its provisions.
- (d) This chapter being a general chapter intended as a unified coverage of its subject matter, *no part of it is to be construed as impliedly repealed by subsequent legislation if that construction can reasonably be avoided.*
- (e) In the counties in which this chapter applies, *this chapter occupies and preempts the entire field of legislation concerning the regulation of landlords and tenants.* The governing body of a county subject to this chapter shall not enact or enforce regulations that conflict with, or are an addition to, this chapter. (But that is what defendants Story and Binkley unlawfully did.)
- T.C.A. § 66-28-104. Chapter definitions.
 - (A) “Owner” means one (1) or more persons, *jointly or severally*, in whom is vested:
 - (i) All or *part* of the legal title to property; or
 - (ii) **All or *part* of the beneficial ownership and a right to the present use and enjoyment of the premises;** (Which was unequivocally me, because my wife had abandoned our marital residence roughly a year prior, while I was known to be the party in possession of our home.)

**I NEVER NEEDED MS. FENTON'S PERMISSION OR SIGNATURE
TO EXECUTE A LEASE FOR ROOMMATES**

185. I never needed Ms. Fenton's permission, agreement, or signature to execute legally binding lease agreements for portions of our marital residence, while I also lived there. These were roommates which I had prior to knowing anything about Ms. Fenton's plans to secretly file bankruptcy, seeking to liquidate and discard our home, or hiring attorneys again toward another contested divorce action.

186. Ms. Fenton had assured me that she was done with attorneys, as is evident in her text message from January 8th, 2019, below:



Initials: *RS*

187. There was no legal action pending or expected at the time when I obtained roommates in good faith, to try to alleviate my wife of some of her financial responsibilities, while providing me with needed income, to help me cash-flow during that season.

188. Defendant Story continued to testify in bad faith during the 8/1/2019 in Chancery Court:

② FALSE CLAIM OF LAW: ESCAPE CLAUSE & PROPERTY OWNER

E-1 (10:11-16):

11 MS. STORY: I feel sure we have an
12 escape clause⁸⁹ because my client didn't sign the
13 lease. She is the owner of the property⁹⁰.
14 THE COURT: Is she the only titled⁹¹
15 owner?
16 MS. STORY: Both of them.
17 THE COURT: Okay.

189. This is outright fraud upon the court by defendant Story, while defendant Binkley recognized her fraudulent claims of law, but failed or refused to correct her misconduct or to require defendant Story to comply with the Tennessee Supreme Court's clear Rules of

⁸⁹ No "escape clause" is legally required, and even if it were, that would not void the entire lease.

⁹⁰ https://rico.jefffenton.com/evidence/2011-04-29_fenton-marital-residence-tenancy-by-entirety.pdf
https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-premarital-assets-invested.pdf
https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-brentwood-tn-deed.pdf
<https://rico.jefffenton.com/evidence/1986-sunnyside-brentwood-tn-2019-property-taxes.pdf>
<https://rico.jefffenton.com/evidence/1986-sunnyside-property-improvement-highlights.pdf>

⁹¹ AH! The crux of the LIE upon both the Chancery and Bankruptcy Courts, in harmony!

Professional Conduct throughout this hearing.

190. In addition to defendant Story's fraudulent claim that Ms. Fenton is "the owner of the property", without mentioning my equal or greater investment in and ownership of our equally deeded marital residence as "tenants by the entirety", she is again making false claims "about matters of law".

191. Defendant Story stated, "I feel sure we have an escape clause because my client didn't sign the lease."

192. Again, defendant Story leveraged the authority of her office as a powerful respected "member of the court", to falsely imply that an "escape clause" is required by law, due to Ms. Fenton's ownership interest in our marital residence. While that claim is not only false, it is almost the exact opposite of the law.

193. I've already shown the portions of the State of Tennessee's Landlord and Tenant Act which show that I never needed my ex-wife's permission or signature to execute completely lawful binding lease agreements with my roommates. Now let me address this fraudulent claim about an "escape clause".

194. An "escape clause" would in effect let the landlord out of his obligations to the tenant in the contract, by some predetermined metric or condition. Such a condition could protect the landlord but would offer no protection whatsoever to the tenants.

195. There is no duty or requirement that a lease agreement have an "escape clause". In fact, there are provisions which are expressly prohibited by the Tennessee Landlord Tenant Act from being in a lease, which provide landlords with too much freedom to "escape", without

providing tenants with adequate protection in their lease.

196. To understand the ruling principals of law here, one must look to the Rules of Construction:

- T.C.A. § 66-28-103. Purposes — Rules of construction.
 - (a) This chapter shall be liberally construed and applied to promote its underlying purposes and policies.
 - (b) Underlying purposes and policies of this chapter are to:
 - (1) Simplify, clarify, modernize and revise the law governing the rental of dwelling units and the rights and obligations of landlord and tenant;
 - (2) Encourage landlord and tenant to maintain and improve the quality of housing;
 - (3) Promote equal protection to all parties; and
 - (4) Make uniform the law in Tennessee.
 - (c) Unless displaced by this chapter, the principles of law and equity, including the law relating to capacity to contract, health, safety and fire prevention, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, or other validating or invalidating cause supplement its provisions.

- (d) This chapter being a general chapter intended as a unified coverage of its subject matter, no part of it is to be construed as impliedly repealed by subsequent legislation if that construction can reasonably be avoided.

197. One of the main purposes of the State of Tennessee’s Landlord and Tenant Act is to provide uniformity and security to both the landlord and the tenant, while having a concise set of codes covering the different aspects of law which are involved in a landlord and tenant relationship.

198. For anything which is not specifically spelled out in this code, the presumption must be to remain in harmony with the declared purposes of this chapter, while protecting both the property interests and rights of both the landlord and tenant equally.

199. I believe that the two sections which most directly address the concept of an “escape clause” are those of “*prohibited provisions*” and “*unconscionability*”.

- T.C.A. § 66-28-203. Prohibited provisions.
 - (a) No rental agreement may provide that the tenant:
 - (1) Authorizes any person to confess judgment on a claim arising out of the rental agreement;
 - (2) Agrees to the exculpation or limitation of any liability of the landlord to the tenant arising under law or to indemnify the landlord for that liability or the costs connected with such liability.

- (b) A provision prohibited by subsection (a) included in an agreement is unenforceable. Should a landlord willfully provide a rental agreement containing provisions known by the landlord to be prohibited by this chapter, the tenant may recover actual damages sustained. The tenant cannot agree to waive or forego rights or remedies under this chapter.

200. The final sentence of which pretty well encapsulates what no “escape clause” can lawfully include: *The tenant cannot agree to waive or forego rights or remedies under this chapter.*

201. Yet the defendants in this case denied and refused myself and my tenants our lawful and equitable property interests, rights and remedies, through fraud on the court(s), by members of the court(s). Using false claims of law, in a State court which had no lawful jurisdiction to hear or decide property interests included in a federal bankruptcy estate, prior to any action being filed in State court. While our property interests were core to the bankruptcy action, without which the bankruptcy would have never been filed. Yet I was unlawfully deprived of notice and participation in the bankruptcy court, because the bankruptcy court **could not** lawfully deprive me of my property interest or force the sale of our property, because it failed to meet the requirements in 11 U.S.C. § 363.

SAVINGS CLAUSE

202. Though my leases didn’t include an “escape clause” (which isn’t required), they did include a “savings clause”, to protect the interests of both the landlord and the tenant in the event a court found some term or portion of the lease agreements objectionable.

203. In section 23 of my lease agreements⁹², they state, “SAVINGS CLAUSE If any provision of this Lease Agreement is determined in a court of law to be in conflict with any Federal, State or Local Statute or Ordinance, the nullity of that specific provision shall not affect the other provisions of this Lease Agreement which can be given effect in the absence of the nullified provision, and to this end the provisions of this Lease Agreement are severable.”

204. This “SAVINGS CLAUSE” was in alignment with the State of Tennessee’s Landlord and Tenant Act, as codified in the section titled “Unconscionability”:

- 66-28-204. Unconscionability.
 - (a) If the court, as a matter of law, finds:
 - (1) A rental agreement or any provision thereof was unconscionable when made, *the court shall enforce the remainder of the agreement without the unconscionable provision*, or limit the application of any unconscionable provision to avoid an unconscionable result; or
 - (2) A settlement in which a party waives or agrees to forego a claim or right under this chapter or under a rental agreement was unconscionable at the time it was made, the court shall enforce the remainder of the settlement without the unconscionable provision, or limit the application of any unconscionable provision to avoid the unconscionable result.

⁹² https://rico.jefffenton.com/evidence/2019-03-26_fenton-sunnyside-roommate-lease-merriman.pdf
https://rico.jefffenton.com/evidence/2019-04-09_fenton-sunnyside-roommate-lease-garcia.pdf

- (b) If unconscionability is put into issue by a party or by the court upon its own motion, the parties shall be afforded a reasonable opportunity to present evidence as to the setting, purpose, and effect of the rental agreement or settlement to aid the court in making the determination.
- (c) A provision in a rental agreement that authorizes a landlord to hold a tenant in breach of the rental agreement in accordance with § 66-28-505(f) is not unconscionable and is fully enforceable.

205. Unlike the demands of defendant Story in Chancery Court on 8/1/2019, this lease agreement was not “voidable”. In fact, this “Savings Clause” would lawfully survive almost any legal attempt to nullify this lease agreement, due to some unconscionable term or omission.

206. The codified law above states explicitly even if there were any credence to defendant Story’s claims about the lease containing some unconscionable term, the court was required to: *“the court shall enforce the remainder of the agreement without the unconscionable provision”*

207. This was not a discretionary matter for the court. The Williamson County Chancery Court along with defendants Story and Binkley intentionally misrepresented and violated both State and Federal laws, while completely ignoring/denying my constitutional rights along with my lawful and equitable property interests.

208. There is one more absolutely false representation of law made by defendant Story during this hearing, which needs to be mentioned. Rather than correcting defendant Story’s clearly fraudulent claims of law, defendant Binkley instead sat listening to her from the bench, while he

nodded his head up and down and grunted sounds of agreement with defendant Story's lies.

③ FALSE CLAIM OF LAW: OBVIOUSLY, HE CANNOT BIND A NEW OWNER TO COMPLY WITH THIS LEASE SO THAT IS A VOIDABLE CONTRACT

209. During the 8/1/2019 hearing in Chancery Court, as evident on pages 27 and 28 of the original certified transcripts of evidence from that hearing, defendant Story fraudulently stated the following in regards to my lease agreements with my two tenants/roommates who were living with me and helping me pay the bills:

10 MS. STORY: -- that he did, and it
11 says sale. Under the sales provision that any
12 time during this lease, if the landlord decides to
13 sell, if landlord sells this property or places
14 it up for sale, whether voluntarily or by court
15 order, or in any way the ownership of this
16 property or rights to sell this property are
17 conveyed to another party, whether by foreclosure
18 or other legal process -- which is going to happen
19 soon if we don't get it on the auction block
20 within 30 days or so -- during the term of
21 tenancy, this tenancy per this agreement, the
22 assuming owner or controlling party and their
23 agents and assigns must continue to comply in
24 full with the terms of this lease.

25 **Well, obviously he cannot bind a new**
1 **owner to comply with this lease, so that is a**
2 **voidable contract. There's no way that that**

3 tenant could go after the assuming owning or
4 controlling party or their agents.

210. **These are basic property rights and contract law.** A lease is bound *to the property*, not just the property owner. Anytime that a property owner sells a property which is *encumbered* by a *lease*, at the time of the sale, the owner must *disclose* the *lease* to all potential buyers. Then whoever purchases that property *purchases the lease* along with it and *is bound to the terms of that lease, for the duration of that lease, the same as the original owner was.*

211. I didn't even need to include that language in the lease, and it was still protected, because that is *the law of the land.*

212. There are very few exceptions. The lease survives bankruptcy, it even survives foreclosure, because of the federal Protecting Tenants at Foreclosure Act (PTFA). There are very few exceptions, and those that exist clearly did not apply here.

213. Defendants Binkley and Story knew that all day long, yet judge Binkley allowed defendant Story to make absolutely false egregious claims about matters of law, where he not only allowed her misconduct, but he participated in her misconduct, by making illegal court orders based upon completely false and fraudulent claims of law.

214. At this point, there can be no question about "*errors*".

215. Judge Michael W. Binkley was **bias** or **worse** and chose to not only allow but to participate in *attorney* and *judicial misconduct*. Which clearly exceeded the threshold to automatically *disqualify* judge Binkley per Tenn. R. Sup. Ct. 2.11(A)(1) & 28 U.S.C. § 455(a), (b)(1) from hearing the case and having any lawful authority over any matter thereafter, in docket

#48419B.

TENN. R. SUP. CT. 2.11 - DISQUALIFICATION

216. (A) A judge shall disqualify himself or herself in any proceeding in which the judge's impartiality might reasonably be questioned, including but not limited to the following circumstances:

217. (1) The judge has a personal bias or prejudice concerning a party or a party's lawyer, or personal knowledge of facts that are in dispute in the proceeding.

28 U.S.C. § 455 - DISQUALIFICATION OF JUSTICE, JUDGE, OR MAGISTRATE JUDGE

218. (a) Any justice, judge, or magistrate judge of the United States shall disqualify himself in any proceeding in which his impartiality might reasonably be questioned.

219. (b) He shall also disqualify himself in the following circumstances:

220. (1) Where he has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts concerning the proceeding;

THE LEVEL OF MISCONDUCT IS COMPLETELY "UNREASONABLE"

221. It doesn't matter if defendant Binkley or Story admit this or not, because to claim otherwise at this point is unconscionably **unreasonable**.

TENNESSEE SUPREME COURT TERMINOLOGY

222. For clarification on how the Tennessee Supreme Court defines "*reasonable*" and other similar terms, the following is copied directly from the "*terminology*" section of Tenn. R. Sup. Ct. 1.0:

223. (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.

224. (f) "Knowingly," "known," or "knows" denotes actual awareness of the fact in question. A person's knowledge may be inferred from circumstances.

225. (h) "Reasonable" or "reasonably," when used in relation to conduct by a lawyer, denotes the conduct of a reasonably prudent and competent lawyer.

226. (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.

EVERYTHING IN CHANCERY #49419B IS VOID AND MUST BE VACATED

227. The Chancery Court violated my rights and the law when it ordered my home to be liquidated (by absolute action with "no minimum"), without one penny to my benefit nor to the benefit of my ex-wife, to my knowledge.

228. The Chancery Court orders by Judge Binkley are obscenely bias, based upon false and fraudulent representations of law, with no good faith authority or jurisdiction to be spoken of.

229. Williamson County Chancery Court docket no. 48419B was a series of felony crimes committed against me, my tenants, and my family, under the color of law, without an honest, good faith, or honorable purpose in true pursuit of justice, as is required of all legal

pleadings by the federal rules of civil procedure.

230. The primary basis for everything in this case was “fraud on the court(s) by members of the court(s)”, which as a matter of law rendered everything in this docket **void**.

231. The court had no lawful jurisdiction or authority to exercise in these matters which was not disqualified for their disrespect for the codes of conduct, the judicial canons, the state and federal constitutions, along with both state and federal laws.

232. Everything that took place in the docket, after this point, was only that much more obscenely cruel and criminal, hence there is no way that the court could have retained any lawful judicial authority under Judge Michael W. Binkley.

233. **Everything in docket #48419B is void and must be vacated as a matter of law.** There is no lawful jurisdiction, authority, or discretion, upon which to sustain any order in this docket.

234. The fact that I have been fighting for justice or even the most remedial cure for over four years now, is an unconscionable miscarriage of justice which shall forever scar me and those I love.

**THE VIOLATIONS OF CONDUCT EXHIBITED IN THE MOTION TO SELL THE
MARITAL RESIDENCE IS OBSCENE...**

TENN. CODE § 39-16-507 – COERCION OR PERSUASION OF WITNESS⁹³

235. “(a) A person commits an offense who, by means of coercion, influences or attempts to influence a witness or prospective witness in an official proceeding with intent to influence the witness to: (3) ...to be absent from an official proceeding to which the witness has been legally summoned. (b) A violation of this section is a Class D felony.”

236. I was geographically dislocated by 577 miles during the 8/29/2019 hearing in Chancery Court, based upon both attorney and judicial misconduct, fraud, combined with obstruction of justice.

237. Defendants Binkley and Story refused to use my sworn testimony and evidence which I filed on the chancery Court record on 8/29/2019. Furthermore denying me any opportunity to be heard, while using fraudulent protective orders to prevent my ex-wife and I from communicating, while holding my constitutional rights hostage to threaten my safety and freedom while extorting my silence about the misconduct by the courts and counsel, and retaliating against me for disclosing the misconduct to the Tennessee Court of Appeals.

238. Due to Ms. Fenton’s physical and mental health during this season, there were times when she was willing to negotiate towards a settlement in good faith, and others where she refused at all costs. Toward the end of 2018 we had reached a point where she was not being combative and spoke honestly with me again. On October 9th, 2018, Ms. Fenton sent me an email⁹⁴ which stated as follows:

⁹³ <https://law.justia.com/codes/tennessee/2019/title-39/chapter-16/part-5/section-39-16-507/>

⁹⁴ https://rico.jefffenton.com/evidence/2018-10-09_wife-does-not-want-to-keep-marital-residence.pdf

239. “At this point, to be honest, I do not really even want to keep the Sunnyside house. If the house is not sold, then I will be stuck paying for the very-expensive bills that come with the house, AND I will still have a ton of credit card debt from this divorce. I am emotionally burnt out, and Ken is making zero steps towards any transition plan for the company, so in a year or two I’d really like to take a less stressful job. I need life to be simpler to help me recover emotionally and financially after all of this upheaval. But I will be trapped as long as I’m saddled with the house + alimony + credit card debt. I don’t know if I can realistically handle the stress level of being forced to make a high salary only to give it all away every month for many years into the future.”

240. Though she did agree to our “Verbal Settlement Agreement⁹⁵” after this on October 27th, she ultimately returned to this position after being required to put her words in writing and sign her name. She simply froze and refused to move forward. During one of my visits with her at her apartment, she conceded that the alimony agreement was what had stopped her from signing our verbal settlement agreement so that we could move forward with amicably selling our home. To add insult to injury, defendant Story blamed this failure to perform upon me, while I did everything within my power to try to persuade her to proceed with our plans, but she refused.

241. Like an animal that is frozen in fear and doesn’t know which way to run, she just stopped. She wanted to remain friends, but she wasn’t interested in talking with me anymore about either selling our home or the divorce.

242. I knew that she was stalling to wait for her employer’s retirement⁹⁶. I shared that

⁹⁵ https://www.rico.jeffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf

⁹⁶ https://rico.jeffenton.com/evidence/2018-08-30_wife-notifies-about-employers-retirement.pdf

with Attorney Mitchell Miller during 2018, that was how we met. I didn't want to force her hand, but I was trying to figure out how to protect myself and even more importantly, how to protect my mother from losing all the money which she had loaned me during this tragic season. I had a gut feeling that Ms. Fenton was going to take a professional nosedive once her employer retired, to get a job making substantially less money, to then proceed with a divorce, so that I wouldn't be awarded nearly as much money in alimony.

243. I discussed this with Attorney Mitchell Miller, who recommended that I file for the divorce myself in 2018, to force Ms. Fenton into court while she still had a high income. He emphasized that if I acted first by filing for a divorce and afterwards she took a substantial pay cut, the court would frown upon that, as it would appear that she was intentionally trying to evade alimony.

244. I knew that he was right, I knew that she was no longer able to deal with me in good faith, even though she was being nice and wanted to remain friends after our divorce. She told me that she no longer wanted to talk about our divorce or selling our home... to stick to talking about cute critters⁹⁷.

245. That was why I had sought out and contacted Mr. Miller. I had a feeling that the "rug" was going to be "pulled out from beneath me" once again, and I wanted to protect myself, but not at the expense of hurting her. I refused. I didn't want to force more out of her than she was willing to give. I didn't want to force the person that I love the most in the world to divorce

⁹⁷ https://rico.jefffenton.com/evidence/2019-02-09_holding-pattern-with-wife-stick-to-cute-critters.pdf

me, even if it was financially to my advantage. I decided that I needed to find another way to protect myself, which was what I tried when I rented out two bedrooms, in hopes of becoming more financially independent before her boss retired and Ms. Fenton's career took a nose dive.

246. In time my wife eventually admitted to me why she had refused to go forward with our "Verbal Settlement Agreement", and that was because she was physically and emotionally exhausted, she knew that her employer was getting ready to retire and close their architecture firm⁹⁸, and she wanted to take a break from the highly demanding job which she had maintained for many years, while she even spoke of possibly working part-time for a season.

247. Our "Verbal Settlement Agreement" was contingent upon my wife paying me \$1,750 per month in transitional alimony (which can't be modified) for a duration of 6-years, as we were advised was "fair" by Sandy Arons MBA, the collaborative divorce financial expert we hired, who set our financial expectations for what was "fair" with all factors considered⁹⁹. Instead I was paid nothing, but this required they all but kill me, and so they did.

MS. FENTON SUFFERED FROM SERIOUS CATASTROPHIC HEALTH CONDITIONS WHICH WERE EXPLOITED BY HER COUNSEL

248. Ms. Fenton honestly suffered serious catastrophic health conditions for approximately the last three years of our marriage. Prior to that she had successfully managed having narcolepsy for about a decade using a one-of-a-kind sleep medication called "Xyrem¹⁰⁰",

⁹⁸ https://rico.jefffenton.com/evidence/2018-08-30_wife-notifies-about-employers-retirement.pdf

⁹⁹ https://rico.jefffenton.com/evidence/2018-07-12_aron-and-associates-divorce-planning.pdf

¹⁰⁰ <https://www.xyrem.com/>

which costs about \$11,000 per month, but was thankfully covered by our insurance. Unfortunately, when also afflicted with an early and severe case of menopause, she experienced extreme emotional instability and profuse sweating at night, disturbing her sleep and causing her life to become less and less manageable.

249. On February 6th, 2019, I sent Ms. Fenton a text asking, “You sleeping any better?”

250. On February 6th, 2019, Ms. Fenton sent me the following text messages¹⁰¹ in response:

251. “Nope. I just had an appointment today with my sleep doc at the Frist clinic... He is upping my Adderall prescription, but other than xyrem, there isn’t much to make me sleep better.”

252. “I also have been emailing with my GYN... Going to quit the hormones for now, they have more negative side effects and aren’t really helping. Going to try to let my body detox for a month or two, then might try xyrem again later.”

253. “No, haven’t taken xyrem at all for about 2 weeks now. Very tired, sleeping only in short 1-2 hour increments, but the night sweats are much milder without the xyrem.”

254. “My theory is that the root cause of the night sweats is menopause, but for some reason the sweating is much worse during deeper sleep. Xyrem effectively wasn’t doing its job anymore ... Even on strong dose of xyrem, I would wake up drenched after like 1 hour.”

255. “The sweats have been terrible ... On the xyrem, I would totally drench my clothes

¹⁰¹ https://rico.jefffenton.com/evidence/2019-02-05_menopause-narcolepsy-night-sweats-not-stalker.pdf

and all bed sheets about every 1 to 2 hours. Would wake up soaked, change all clothes and strip bed and change all sheets... Go back to sleep, and then wake up sopping wet again like another hour later. Could go through this like 4x per night. Wet clothes and linens hanging up everywhere.”

256. “So NOT taking the xyrem, I usually only have one episode of sweating per night, towards early morning, like between 3:am - 5:am. And it’s less sweating ... Still have to change clothes and sheets, but it’s not as bad. And for most of the night I can at least be comfortable, even if I’m not sleeping well.”

257. “Yup, there is no good solution right now. My sleep is trashed either way. Menopause sucks ass.”

258. “My sleep doc says “well, at least it’s temporary”, and I said yeah, I might get better in another 6 to 8 years...”

259. To which I replied and tried to lighten the mood by texting, “I think we need special institutions you can drop your wife off at for a decade, not allow her to use any sharp objects or credit cards, and an orderly comes in hourly and changes your sheets.”

260. To which Ms. Fenton responded to by texting, “That sounds kind of good right now.”

261. My wife’s counsel exploited her fragile state while also exploiting my known and fully disclosed disabilities as they robbed us both of the sum total of both our life’s savings, including our premarital retirement funds and even proceeds from our premarital homes, which had been invested into our beautiful Brentwood marital residence, worth over \$900k today.

262. They used fraudulent “default” protective orders, while refusing to use hundreds

of pages of sworn testimony along with clear and convincing evidence, which I already had filed on Chancery Court record, showing that the charges were obscenely false.

263. They lied in court on 8/29/2019 about allowing me to participate in the next hearing over the phone, while they wrongfully evicted me from my home, forcing me to become geographically dislocated by 600 miles, simply to survive the misconduct by the courts and counsel.

264. After having forcibly rendered me physically unable to participate in the hearing in person, because I had no shelter or provision remaining within the State of Tennessee, after the court wrongfully evicted first my tenants (my only stream of income in that moment due to the misconduct by the courts and counsel) followed by the wrongful eviction of myself, at the very beginning of my “divorce” proceeding, before discovery even began. (*This was a “Class D Felony” crime by defendants Binkley and Story, as codified below.*)

TENNESSEE PROPERTY LAWS – TENANCY BY THE ENTIRETY¹⁰²

a) Tenancy by the entirety is based on the concept that those who are married are not separate persons; rather, they “are but one person.” *Tindell v. Tindell*, 37 S.W. 1105, 1106 (Tenn. Ct. App. 1896) (quoting *Den v. Hardenbergh*, 10 N.J.L. 42, 45 (1828)); see *Taul v. Campbell*, 15 Tenn. (7 Yer.) 319, 333, 15 Tenn. 318 (1835) (noting that a husband and wife “take but one estate, as a corporation would take, being by the common law deemed but one person”).

b) Co-tenants in a tenancy by the entirety do not hold their interest by moieties (by parts), they hold by the entirety: “Each is not seised of an undivided moiety, but both are . . . seised of the

¹⁰² <https://bwp.tnble.org/wp-content/uploads/2019/09/Property-Law.pdf>

whole. They are seised, not *per my et per tout* [by the half and by the whole], but solely and simply *per tout* [by the whole].” *Tindell*, 37 S.W. at 1106 (quoting *Den*, 10 N.J.L. at 45).

c) Accordingly, “When property is held in a tenancy by the entirety, upon the death of one spouse, the survivor continues to own the whole in fee simple,” *Bryant* at 400, and the laws of descent and distribution do not apply. *Grahl v. Davis*, 971 S.W.2d 373, 378 (Tenn. 1998) (citing *Sloan v. Jones*, 192 Tenn. 400, 241 S.W.2d 506, 509 (Tenn. 1951)).

d) Because spouses in a tenancy by the entirety are treated as one person, when the property is real estate, a spouse in such a tenancy cannot sever it unilaterally by transferring a portion of the property without the assent of the other spouse – doing so would destroy the other spouse’s ownership interest in the whole. See *Bryant* 522 S.W.3d 392, 401 (citing *Tindell*, 37 S.W. at 1106). *But see* *In re Estate of Fletcher* 538 S.W.3d 444 (Tenn. 2017), which held that when funds are withdrawn from a bank account held by a married couple as tenants by the entirety, such funds cease to be entireties property.

e) This means that a deed of trust/mortgage signed by one spouse only does not create an encumbrance on the real property except as to the signer’s right of survivorship. A judgment lien does not become a lien on the real property (even when recorded as required under Tennessee law). Under Tennessee law, however, a creditor of one spouse may get a lien on the survivorship interest of such debtor -spouse. See *In re Walls*, 45 Bankr. 145 (Bankr. E.D. Tenn. 1984).

265. Ms. Fenton and I fluidly transferred debts amongst our credit lines, both secure and unsecure, revolving and term, to wherever the debts made the most financial sense for us both at

any given time. (The lowest fees, the best interest rates, while trying to group associated charges for entity specific tax purposes and business write-offs.) This changed in different seasons of our marriage, depending upon our family's income, debts, goals, and challenges.

266. We did not make any financial decisions of significant consequence without us both being in agreement, at the very least, at the point and time when the decisions were made.

267. If any credit card balances were transferred from cards in my name to cards in Ms. Fenton's name (which was certainly no more the case than vice versa), it was done openly with her knowledge and consent at the time, and unquestionably did not account for very much of Ms. Fenton's total credit card liabilities at the time of our divorce.

268. Transferring debts from credit cards in my name onto credit cards in Ms. Fenton's name certainly did not push her into bankruptcy as fraudulently implied by defendant Story.

269. Upon information and belief, I do not recall any credit card transfers during 2018 or 2019. While we had almost completely paid off the credit cards in Ms. Fenton's name toward the end of 2017, with less than \$5,000 outstanding, if my memory serves me correctly, prior to two vacations that Ms. Fenton took to Las Vegas Nevada and Pahrump Nevada at the end of 2017, followed shortly thereafter by her unilateral decision to get a divorce.

270. The majority of debts on the credit cards in Ms. Fenton's name were due to her prematurely electing to rent a second Brentwood residence, immediately after announcing that she wanted to get a divorce, rather than waiting until we had a financially responsible exit strategy for our marriage, along with a sustainable transition strategy into separating our lives, income, property, and debts.

271. On the evening of April 22nd, 2018, Ms. Fenton abandoned our marital residence.

272. Overnight from April 22nd into April 23rd, Ms. Fenton changed the account credentials and contact information on all the income, banking, and credit accounts which our family actively used at that time, to block my access.

273. Ms. Fenton moved into an apartment she rented within a few days, where at some point she changed her mailing address with our mortgage companies from our marital residence to her new apartment, where she alone would receive any notices sent by the banks. (I was not informed about this.) Absent being provided with ethical and legal notice by Ms. Fenton, our mortgage companies, or the courts, I had no means of knowing or finding out, roughly a year later, when she (I believe at the advice of her counsel), decided to quit paying our mortgage payments.

274. I was in fact never notified by anyone when Ms. Fenton quit paying our mortgage payments.

275. I was in fact promised by Ms. Fenton that she would continue paying our mortgage payments until we reached a settlement agreement, or until her first 14-month lease expired at her apartment, or until further notice. I was never lawfully or ethically notified that Ms. Fenton would not or could not pay our mortgages anymore.

276. I was in fact never given an opportunity to make up for Ms. Fenton's shortfall with our mortgage companies to save my multiple critical and even essential property interests.

277. Both Ms. Fenton's decision to default upon our mortgage payments (which she was then responsible for and had blocked my access to), as well as her decision to file for bankruptcy, were all done secretly, without any lawful or ethical notice to me.

278. Despite placing the whole of my life's savings, proceeds from my premarital property and even my premarital retirement funds in jeopardy, by secretly defaulting upon our mortgage payments and filing for bankruptcy while specifically including our property in her bankruptcy estate and requesting to sell it in her bankruptcy filing, yet I was never provided any notice, hearing, nor an adversarial proceeding by the bankruptcy court, as was required by the Federal Rules of Bankruptcy Procedure and multiple sections of federal bankruptcy laws.

279. In bankruptcy case 3:19-bk-02693, on Ms. Fenton's "Chapter-13 Plan", filed secretly by her counsel on 4/26/2019, in Doc 2, Page 5 of 5, there is a section titled "Part 9: Nonstandard Plan Provisions", which states in important part:

- "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."

280. There are several problems with the language above, but the fact that I was never even notified that the whole of my real property, my only real asset, my financial independence, and my wealth was all at stake yet not one single party, mortgage company, officer of the court, or court provided me with ethical and lawful notice that they were in the process of negotiating the liquidation/forfeiture of said property while I was a clearly deeded owner who was listed on the tax records is unconscionable.

281. I was in fact never given notice by any mortgage company or attorney on their behalf, nor by Ms. Fenton, nor by the bankruptcy court or the trustee as is required by the Federal Rules of Bankruptcy Procedure and multiple federal bankruptcy laws.

282. While there was no action pending in the state courts at the time when the bankruptcy was filed and the bankruptcy estate was then formed, so there could be no expectation that another court might hear the property deprivation, since the bankruptcy was filed 39-days before the divorce was filed, the bankruptcy counsel, trustee, and judge were required to comply with the Federal Rules of Bankruptcy Procedure and subsequent federal bankruptcy laws.

283. Short of an unlawful conspiracy spanning both Federal and State courts, there would be no expectation that another court might alleviate the responsibility of the bankruptcy trustee and the bankruptcy court of providing me and my two lawful roommates/tenants with “notice and a hearing” in either Federal District Court or in Federal Bankruptcy Court, specifically not in a state court, because the federal courts had both *original* and *exclusive* jurisdiction, since the bankruptcy filing preceded the divorce filing by 39-days. Additionally, the deprivation of the marital residence was “core” to the bankruptcy action, and was in fact one of the primary purposes for the bad faith fraudulent bankruptcy filing.

284. The bankruptcy court, counsel, and trustee, likewise failed to initiate (or provide me with an opportunity to initiate) an “adversarial proceeding” as required in the F.R.B.P. Rule 7001. This was required for multiple reasons:

- For the bankruptcy trustee to obtain possession of the marital residence, which was required by law before the court could sell my marital residence.
- Because our marital residence was lawfully in my possession and Ms. Fenton had abandoned the property on April 22nd, 2018.

285. I can think of no reason short of a conspiracy spanning federal and state courts that the Bankruptcy Trustee would have failed to provide me and my two lawful tenants/roommates with notices and hearing in either Federal Bankruptcy Court or in Federal District Court as required by the Federal Rules of Bankruptcy Procedure Rule #7001 and subsequent bankruptcy laws (such as 11 U.S.C. § 363(h)(3), amongst others).

286. Ms. Fenton later changed the address with our creditors, including our mortgage companies, from our marital residence to her apartment, where she alone had access to the mail.

287. Absent Ms. Fenton providing me with legal and ethical notice about the state of our mortgage payments, I literally had no other means of finding out, except had her counsel and the bankruptcy court acted legally and ethically, after they entered the picture, but none of them did.

288. I was only given short-term access to one credit card at a time after this point, for my consumable expenses which she offered to pay, since she was our family's primary breadwinner, and our only breadwinner (by her own priorities) at the time when she unexpectedly elected to get a divorce and abandoned our home.

289. This was a preventative action on her part, not based upon any financial irresponsibility, impropriety, or betrayal on my part. I never cheated on or betrayed Ms. Fenton's

trust in any way throughout our 13-year marriage. I was “all in” and I lost everything.

290. On April 24th, 2018, Ms. Fenton officially “moved out” of our marital residence with two men and a truck who assisted her.

291. On May 5th, 2018, Ms. Fenton presented me with a budget that she had created, insisting that she could afford to support both our marital household, including both mortgages, utilities, my consumable expenses and our pre-existing bills, along with a new Brentwood apartment for herself, entirely with her income as a licensed professional architect.

292. Ms. Fenton even promised me at that time that she would pay for attorneys to represent us both throughout our divorce, which frankly made no sense to me.

293. The next most significant source of unbudgeted expenses and probably debts during 2018-2019, (most of the final year of our marriage, I had no access to any of our income and credit lines in Ms. Fenton’s name, because she changed the account credentials and contact information to lock me out immediately upon vacating our marital residence.

**TENNESSEE SUPREME COURT’S DEFINITION FOR
“FRAUD” OR “FRAUDULENT”**

1. Per Tenn. R. Sup. Ct. 1.0 – TERMINOLOGY, here is the Tennessee Supreme Court’s definition of “fraud”: “(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.”

“ABUSIVE CIVIL ACTIONS” (T.C.A. TITLE-29, CHAPTER-41)

2. Defendant Story used abuse of process, also referred to as “stalking by way of the courts”; codified by the State of Tennessee in Title 29, Chapter 41, under Abusive Civil Actions¹⁰³, to literally terrorize me under the color of law, with the power of the court. While refusing to subjugate her actions to the rule of law, the court rules, the federal and state rules of conduct, without honor, honesty, good-faith, or truth. Purely to exercise more domination and power over me than her office is ethically or lawfully allowed.

3. I reported defendant Story’s abusive misconduct to defendants Binkley¹⁰⁴, Beeler¹⁰⁵, Yarbrough¹⁰⁶, Ausbrooks¹⁰⁷, Anderson, Anderson, Clement, Bennett, McBrayer, Hivner¹⁰⁸, Coke¹⁰⁹, Garrett¹¹⁰, the State, Admin Office¹¹¹, Appellate Court¹¹², Chancery Court¹¹³,

¹⁰³ <https://law.justia.com/codes/tennessee/2019/title-29/chapter-41/>

¹⁰⁴ https://rico.jeffenton.com/evidence/2019-08-29_husbands-one-and-done-answer-to-all.pdf

¹⁰⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1665 ~ ECF No. 1-30, PageID.1793

¹⁰⁶ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1665 ~ ECF No. 1-30, PageID.1793

¹⁰⁷ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1665 ~ ECF No. 1-30, PageID.1793

¹⁰⁸ https://rico.jeffenton.com/evidence/2022-02-01_affidavit-binkley-story-fraud-bias-void-orders.pdf

https://rico.jeffenton.com/evidence/2020-07-08_tnsc-coa-ada-request-for-modification.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-30, PageID.1749-1752)

¹⁰⁹ https://www.rico.jeffenton.com/evidence/2020-02-13_tnsc-aoc-ada-gc-john-coke-transcript.pdf

https://www.rico.jeffenton.com/evidence/2020-02-13_tnsc-aoc-ada-gc-john-coke-phone-call.mp3

¹¹⁰ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1698

¹¹¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1718-1721

¹¹² Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1684-1691

Case 1:23-cv-01097-PLM-RSK, ECF No. 1-30, PageID.1749-1752

¹¹³ https://rico.jeffenton.com/evidence/2019-08-30_judgment-wrong-emergency-call-to-court.mp3

Case 1:23-cv-01097-PLM-RSK, ECF No. 1-18, PageID.766 ~ ECF No. 1-22, PageID.1038

Supreme Court¹¹⁴, BPR¹¹⁵, the Williamson County Sherriff's Office¹¹⁶, the Williamson County District Attorney's Office¹¹⁷, the Tennessee Bureau of Investigations¹¹⁸, the Federal Bureau of Investigations¹¹⁹, the Acting United States Trustee for Region 8¹²⁰, over the Federal Judicial Districts of Kentucky and Tennessee¹²¹, one of the bankruptcy trustees¹²², and a Department of Justice USTP Trial Attorney¹²³, who was assigned to the bankruptcy fraud referral I submitted.

4. Nobody to date has told me that anything I experienced in Williamson County Chancery Court or in the related case in the United States Bankruptcy Court for Middle District of Tennessee, was ethical or legal. They have all simply refused to get involved, intervene, or hold the bad actors accountable. Unconscionably, nobody to date has been willing to force defendant Story to obey the law, state and federal constitutions, and/or comply with the court's rules of

¹¹⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-27, PageID.1370 ~ ECF No. 1-28, PageID.1664
https://rico.jefffenton.com/evidence/2021-01-19_fenton-seeking-help-tnsc-coa-aoc-bpr-fbi-ustp.pdf

¹¹⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1699-1703
 Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1709-1715

¹¹⁶ https://rico.jefffenton.com/evidence//2023-12-13_wcso-racketeering-official-oppression.pdf

¹¹⁷ <https://tennesseeda.org/district-21/>

¹¹⁸ <https://www.tn.gov/tbi.html>

¹¹⁹ <https://www.fbi.gov/contact-us/field-offices/memphis/about>
https://rico.jefffenton.com/evidence/2021-12-02_fbi-mark-shafer-binkley-story-corruption.pdf
https://rico.jefffenton.com/evidence/2021-12-02_fbi-mark-shafer-binkley-story-corruption.mp3

¹²⁰ <https://www.justice.gov/ust/ust-regions-r08>
https://rico.jefffenton.com/evidence/2022-03-15_ustp-bk-fraud-referral-confirmed-no-notice.pdf
https://rico.jefffenton.com/evidence/2019-04-26_ausbrooks-story-fraudulent-bk-petition.pdf

¹²¹ <https://www.linkedin.com/in/paul-ustp-randolph-0872b642>

¹²² https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-call-declaration.pdf
https://rico.jefffenton.com/evidence/2020-07-02_ch7-bk-trustee-john-mclemore-phone-call.mp3

¹²³ https://rico.jefffenton.com/evidence/2022-03-10_doj-ustp-megan-scliber-bk-fraud-referral.mp3
 Case 1:23-cv-01097-PLM-RSK, ECF No. 1-30, PageID.1760-1761

professional conduct. The courts have a responsibility to obey the law, help the injured party, and vacate void judgments. This is not within the discretionary purview of the courts to ignore.

VEEXATIOUS SERVICE (STALKING BY WAY OF THE COURTS)

FIRST SERVICE

5. I was served via standard mail, no signature required, on June 15th, 2019.

6. I hired attorney Brittany Gates to represent me in the matter, just a few days later on June 19th, 2019.

7. As confirmed in an email¹²⁴ to me from Attorney Britany Gates on 6/19/2019, “I’ve reached out to Virginia and we’ve scheduled a call for tomorrow.”

8. Defendant Story still had me served *two more times* on 6/20/2019, while she also filed a “*Motion to Deem Husband Served with Reasonable Efforts*” in the Chancery Court at 9:17am on 6/20/2019. This was after defendant Story *knew* I had already accepted service and she had even spoken with my attorney, Brittany Gates, the day prior.

SECOND SERVICE (MOTION TO DEEM HUSBAND SERVED)

9. At approximately 4:20pm on 6/20/2019, defendant Story’s paralegal Heidi Macy served me directly *ex parte* via email¹²⁵. Despite the fact that defendant Story had already been contacted by my counsel the day prior, knew I had already received and accepted service, and that it was inappropriate to communicate with litigants *ex parte* instead of through their counsel.

¹²⁴ https://rico.jefffenton.com/evidence/2019-06-19_hired-attorney-gates-who-notified-story.pdf

¹²⁵ https://rico.jefffenton.com/evidence/2019-06-20_abusive-civil-action-by-story-exparte-service.pdf

10. After receiving defendant Story's *ex parte* email service¹²⁶ on 6/20/2019, I emailed¹²⁷ defendants Story and Yarbrough, along with Attorney Gates and Ms. Heidi Macy confirming that **I had received service** via regular USPS "snail mail", as was evident in having hired Attorney Brittany Gates to represent me. I communicated that "I have no desire to postpone these proceedings and am not trying to interfere in any way." Further stressing that I "have not been attempting to avoid service in this matter" (as falsely accused), so there was absolutely no need for a hearing to prove that I have been served. (This was all abusive overkill.)

THIRD SERVICE (PLUS A FRAUDULENT "PROTECTIVE ORDER")

11. Roughly an hour after I sent defendants Story and Yarbrough this email confirming my receipt of service, I was served (divorce papers) yet again. This time by four deputies from the Williamson County Sheriff's Office¹²⁸, along with a completely unnecessary "Order of Protection Ex Parte" based upon a coached, unsigned personal statement¹²⁹, allegedly by my wife, filed by Story's firm, which was almost entirely false and fraudulent.

12. Here is the audio recording¹³⁰ of me being served by the Williamson County Sherriff's Office at my home on 6/20/2019, at roughly 7:15pm. Listen to how I sound in this audio recording talking with the Sheriff's Deputies, as compared to defendant Story's false and fraudulent claims about me. I am not the abusive monster or social misfit that defendant Story

¹²⁶ https://rico.jefffenton.com/evidence/2019-06-20_abusive-civil-action-by-story-exparte-service.pdf

¹²⁷ https://rico.jefffenton.com/evidence/2019-06-20_notification-to-story-husband-accepted-service.pdf

¹²⁸ https://rico.jefffenton.com/evidence/2019-06-20_wcso-exparte-order-of-protection-service.mp3

¹²⁹ https://rico.jefffenton.com/evidence/2019-06-20_wifes-false-unsigned-personal-testimony-for-op.pdf

¹³⁰ https://rico.jefffenton.com/evidence/2019-06-20_wcso-exparte-order-of-protection-service.mp3

colored the court records to pretend. Defendants Binkley and Beeler never showed any interest in the truth or justice though, while they catered to defendant Story's every abusive demand.

THE TRUTH ABOUT MY PERSON

13. I have never laid a hand on my wife in anger, nor have I ever threatened to. Never in my adult life have I been arrested or charged with any crime. I have no history of violence, domestic disputes/disturbances, or instability of any sort. I never even received a single traffic citation during my 25 peaceful years as a hardworking, taxpaying, Tennessee resident. I've held multiple jobs requiring intense state and federal background checks, including by the FBI, the Department of Homeland Security, the Las Vegas Metropolitan Police Department, and others.

14. I responsibly held a concealed weapons permit in the State of Tennessee for over fifteen years without incidence.

15. I was a licensed real estate agent in the State of Tennessee for 16 ½ years, with access to hundreds-of-millions of dollars' worth of real estate, without one single complaint or professional impropriety of any kind.

16. Prior to this my wife wanted to remain friends after our divorce, and even attended a counseling session with me¹³¹, a few months earlier for that exact purpose. We never terminated communication as defendant Story pretended. We weren't at odds as defendant Story pretended either. We were on relatively good terms, considering our circumstances, while I had gone above and beyond to ensure her quiet peaceful enjoyment of her life and her apartment which she had

¹³¹ https://rico.jefffenton.com/evidence/2019-01-22_wifes-birthday-and-counseling-together.pdf

chosen, after leaving me¹³².

THE STORY VS THE TRUTH (THE TRUTH NEVER HAD A CHANCE)

17. Attorney Story fabricated an almost exclusively fraudulent narrative, while leveraging this fraudulent “*Order of Protection Ex Parte*” to assassinate my character in front of her close family friend and presiding judge Michael W. Binkley, before he ever met me.

18. This was purely heavy-handed abuse of process to bully me, intimidate me, and overwhelm me, while falsifying the court records to defame my character and bias the court against me. Sowing defamatory fiction rather than fact directly into the court records, when in fact this should all have never been allowed on court record, because it was never needed and was not filed in good faith, for the purposes claimed, in the *pursuit of justice* as is required by the Federal Rules of Civil Procedure of all pleadings.

STEALING MY HOME¹³³ (MOTION TO SELL THE MARITAL RESIDENCE¹³⁴)

19. A few weeks later I was hit by another vexatious “legal” attack by defendants Story and Yarbrough, to force the sale of my marital residence¹³⁵, when the Chancery Court didn’t even have the lawful jurisdiction to hear or decide that matter, because it was part of a *federal bankruptcy estate*, filed and formed 39-days prior to any action being filed in Chancery Court, while also being *core* to that bankruptcy action. This gave the federal courts both *original* and *exclusive* jurisdiction

¹³² https://rico.jefffenton.com/evidence/2019-02-05_menopause-narcolepsy-night-sweats-not-stalker.pdf

¹³³ https://rico.jefffenton.com/evidence/2023-05-31_1986-sunnyside-brentwood-tn-appreciation.pdf

¹³⁴ https://rico.jefffenton.com/evidence/2019-07-17_chancery-motion-to-sell-marital-residence.pdf

¹³⁵ https://rico.jefffenton.com/evidence/2019-07-17_chancery-motion-to-sell-marital-residence.pdf

over my home. Under the circumstances, the state courts were specifically prohibited from exercising jurisdiction over my marital residence, to ensure that my property interests were provided *adequate protection* as required by the Federal Rules of Bankruptcy Procedure and subsequent federal bankruptcy laws.

20. Unfortunately, that was the purpose of the conspiracy between the state and federal courts, in this case, to *strategically circumvent* the Federal Rules of Bankruptcy Procedure and multiple sections of bankruptcy codes, which protected my property investments, interests, and rights.

21. 11 U.S.C. § 363(h)¹³⁶: “Notwithstanding subsection (f) of this section, the trustee may sell both the estate’s interest, under subsection (b) or (c) of this section, and the interest of any co-owner in property in which the debtor had, at the time of the commencement of the case, an undivided interest as a tenant in common, joint tenant, or tenant by the entirety, **only if - (3) the benefit to the estate of a sale of such property free of the interests of co-owners outweighs the detriment, if any, to such co-owners.**”

22. It was physically impossible for the forced sale of my home to be of greater benefit to the bankruptcy estate than losing it would be a detriment to me.

23. Had the bankruptcy rules been followed in proper form, and the laws obeyed, neither state nor federal courts could lawfully deprive me of my home or property interests.

¹³⁶ https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-call-declaration.pdf
https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-recorded-call.mp3

RICO “COLOR OF LAW” CONSPIRACY AGAINST MY RIGHTS & PROPERTY

24. There was a RICO “color of law” conspiracy¹³⁷ against my rights and my property which spanned the Williamson County Chancery Court through the United States Federal Bankruptcy Court for the Middle District of Tennessee, involving two law firms who represented my wife in bad faith during 2019, STORY, ABERNATHY AND CAMPBELL, PLLP and ROTHSCHILD & AUSBROOKS, PLLC.

25. This included a civil conspiracy and criminal misconduct involving the following people: Virginia Lee Story, Kathryn Lynn Yarbrough, Michael Weimar Binkley, Elaine Beaty Beeler, Sara Rebecca Baxter, Mary Elizabeth Maney Ausbrooks, Alexander Sergey Koval, Henry Edward Hildebrand III, Charles M. Walker, Thomas Earl Eugene Anderson, Roy Patrick Marlin, and Samuel Forrest Anderson.

26. This has all been substantiated in previous federal filings of this lawsuit. For the sake of reducing redundancy, I’m not going to delve very deeply here into the jurisdiction over the marital residence or the conspiracy between the state and federal courts (and the members therein), within this declaration. Please refer to the documents cited below for more sworn testimony, combined with clear and convincing evidence, on the different aspects of the felonies committed by the defendants herein.

¹³⁷ https://rico.jeffenton.com/evidence/2024-01-12_irrefutable-proof-of-criminal-conspiracy.pdf

DECLARATION

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

Executed on March 25, 2024



JEFFREY RYAN FENTON, PRO SE

17195 SILVER PARKWAY, #150

FENTON, MI, 48430-3426

JEFF.FENTON@LIVE.COM

(P) 615.837.1300