

**G. EVERETT SINOR, JR.**  
Attorney at Law

November 23, 2021

The Honorable Sue Tollett  
Clerk and Master  
Cumberland County Chancery Court  
60 Justice Center Drive, Suite 226  
Crossville, Tennessee 38555

*RE: Tennessee Public Utilities Commission v. Laurel Hills Condominiums  
Property Owners Association, Docket No. 2012-CH-560*

VIA UNITED PARCEL SERVICE

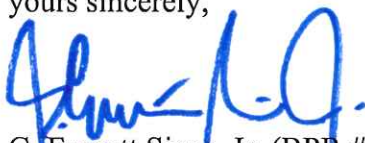
Dear Ms. Tollett:

Please find enclosed herewith the following documents, to be filed in the above-styled matter:

1. A Joint Motion for Entry of an Order Providing for Full Discharge of Receiver, Closure of the Laurel Hills Water System Receivership, Approval of the Receiver's Final Settlement, and Payment of Receiver Fees and Expenses;
2. A Proposed Order Granting the Motion; and,
3. Notice that Hearing on the Motion has been Set for Monday, December 20, 2021 at 11:00 a.m. in Crossville.

Please return a copy of the same, once filed, in the self-addressed stamped envelope enclosed herewith. Thanking you for your consideration of this matter, I remain,

yours sincerely,



G. Everett Sinor, Jr. (BPR #017564)  
Attorney at Law

Enclosures

cc: Laurel Hills Condominiums Property Owners Association  
Daniel Moore, Esq.  
Aaron Conklin, Esq.  
Scott D. Hall, Esq.  
Vance Broemel, Esq.  
Randall A. York, Esq.  
Melanie E. Davis, Esq.

IN THE CHANCERY COURT FOR CUMBERLAND COUNTY, TENNESSEE  
THIRTEENTH JUDICIAL DISTRICT, AT CROSSVILLE

TENNESSEE PUBLIC UTILITY COMMISSION

Petitioner,

v.

LAUREL HILLS CONDOMINIUMS  
PROPERTY OWNERS ASSOCIATION

Respondent.

MOY TOY, LLC, and  
RENEGADE MOUNTAIN COMMUNITY CLUB,

Intervening Parties.

Docket No. 2012-CH-560  
Chancellor Thurman

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JOINT MOTION FOR ENTRY OF AN ORDER PROVIDING FOR FULL DISCHARGE OF  
RECEIVER, CLOSURE OF THE LAUREL HILLS WATER SYSTEM RECEIVERSHIP  
ESTATE, APPROVAL OF THE RECEIVER'S FINAL SETTLEMENT, AND PAYMENT OF  
RECEIVER FEES AND EXPENSES

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I. MOTION

Pursuant to Rule 66 of the Tennessee Rules of Civil Procedure and principles of equity governing courts of chancery in this state, the Tennessee Public Service Commission [hereinafter the "TPUC"] and Receivership Management, Inc., as court-appointed Receiver of the Laurel Hills Water System Receivership estate [hereinafter the "Estate"] established through this suit [hereinafter the "Receiver"] [both movants hereinafter collectively the "Movants"], **JOINTLY MOVE** the Court to enter order resolving all petitions, complaints and motions pending in this case, said order to provide for (1) the payment of all outstanding fees and expenses incurred on behalf of the Receiver, (2) the payment of all

residual funds in the Estate to the Crab Orchard Utility District, (3) approval of the final settlement of the Estate, (4) the full and final discharge of the Receiver as receiver of the Estate, and (5) the closing of the Laurel Hills Water System Receivership Estate.

## **II. INTRODUCTION AND BACKGROUND**

The record in this action fully demonstrates the background circumstances of what is known as the Laurel Hills Water System, the Laurel Hills Water System Receivership Estate, and the disputes that arose regarding the ownership, operation and maintenance of that water system. The Movants, therefore, incorporate the record in this case into this Joint Motion.

## **III. GLOBAL SETTLEMENT AGREEMENT**

The Movants, amongst others, have entered into a settlement agreement and mutual release [hereinafter the “Global Settlement Agreement”] wherein, in basic terms, the ownership, operation and maintenance of the Laurel Hills Water System has been transferred to, and assumed by, the Crab Orchard Utility District from the Receiver.<sup>1</sup> The Global Settlement Agreement, as fully executed, is attached hereto as Exhibit A and is incorporated herein by reference. In parts pertinent to the instant joint motion, the Global Settlement Agreement provides as follows:

**F.3.** In Cumberland County Chancery Court Case No. 2012-CH-560, the Parties shall enter an Agreed Order of Settlement and Compromise, resolving all Petitions, Complaints and Motions pending in the case, said Agreed Order making provisions (1) for the discharging of RMI as Receiver of LHWS, in Receivership, (2) the closing of the LHWS Receivership, and (3) payment of all outstanding fees and expenses incurred by or on behalf of the Receiver, subject to Paragraph F.9. below.

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<sup>1</sup> On June 19, 2019, the Court entered its Order Approving and Adopting the Receiver's Second Modified Receivership Plan, Authorizing the Receiver to Execute the Global Settlement Agreement, and directing the Receiver to implement and carry out the Second Modified Receivership Plan. Under the authority of that Order, the Receiver executed the Global Settlement Agreement on June 21, 2019.

**F.9.** As for the timing of the dismissal orders of the above described matters, it is understood and agreed by the Parties that it is incumbent that the order referenced in Paragraph F.3. above must become a final non-appealable order before the orders sought [sic] under the other provisions of Paragraph F become “with prejudice” and/or the relevant cases are “closed.” Orders in any of the Cumberland Circuit Court case or TPUC docketed cases may be sought and entered prior to the order referenced in Paragraph F.3. becoming final and non-appealable, indicating a dismissal without prejudice which becomes a dismissal with prejudice automatically upon the Agreed Order in the Cumberland County Chancery Case referenced in Paragraph F.3. becoming a final, non-appealable order.<sup>2</sup>

#### **IV. SETTLEMENT AND COMPROMISE OF DISPUTES**

The Movants, among others, have entered into the Global Settlement Agreement in settlement and compromise of the claims that were made or could have been made in this action.<sup>3</sup> In so doing, the parties to the Global Settlement Agreement agreed that all petitions, complaints and motions pending in this case are thereby resolved.<sup>4</sup> Moreover, mutual releases are set forth in the Global Settlement Agreement wherein the Movants have mutually released each other as to all claims which any of them ever had, now has, or may have that were/are created by, arose out of, related to or in response to the matters set forth in this action.<sup>5</sup>

Accordingly, the parties to the Global Settlement Agreement agreed that, through their entry into the Global Settlement Agreement, they effected a settlement and compromise of this action.

#### **V. FULL DISCHARGE OF RECEIVER**

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<sup>2</sup> See Exhibit A, pp.10-11.

<sup>3</sup> Id., at pp.4-9.

<sup>4</sup> Id., at p.10, introductory language, and ¶ F.3.

<sup>5</sup> Id., at p.12, § H.

Under the Global Settlement Agreement (at p. 10, ¶ F.3.), the Movants agree to file the instant motion with the Court to request the full and final discharge of the Receiver.<sup>6</sup> Moreover, it is appropriate that the Receiver obtain a full discharge and release regarding actions taken, and matters fulfilled, contemporaneous with the closure of the Laurel Hills Water System Receivership, which is requested as set forth herein.

A “discharge” is defined as, among other things, a “release.”<sup>7</sup> All material actions taken by the Receiver have been reported to the Court in the Receiver’s numerous and frequent reports and accountings which have been filed as part of the public record in this action. There are no pending objections to any of the actions taken by the Receiver. Moreover, the Receiver has fulfilled all duties and obligations regarding, and has fully implemented, the Court-approved Second Modified Receivership Plan – i.e. the Receiver has fulfilled all matters required of it under the Global Settlement Agreement. The Receiver has, subject to the caveats set forth herein, transferred all of the assets and property of the Laurel Hills Water System to Crab Orchard Utility District [hereinafter the “COUD”]<sup>8</sup>. The Receiver has provided to the COUD all records related to the operations of the Laurel Hills Water system to the COUD<sup>9</sup>. The Receiver has executed the Bill of Sale, the Quitclaim Deed, the Assignment of Rights Under Easement Agreement (Kemmer), the Termination of Easement Agreement (COUD), the Assignment of Rights Under “Grant of Water Line Easement” (Eagle’s Nest), and the Agreement to Terminate Irrevocable License

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<sup>6</sup> Counsel to the Receiver sought to have the Laurel Hills Condominiums Property Owners Association and Moy Toy, LLC join in this motion and sign an Agreed Order consistent with the Global Settlement Agreement. Those efforts were unsuccessful, and thus the Receiver and the Tennessee Public Utilities Commission are the only movants for the instant joint motion.

<sup>7</sup> Black’s Law Dictionary (6<sup>th</sup> ed.), p.463 (“**Discharge.** To release; liberate; annul; unburden; disencumber; dismiss. ...”)

<sup>8</sup> Id., p.4, ¶ E.1.

<sup>9</sup> Id., p.4, ¶ E.2.

Agreement for Existing Utility Purposes, all as set forth in the Global Settlement Agreement.<sup>10</sup>

The Cumberland County Circuit Court condemnation action (Docket #CC1-2016-CV-6201) filed by the Receiver has been dismissed through an Agreed Order of Dismissal entered by Judge Young on June 19, 2019.<sup>11</sup> The petition filed by the Receiver before the Tennessee Public Utility Commission – TPUC Docket No. 17-000098 – requesting the grant of a provisional certificate of public convenience and necessity was dismissed by the TPUC by agreement on August 7, 2019.<sup>12</sup> Finally, through the execution of the Quitclaim Deed that is attached to the Global Settlement Agreement as Exhibit 2, the Receiver has acted in good faith regarding the requirements of the title commitment referenced in Section D.3. of the Global Settlement Agreement.<sup>13</sup>

Accordingly, the actions of the Receiver, as recounted by its publicly filed reports in this action, and the fact that there are no pending objections to the Receiver's actions, evidences that the Receiver has fulfilled its obligations under, and has otherwise implemented, the Second Modified Receivership Plan – i.e. has fulfilled all obligations pursuant to the Global Settlement Agreement. A release and discharge of the Receiver from liability with regard to those actions is appropriate and of importance as part of the closure of the Estate. Once closed, the Estate and the Receiver would be unable to address any claims that might be made later by any person or entity regarding the actions taken by the Receiver. As set forth in the Certificate of Service to this Joint Motion, broad notice of the request by the Receiver for a full and final release and discharge has been given so that

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<sup>10</sup> Id., exhibits 1, 2, 5, 9 and 10.

<sup>11</sup> Id., p.10, ¶ F.5.

<sup>12</sup> Id., p.10, ¶ F.6.

<sup>13</sup> Id., p.6, ¶ E.5.

claims or complaints as to the Receiver's actions can be presented at the scheduled hearing of this instant Joint Motion.

**VI. CLOSURE OF ESTATE, PAYMENT OF RECEIVER'S FEES AND EXPENSES, AND FINAL SETTLEMENT**

The Movants agree that the Estate should be closed upon the Receiver's final settlement being approved by the Court, as the ownership, operation and maintenance of the Laurel Hills Water System has been transferred to the COUD in fulfillment of the terms and conditions of the Global Settlement Agreement. Gibson's Suits in Chancery provides as follows:

Before a receiver will be discharged he is required to make a full settlement with the Master. This settlement must be reported and confirmed, and the full balance found against him paid into Court. On the settlement with the Master, all parties in interest are entitled to notice in order to have the opportunity of being present, and examining or cross-examining the receiver on oath. They may present evidence tending to show the incorrectness or deficiency of the receiver's report.

...

If all parties are satisfied with the correctness and sufficiency of his reports, a reference to and settlement with the Master is avoided by a consent order. The receiver's report fixing his compensation and ordering his discharge is confirmed, ... upon paying into Court the full balance owing by him.<sup>14</sup>

The Receiver has consistently provided reports and accountings to this Honorable Court, and reference is made to the court record in that regard. A final settlement has been prepared by the Receiver, and has been filed with Ms. Sue Tollett, the Cumberland County Clerk and Master. No parties to this joint motion object to the final settlement. Ms. Tollett has found the final settlement to be in order, and has confirmed the settlement, subject to the approval of the Court. A copy of the Receiver's final settlement is attached hereto as Exhibit B and is incorporated herein by reference.

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<sup>14</sup> Gibson's Suits in Chancery, § 24.26, p.24-18 (8<sup>th</sup> ed. 2004).

Prior to closure of the Estate, the Receiver's fees and expenses should be approved and paid, and all other final distributions approved and paid in accordance with the final settlement, consistent with the Global Settlement Agreement and equitable principles governing courts of chancery in this state. On the filing date of this joint motion, and after payment of the receiver's fees and expenses for the months of April of 2021 through September of 2021<sup>15</sup>, the only asset of the Estate is \$13,879.51 in cash. Consistent with this motion and the final settlement, there are but two (2) distributions to be made immediately prior to the closure of the Estate. They are: (a) the final payment of fees and expenses to the Receiver; and (b) the payment of the residual amount of cash to the COUD, consistent with the Global Settlement Agreement, which provides that "[t]he LHWS, including all of its assets and property, whether real, personal, tangible, intangible, and all accounts, receivables, contracts and rights, shall be conveyed to COUD and shall become a permanent part of the water system operated, maintained and controlled by COUD."<sup>16</sup>

The Receiver estimates that there will be \$5000.00 in additional Receiver fees and expenses incurred on or after October 1, 2021 and prior to the closure of the Estate. It is proposed that the Receiver transmit to the Court following the hearing on the instant joint motion an affidavit indicating its actual fees and expenses incurred on or after October 1, 2021. If that amount is greater than \$5000.00, then the Movants move for the approval of the Receiver's fees and expenses in the amount of \$5000.00, authorize a payment in that amount to the Receiver, and authorize the transfer of the remainder of the Estate's assets and property, constituting cash in the amount of \$8879.51, to the Crab Orchard Utility

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<sup>15</sup> The Receiver's Motion for Approval of Fees and Expenses and Authorization for Payment of Certain Fees and Expenses in the amount of \$3298.50 for April of 2021 through September of 2021 has been filed with the Court, and this motion presumes that that motion will be granted, and that the payment of \$3298.50 to the Receiver will have been made prior to the December 20, 2021 hearing date.

<sup>16</sup> Global Settlement Agreement, p.4, ¶ E.1. (emphasis supplied).



District. If the Receiver's fees and expenses for that time period are lower than \$5000.00, as demonstrated by an affidavit filed by the Receiver with the Court subsequent to the hearing date for the instant motion, then the Movants move that the approval of the Receiver's fees and expenses, and the Court's authorization for payment of such amount to the Receiver, be reduced to reflect the Receiver's actual fees and expenses, with the residual amount being paid to the Crab Orchard Utility District.

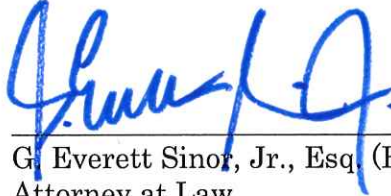
Procedurally, the Movants propose that a hearing be conducted on December 20, 2021 in Crossville, Tennessee. Written notice of the hearing has been provided to all known customers of the Laurel Hills Water System. Furthermore, notice of the hearing will have been published in the Crossville Chronicle.<sup>17</sup> A proposed order for entry by this Honorable Court is being filed contemporaneously with this motion for the Court's consideration.

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<sup>17</sup> See Exhibit C, attached hereto and incorporated herein by reference (to be LATE-FILED), for an affidavit from the Crossville Chronicle with a copy of publication.

DATED: November 23, 2021.

Respectfully Submitted,



G. Everett Sinor, Jr., Esq. (BPR #017564)

Attorney at Law

Counsel for Receivership Management, Inc.

495 Sadler Way

Franklin, Tennessee 37069

615-969-9027 (Phone)



Aaron Conklin, Esq. (BPR #018597)

Staff Attorney

Tennessee Public Utility Commission

502 Deaderick Street, Fourth Floor

Nashville, Tennessee 37243

*by G. Everett Sinor, Jr.  
by permission granted  
11/23/2021*

Certificate of Service

The undersigned hereby certifies that a true and correct copy of the foregoing motion has been served upon the parties hereto and the other persons listed below, at:

Daniel J. Moore, Esq.  
Woolf, McClane  
Counsel for Renegade Mountain CC  
Registered Agent/Settlement Counsel for  
Laurel Hills Condominiums POA  
900 South Gay Street, Suite 900  
Knoxville, Tennessee 37902

Melanie Davis, Esq.  
Kizer & Black  
217 East Broadway Avenue  
Maryville, Tennessee 37804

Vance Broemel, Esq.  
Daniel P. Whitaker, Esq.  
Consumer Advocate and Protection Division  
Tennessee Attorney General and Reporter  
Post Office Box 20207  
Nashville, Tennessee 37202

Randall A. York, Esq.  
Counsel for the Crab Orchard Utility District  
46 North Jefferson Avenue  
Cookeville, Tennessee 38501

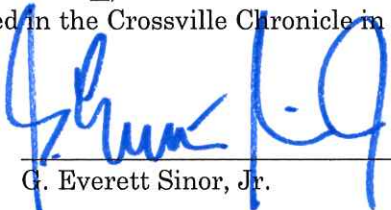
Laurel Hills Condominiums  
Property Owners Association  
17 Mount Laurel Drive  
Post Office Box 288  
Crab Orchard, Tennessee 37723

Scott D. Hall, Esq.  
Counsel for Moy Toy, LLC  
374 Forks of the River Parkway  
Sevierville, Tennessee 37862

All customers of the Laurel Hills Water System on a list provided to the Receiver by the Crab Orchard Utility District as of the 21<sup>st</sup> day of October, 2021

via the United States Mails, postage prepaid, this 23<sup>rd</sup> day of November, 2021.

Furthermore, the notice provided in Exhibit C, attached hereto and incorporate herein by reference (to be LATE-FILED), will be published in the Crossville Chronicle in its November 30, 2021 issue.

  
\_\_\_\_\_  
G. Everett Sinor, Jr.

**EXHIBIT A**

**GLOBAL SETTLEMENT AGREEMENT**

**ORIGINAL FILED WITH COURT**

**Copy available from Receivership Management, Inc., the court-appointed Receiver  
of the Laurel Hills Water System in Receivership, at:**

**Receivership Management, Inc.  
510 Hospital Drive, Suite 490  
Madison, Tennessee 37115  
615.370.0051**



IN THE CHANCERY COURT FOR CUMBERLAND COUNTY, TENNESSEE  
THIRTEENTH JUDICIAL DISTRICT, AT CROSSVILLE

TENNESSEE PUBLIC UTILITY COMMISSION

Petitioner,

v.

LAUREL HILLS CONDOMINIUMS  
PROPERTY OWNERS ASSOCIATION

Respondent.

MOY TOY, LLC, and  
RENEGADE MOUNTAIN COMMUNITY CLUB,

Intervening Parties.

Docket No. 2012-CH-560

Chancellor Thurman

FILED  
Date 11-3, 2021 2:52 <sup>AM</sup> PM  
Entered: \_\_\_\_\_  
SUE TOLLETT, CLERK & MASTER  
Cumberland County, Crossville, TN  
BY: \_\_\_\_\_ JAP

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FINAL SETTLEMENT

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**TO THE CLERK AND MASTER:**

COMES NOW, Receivership Management, Inc. [hereinafter the Receiver], the court appointed Receiver of a water system previously controlled by Laurel Hills Condominiums Property Owners Association and now controlled by the Crab Orchard Utility District [hereinafter the "COUD"], consistent with principles of equity governing courts of chancery in this state<sup>1</sup>, and hereby files, and seeks confirmation of, this FINAL SETTLEMENT of the Laurel Hills Water System in Receivership.

Given the numerous reports, accountings, and motions for approval of fees and expenses filed by the Receiver with the Clerk and Master's office, those filings are hereby incorporated in this FINAL SETTLEMENT. As previously stated in the Receiver's thirty-

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<sup>1</sup> See Gibson's Suits in Chancery, § 24.26, p. 24-18 (8<sup>th</sup> ed. 2004).



second and thirty-third reports<sup>2</sup>, the Receiver has conveyed all the Estate's interests in the physical water system to the COUD, and thus the Estate's sole asset is the remaining cash left in the Estate. With the exception of winddown fees and expenses of the Receiver, there are now no known liabilities of the Estate.

The Estate's balance sheet as of September 30, 2021 is attached hereto as Exhibit A and is incorporated herein by reference. After payment of the Receiver's fees and expenses for April 1, 2021 through September 30, 2021, the Estate's sole asset will be \$13,879.51 in cash, with no known liabilities save any Receiver winddown fees and expenses. The final hearing to close the estate and discharge the Receiver is currently scheduled to be heard by the Court on December 20, 2021.

Accordingly, the Receiver proposes the following schedule for the final settlement of the Estate:

Surplus as of September 30, 2021:	\$13,879.51
Distribution to Receiver following 12/20/21 hearing:	\$5000.00 <sup>3</sup>
Distribution of Residual Assets to the COUD:	<u>\$8879.51</u>
Balance:	\$--0--

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<sup>2</sup> Filed with the Clerk and Master's Office on July 18, 2019 and November 6, 2019, respectively.

<sup>3</sup> The Receiver estimates that its fees and expenses from October 1, 2021 through the closure of the estate will be \$5000.00. If the Receiver's fees and expenses for that time period are less than this amount, as evidenced by an affidavit to be filed with the Court following the December 20, 2021 hearing date, then the Receiver shall pay to itself only the actual fees and expenses of the Receiver, with the residual assets being distributed to the COUD being increased by a concomitant amount. If the Receiver's fees and expenses for that time period are more than this amount, as evidenced by an affidavit to be filed with the Court following the December 20, 2021 hearing date, then the distribution to the Receiver shall be limited to \$5000.00.

DATED: November 2, 2021.

Respectfully Submitted,

Laurel Hills Water System in Receivership

By: Robert E. Moore, Jr.  
Robert E. Moore, Jr. (BPR #013600)  
President  
Receivership Management Inc.  
510 Hospital Drive, Suite 490  
Madison, Tennessee 37115  
615-370-0051 (Phone)  
615-373-4336 (Facsimile)  
rmoore@receivermgmt.com (Email)  
*Court Appointed Receiver for  
Laurel Hills Water System*

*granted by permission  
October 27, 2021*

G. Everett Sinor, Jr.

G. Everett Sinor, Jr. (BPR #017564)  
Attorney at Law  
Counsel for Receivership Management, Inc.  
495 Sadler Way  
Franklin, Tennessee 37069  
615-969-9027 (Phone)  
Everett.Sinor@gmail.com (Email)

CONFIRMED, subject to approval by the Court, on this 3rd day of Nov., 2021:

Sue Tollett

The Honorable Sue Tollett  
Cumberland County Clerk and Master

Certificate of Service

The undersigned hereby certifies that a true and correct copy of the foregoing FINAL SETTLEMENT (prior to confirmation) has been served upon the parties hereto and the other persons listed below, at:

Aaron Conklin, Esq.  
Staff Attorney  
Tennessee Public Utility Commission  
502 Deaderick Street, Fourth Floor  
Nashville, Tennessee 37243

Laurel Hills Condominiums  
Property Owners Association  
17 Mount Laurel Drive  
Post Office Box 288  
Crab Orchard, Tennessee 37723

Scott D. Hall, Esq.  
Counsel for Moy Toy, LLC  
374 Forks of the River Parkway  
Sevierville, Tennessee 37862

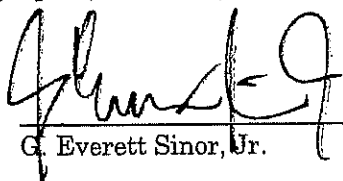
Vance Broemel, Esq.  
Daniel P. Whitaker, Esq.  
Consumer Advocate and Protection Division  
Tennessee Attorney General and Reporter  
Post Office Box 20207  
Nashville, Tennessee 37202

Randall A. York, Esq.  
Moore, Rader  
Attorneys at Law  
46 North Jefferson Avenue  
Cookeville, Tennessee 38501

Daniel J. Moore, Esq.  
Wolf, McClane  
Counsel for Renegade Mountain CC  
900 South Gay Street, Suite 900  
Knoxville, Tennessee 37902

Melanie Davis, Esq.  
Kizer & Black  
217 East Broadway Avenue  
Maryville, Tennessee 37804

via the United States Mails, postage prepaid, this 2<sup>d</sup> day of November, 2021.

  
\_\_\_\_\_  
G. Everett Sinor, Jr.



# LHWS Balance Sheet (as of 9/30/2020) - Modified Accrual Basis\*

## Current Assets

Cash	\$17,178.01	
<b>Total Current Assets</b>		<b>\$17,178.01</b>

## Liabilities

Payable - April 2021 through September 2021 - F&E RMI & Sinor	<u>\$3,298.50</u>	
<b>Total Liabilities</b>		<b><u>\$3,298.50</u></b>
<b>Surplus (Deficit)</b>		<b>\$13,879.51</b>

\* Only current assets are included. This balance sheet does not reflect fees previously taxed to the Tennessee Public Utility Commission on an interim basis.

FILED  
Date 11-3, 2021 2:52 <sup>AM</sup> <sub>PM</sub>  
Entered: \_\_\_\_\_  
SUE TOLLITT, CLERK & ASSURER  
Cumberland County, Crossville, TN  
BY: \_\_\_\_\_ *JP*

EXHIBIT  
A to final  
submittal

**EXHIBIT C**

**CROSSVILLE CHRONICLE AFFIDAVIT OF PUBLICATION**

**TO BE LATE FILED WITH COURT ONCE RECEIVED**

**Once received, copy available from Receivership Management, Inc.,  
the court-appointed Receiver of the Laurel Hills Water System in Receivership, at:**

**Receivership Management, Inc.  
510 Hospital Drive, Suite 490  
Madison, Tennessee 37115  
615.370.0051**



IN THE CHANCERY COURT FOR CUMBERLAND COUNTY, TENNESSEE  
THIRTEENTH JUDICIAL DISTRICT, AT CROSSVILLE

TENNESSEE PUBLIC UTILITY COMMISSION

Petitioner,

v.

LAUREL HILLS CONDOMINIUMS  
PROPERTY OWNERS ASSOCIATION

Respondent.

MOY TOY, LLC, and  
RENEGADE MOUNTAIN COMMUNITY CLUB,

Intervening Parties.

Docket No. 2012-CH-560  
Chancellor Thurman

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ORDER GRANTING JOINT MOTION APPROVING AND AUTHORIZING FINAL  
PAYMENT OF RECEIVER'S FEES AND EXPENSES, APPROVING FINAL  
SETTLEMENT, FULLY AND FINALLY DISCHARGING RECEIVER, AND  
CLOSING THE LAUREL HILLS WATER SYSTEM IN RECEIVERSHIP ESTATE

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On the joint motion of the Tennessee Public Service Commission [hereinafter the "TPUC"], and Receivership Management, Inc., the court-appointed Receiver of the Laurel Hills Water System Receivership estate [hereinafter the "Estate"] established through this action [hereinafter the "Receiver"] [both movants hereinafter collectively the "Movants"], filed with this Honorable Court on or about the \_\_\_\_ day of November, 2021, the Movants petitioned this Honorable Court to fully and finally discharge the Receiver as receiver of the Estate, to close the Laurel Hills Water System Receivership Estate, to approve the final settlement of the Laurel Hills Water System in Receivership Estate that has been filed by the

Receiver and confirmed by the Clerk and Master, and to approve all outstanding fees and expenses incurred on behalf of the Receiver and approve their payment.

A hearing on this joint motion was conducted on the 20<sup>th</sup> day of December, 2021. Proper notice was given to all parties to this action and all interested persons known to the movants, including the known current customers of the Laurel Hills Water System. Furthermore, notice of the hearing was published in the Crossville Chronicle in its November 30, 2021 issue.

After conducting the hearing, the Court finds that the joint motion is well taken. Accordingly, it is **ORDERED, ADJUDGED, and DECREED** as follows:

1. that the Receiver's fees and expenses for the October 1, 2021 and subsequent time period shall be evidenced by an affidavit to be filed by the Receiver subsequent to the entry of this Order, and that said fees and expenses are hereby **APPROVED** in the amount of \$5000.00, and that payment in that amount to the Receiver from the assets of the Laurel Hills Water System in Receivership is hereby **AUTHORIZED**. Should the Receiver's fees and expenses for the October 1, 2021 and subsequent time period be less than \$5000.00, as demonstrated by the affidavit filed by the Receiver with the Court subsequent to the entry of this Order, then the approval of the Receiver's fees and expenses, and the Court's authorization for payment, shall be reduced to reflect the Receiver's actual fees and expenses;
2. that, after making payment to the Receiver as contemplated above, the Receiver shall make a **FINAL DISTRIBUTION** of all residual assets and property of the Estate to the Crab Orchard Utility District;

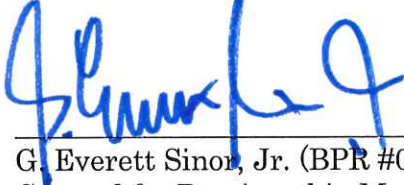
3. that the final settlement confirmed by the Cumberland County Clerk and Master has been reviewed by the Court, and all distributions/transactions delineated therein are hereby **APPROVED**;
4. that, upon all payments being made as delineated in the final settlement and this order, and consistent with Rule 66 of the Tennessee Rules of Civil Procedure and principles of equity governing courts of chancery in this state, Receivership Management, Inc., the Receiver of the Laurel Hills Water System in Receivership estate, is **FINALLY AND FULLY DISCHARGED** from its duties; and
5. that, upon the discharge of the Receiver, the Laurel Hills Water System in Receivership estate is hereby **CLOSED**.

*[intentionally blank]*

ENTERED this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
The Honorable Ronald Thurman, Chancellor

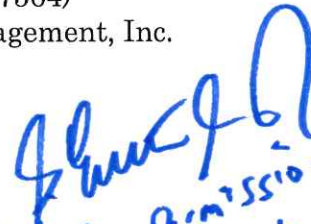
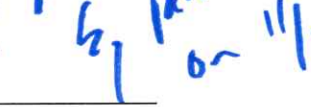
PREPARED FOR ENTRY:



G. Everett Sinor, Jr. (BPR #017564)  
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495 Sadler Way  
Franklin, Tennessee 37069  
615.969.9027  
Everett.Sinor@gmail.com



Aaron Conklin, Esq. (BPR #018597)  
Staff Attorney  
Tennessee Public Utility Commission  
502 Deaderick Street, Fourth Floor  
Nashville, Tennessee 37243

by   
by  on 11/23/2021  
Permission granted

Certificate of Service

The undersigned hereby certifies that a true and correct copy of the foregoing order has been served upon the parties hereto and the other persons listed below, at:

Aaron Conklin, Esq.  
Staff Attorney  
Tennessee Public Utility Commission  
502 Deaderick Street, Fourth Floor  
Nashville, Tennessee 37243

Laurel Hills Condominiums  
Property Owners Association  
17 Mount Laurel Drive  
Post Office Box 288  
Crab Orchard, Tennessee 37723

Vance Broemel, Esq.  
Consumer Advocate and Protection Division  
Tennessee Attorney General and Reporter  
Post Office Box 20207  
Nashville, Tennessee 37202

Randall A. York, Esq.  
Moore, Rader  
Attorneys at Law  
46 North Jefferson Avenue  
Cookeville, Tennessee 38501

G. Everett Sinor, Jr., Esq.  
Attorney at Law  
Counsel for Receivership Management, Inc.  
495 Sadler Way  
Franklin, Tennessee 37069

Scott D. Hall, Esq.  
Counsel for Moy Toy, LLC  
374 Forks of the River Parkway  
Sevierville, Tennessee 37862

Daniel J. Moore, Esq.  
Woolf, McClane  
Counsel for Renegade Mountain CC  
900 South Gay Street, Suite 900  
Knoxville, Tennessee 37902

Melanie Davis, Esq.  
Kizer & Black  
217 East Broadway Avenue  
Maryville, Tennessee 37804

via the United States Mails, postage prepaid, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

STATE OF TENNESSEE  
IN THE CHANCERY COURT FOR CUMBERLAND COUNTY  
THIRTEENTH JUDICIAL DISTRICT  
AT CROSSVILLE

TENNESSEE PUBLIC UTILITY COMMISSION

Petitioner,

v.

LAUREL HILLS CONDOMINIUMS  
PROPERTY OWNERS ASSOCIATION

Respondent.

MOY TOY, LLC, and  
RENEGADE MOUNTAIN COMMUNITY CLUB,

Intervening Parties.

Docket No. 2012-CH-560  
Chancellor Thurman

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NOTICE SETTING HEARING ON JOINT MOTION

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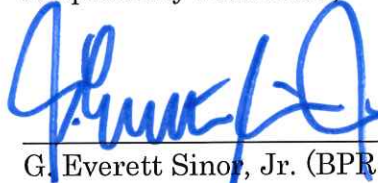
**PLEASE TAKE NOTE** that the joint motion of the Tennessee Public Service Commission [hereinafter the “TPUC”] and Receivership Management, Inc., as court-appointed Receiver of the Laurel Hills Water System Receivership estate [hereinafter the “Estate”] established through this suit [hereinafter the “Receiver”] for entry of an order providing for full discharge of the receiver, closure of the Laurel Hills Water System receivership estate, approval of the receiver’s final settlement, and payment of the receiver’s fees and expenses, filed with the Cumberland County Clerk & Master on or about the 23<sup>d</sup> day of November, 2021, is hereby set for **Monday, December 20, 2021, at eleven (11) o’clock in the morning** in the



Cumberland County Justice Center, located at 90 Justice Center Drive, Crossville,  
Tennessee.

SUBMITTED this 23<sup>d</sup> day of November, 2021.

Respectfully submitted,



---

G. Everett Sinor, Jr. (BPR #017564)  
Attorney at Law  
Counsel for Receivership Management, Inc.  
495 Sadler Way  
Franklin, Tennessee 37069  
615.969.9027  
Everett.Sinor@gmail.com

Certificate of Service

The undersigned hereby certifies that a true and correct copy of the foregoing notice has been served upon the parties hereto and the other persons listed below, at:

Daniel J. Moore, Esq.  
Woolf, McClane  
Counsel for Renegade Mountain CC  
Registered Agent/Settlement Counsel for  
Laurel Hills Condominiums POA  
900 South Gay Street, Suite 900  
Knoxville, Tennessee 37902

Melanie Davis, Esq.  
Kizer & Black  
217 East Broadway Avenue  
Maryville, Tennessee 37804

Vance Broemel, Esq.  
Daniel P. Whitaker, Esq.  
Consumer Advocate and Protection Division  
Tennessee Attorney General and Reporter  
Post Office Box 20207  
Nashville, Tennessee 37202

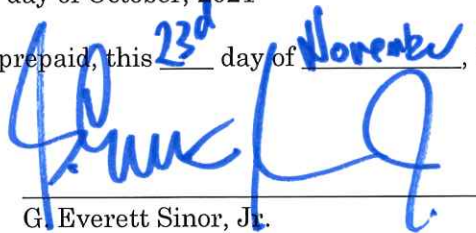
Randall A. York, Esq.  
Moore, Rader  
Counsel for the Crab Orchard Utility District  
46 North Jefferson Avenue  
Cookeville, Tennessee 38501

Laurel Hills Condominiums  
Property Owners Association  
17 Mount Laurel Drive  
Post Office Box 288  
Crab Orchard, Tennessee 37723

Scott D. Hall, Esq.  
Counsel for Moy Toy, LLC  
374 Forks of the River Parkway  
Sevierville, Tennessee 37862

All customers of the Laurel Hills Water System on a list provided to the Receiver by the Crab Orchard Utility District as of the 21<sup>st</sup> day of October, 2021

via the United States Mails, postage prepaid, this 23<sup>d</sup> day of November, 2021.

  
G. Everett Sinor, Jr.